



# Student Policy Guide

Linfield  
University

# Table of Contents

<b>ACADEMICS</b> .....	<b>4</b>
ACADEMIC ADVISING .....	4
ACADEMIC INTEGRITY .....	4
ACADEMIC GRADES .....	6
ACADEMIC GRIEVANCES .....	6
ACADEMIC STANDING .....	6
CLASS STANDING .....	7
CLASSROOM RECORDING .....	8
<i>Classroom Electronic Recording by Students</i> .....	8
<i>Classroom Electronic Recording by Instructors</i> .....	8
CREDIT FOR ACADEMIC WORK .....	9
DECLARATION OR CHANGE OF MAJOR/MINOR AND CHANGE OF ADVISOR .....	9
<i>Declaring a Major/Minor:</i> .....	9
<i>Changing Advisors:</i> .....	9
DEGREE REQUIREMENTS .....	9
EXCEPTIONS TO ACADEMIC POLICIES .....	9
FINAL EXAMS .....	9
GRADE POINT AVERAGE (GPA) .....	9
<i>Other Grades</i> .....	10
LAST DATE TO ENROLL IN COURSE .....	10
STUDENT BEHAVIOR .....	10
STUDENT RECORDS .....	10
WITHDRAWAL FROM COURSES .....	11
WITHDRAWING FROM THE UNIVERSITY .....	11
<b>COMMUNITY STANDARDS</b> .....	<b>11</b>
ABSENCES .....	11
ALCOHOL & OTHER DRUGS .....	11
<i>Alcohol</i> .....	11
<i>Drugs</i> .....	13
<i>Drug Paraphernalia</i> .....	14
<i>McMinnville Residence Life &amp; LPS Response Protocol</i> .....	14
<i>Drug-Free School and Community Act</i> .....	15
<i>Medical Clemency Policy</i> .....	16
ANTI-HARASSMENT .....	17
<i>Anti-Retaliation Statement:</i> .....	17
<i>Definition of Harassment:</i> .....	18
<i>Reporting a Complaint:</i> .....	18
<i>Title IX</i> .....	18
<i>Investigation Procedures:</i> .....	19
<i>Confidentiality:</i> .....	19
<i>Corrective Action:</i> .....	19
<i>Anti-Harassment Protection and Academic Freedom:</i> .....	19
<i>Counseling:</i> .....	19
CATALERT EMERGENCY NOTIFICATION .....	20
COMMUNITY RELATIONS .....	20
COMMENCEMENT .....	20
DAMAGE/VANDALISM BILLING .....	20
FEDERAL LAW GUIDELINES .....	20
FILE SHARING AND COPYRIGHT USE .....	20
FRATERNITY & SORORITY LIFE .....	20
GUESTS AND VISITORS .....	21
INFORMATION TECHNOLOGY POLICIES .....	21
LACTATION SUPPORT .....	22
MEAL PLAN REQUIREMENTS .....	22
MEDICAL REVIEW AND INVOLUNTARY WITHDRAWAL .....	22
MISSING STUDENT GUIDELINES .....	23

OFF CAMPUS HOUSING EXEMPTION.....	24
PUBLICITY POLICY .....	24
PUBLIC PRESENTATIONS.....	24
REFORM TO POLICIES/REGULATIONS .....	25
RESIDENCE HALLS AND SUBURBS .....	25
SALES AND SOLICITATIONS .....	25
SEXUAL MISCONDUCT AND RELATIONSHIP VIOLENCE POLICY AND PROCEDURES.....	25
<i>Policy Statement</i> .....	25
<i>Notice of Non-Discrimination</i> .....	25
<i>Title IX &amp; Sexual Misconduct and Relationship Violence Coordinator Contact Information</i> .....	26
SELF-CARE .....	39
SMOKING & VAPING.....	39
STUDENT FUNDRAISING POLICY.....	39
STUDENT ID CARDS .....	40
TRAFFIC REGULATIONS FOR THE MCMINNVILLE CAMPUS .....	40
TRANSPORTATION POLICIES.....	41
<i>Permits</i> .....	41
<i>Guest Parking</i> .....	41
<i>E-Scooters:</i> .....	41
<i>University Fleet Vehicles</i> .....	41
WEAPONS .....	42
<i>Prohibited Weapons:</i> .....	42
<b>STUDENT CONDUCT PROCESS.....</b>	<b>42</b>
PHILOSOPHY .....	42
STUDENT CODE OF CONDUCT.....	43
<i>Misconduct Examples</i> .....	43
REPORTING AN INCIDENT .....	44
PROCEDURES .....	44
<i>Hearings:</i> .....	44
LINFIELD UNIVERSITY HEARING BOARD.....	45
<i>Procedures</i> .....	45
<i>Post Hearing</i> .....	46
<i>Findings and Recommendations</i> .....	46
<i>Responsibilities of the Chairperson</i> .....	46
APPEALS .....	46
<i>Peer Hearing Board Appeals</i> .....	46
<i>Linfield University Hearing Board Appeals</i> .....	47
<i>Administrative Hearing Appeals</i> .....	47
CONFIDENTIALITY .....	47
PRESIDENTIAL PREROGATIVE.....	47
<b>COVID-19 STUDENT POLICY GUIDE ADDENDUM .....</b>	<b>48</b>
FACE COVERINGS .....	48
<i>Requirements</i> .....	48
<i>Exemptions</i> .....	48
PHYSICAL DISTANCING .....	48
LINFIELD ID POLICY.....	49

# ACADEMICS

---

## **Academic Advising**

All new students are assigned an academic advisor who advises them in matters related to academic goals, academic planning, and career preparation. First-year students have both a FACULTY advisor and a PEER advisor with whom they meet regularly in Colloquium, a one-credit course for new students, taken in the fall semester. Students must consult their advisors at registration, and advisor approval is also required for a variety of other academic program options. Any time after the conclusion of Colloquium, students may change advisors by completing the Change of Advisor form (see below). Once a student decides upon a major, the advisor must be in the student's major department. Information about advising may be obtained for the McMinnville Campus in the Academic Advising office, Melrose Hall – Student Central and online at [www.linfield.edu/advising](http://www.linfield.edu/advising), or for the Portland Campus in Enrollment Services, Loveridge Hall – 1st floor and online at [www.linfield.edu/portland/registration-and-records/advisor-resources](http://www.linfield.edu/portland/registration-and-records/advisor-resources).

## **Academic Integrity**

Linfield University operates under the assumption that all students are honest and ethical in the way they conduct their personal and scholastic lives. Academic work is evaluated on the assumption that the work presented is the student's own, unless designated otherwise. Anything less is unacceptable and is considered a violation of academic integrity. Furthermore, a breach of academic integrity will have concrete consequences that may include failing a particular course or even dismissal from the university.

Violations of academic integrity include but are not limited to the following:

- i. Cheating: Using or attempting to use unauthorized sources, materials, information, or study aids in any submitted academic work.
- ii. Plagiarism: Submission of academic work that includes material copied or paraphrased from published or unpublished sources without proper documentation. This includes self-plagiarism, the submission of work created by the student for another class unless he or she receives consent from both instructors.
- iii. Fabrication: Deliberate falsification or invention of any information, data, or citation in academic work.
- iv. Facilitating Academic Dishonesty: Knowingly helping or attempting to help another to violate the university's policy on academic integrity.

Faculty recognize their responsibility to help students understand academic integrity and how to conduct themselves with integrity in the classroom. To this end, faculty shall include a clear academic integrity policy within their syllabus.

In dealing with breaches of academic integrity, the instructor shall have discretion as to what penalty to impose regarding the course grade. Within ten days of the discovery of an offense, the instructor must submit in writing a description of the offense to both the student and the Dean of Students or designee. This description should include the course consequences for violations of academic integrity and the penalty given in the specific case. If the student disagrees with the accusation of breach of academic integrity, the student will use the Academic Grievance process as outlined in the section entitled Academic Grievances. In addition, it is recommended that faculty issue an academic alert for any violation of the academic integrity policy.

The Dean of Students, or designee, will maintain a confidential list of students who are reported for violations of academic integrity in order to track repeat offenses. The Dean will have discretion to refer a first-time offender to the Linfield University Hearing Board; however, any subsequent violations by the same student will automatically be referred to the Linfield University Hearing Board. This decision on referral will be communicated in writing to the student and to the instructor(s), who has (have) a legitimate educational interest.

If found in violation, the Linfield University Hearing Board may impose university-level penalties upon the offending student. Fundamental fairness shall be in force for all academic integrity proceedings, as outlined in the Policies and Procedures of the Linfield University Hearing Board.



# Linfield University

## **Academic Grades**

A student's academic achievement is recorded on the permanent academic record in terms of the following grades:

- A, A- Excellent comprehension of the material and exceptional performance.
- B+, B, B- Above average capability and better than normal performance.
- C+, C, C- Adequate understanding of the material and acceptable performance.
- D+, D- Marginal comprehension of the material and below average performance.
- F- Inability to deal successfully with the material and inadequate performance.

## **Academic Grievances**

Academic grievances concerning teaching and learning should be settled as close to the level of student-faculty contact as possible. If students believe they have been treated arbitrarily or capriciously by an instructor in a grade assigned or other ways, they should first talk to the instructor. If the matter remains unresolved, they should speak with the chair of the instructor's department or, in the case of a nursing course, the appropriate semester coordinator. After this, if the matter is still unresolved, nursing students should speak with the Dean of Nursing; OCE students should speak with the Director of OCE, McMinnville campus students should speak to the Dean of Students. Finally, if the matter has not been resolved by the above means, students may bring the matter to the Vice President for Academic Affairs or designee. All grievances concerning grades must be filed by the end of the next semester after the grade is posted. In the case that a student is studying abroad the next semester, the grievance must be filed by the end of the next semester after the student returns. All academic grievances may only be filed by the student enrolled in the course in which the academic grievance occurred.

## **Academic Standing**

Academic standing is monitored at the end of each semester/term\* by the Registrar, who notifies the student and academic advisor when the student's performance is found to be unsatisfactory. Students who are not on probation or suspension are considered to be in Good Academic Standing and on track to meet the minimum graduation requirement of a 2.000 cumulative Grade Point Average (GPA)\*\*

### ***Academic Warning:***

An Academic Warning is used to express concern to students that a possible problem is developing:

- a. Students are placed on Academic Warning if cumulative GPA is at least 2.000 and their semester GPA falls below a 2.000 (but above a 1.000).
- b. Students on Academic Warning will be placed on probation if they are not removed from academic warning at the end of their next semester.
- c. Students will be removed from Academic Warning if their semester and cumulative GPA are at least 2.000.

### ***Academic Probation:***

Academic Probation is used to indicate to students that a problem exists. Students are placed on probation if they're:

- a. Cumulative GPA is below 2.000 at the end of any term or semester
- b. Semester GPA is below 1.00 at the end of any semester, and/or
- c. Semester GPA is below 2.00 for last two consecutive semesters.

Students on academic probation are ineligible to participate in Varsity Athletics (including practices and competition), Student Government, Fraternity & Sorority Life, and other curricular and co-curricular activities with a minimum 2.000 GPA requirement. Students on probation will be suspended if they have not been removed from probation at the end of their next semester or within their next 12 credits, if they are part-time.

### ***Removal from Probation:***

A student will be removed from probation if and when they remedy the unsatisfactory academic performance that led to the probation:

- a. Cumulative GPA fell below 2.000: A student whose cumulative GPA is at least 2.000 at the end of the next term or semester (or within their next 12 credits if they are part-time students) will be removed from probation. Students who are removed from probation after January or summer term will be placed on Academic Warning if their most recent semester was below 2.000.
- b. Semester GPA is below 1.000: A student whose semester GPA is above 1.000 the semester after which they have been placed on probation will be removed from probation, unless they violate one of the other two conditions for probation articulated in the section above.
- c. Semester GPA below 2.000 for their previous two consecutive semesters: A student whose semester GPA was below 2.000 for their previous two consecutive semesters\* will be removed from probation if both the semester and cumulative GPA are at least 2.000.

### ***Academic Suspension:***

Suspended students are ineligible to enroll at Linfield University for at a minimum one semester\* for all Linfield Students. Students are academically suspended if:

- a. Their semester GPA falls below 0.500 in their first semester at Linfield, or
- b. They remain on Academic Probation after one semester.

### ***Returning after Academic Suspension:***

A student on Academic Suspension must meet the following conditions to be considered for reinstatement:

- a. Demonstrate academic success by earning at least a 2.500 GPA with full-time enrollment at another regionally accredited college, or within their next 12 transferable credits (as verified by the Registrar) if the student is part-time.
- b. An official transcript of all coursework completed elsewhere during the time of absence from Linfield University.

Students who have been approved for reinstatement will be reinstated on Probation.

### ***Academic Suspension Appeals:***

If there are extenuating circumstances surrounding the student's poor academic performance, the student may appeal to the Student Policies Committee for a review of Academic Suspension. Appeals should be submitted in writing to the Registrar. The appeal should include:

- a. Personal assessment of the underlying reasons for poor academic performance.
- b. An explanation of how the student intends to overcome the difficulty, along with a proposed academic plan.
- c. Any relevant documentation (note: health care related documentation should be sent to the Director of Health, Wellness, and Counseling).
- d. In addition to the appeal letter, students may ask that any Linfield University faculty member or administrator submit a letter of support on their behalf. Letters will not be accepted from family members or friends.

Appeals for students who have been suspended at the end of Fall semester will not be able to appeal in time to enroll the subsequent January Term.

\*January term is not considered a semester and therefore does not qualify in the calculation of semester GPA. Summer terms are treated as semesters and therefore qualify in the calculation of semester GPA for: a) all Online and Continuing Education (OCE) students, b) Portland Campus students with full-time summer enrollment as a required part of their program, c) Portland Campus and McMinnville Campus students for whom summer is not part of their program only when enrolled in a full-time load of 12 credits.

\*\*For all Linfield students, only grades earned at Linfield University affect GPA calculations used for academic standing. Grades for all semesters/terms are calculated in cumulative GPA.

### **Class Standing**

A student's class standing is determined as below:

First year: Successful completion of 0 - 29.99 credit hours

Sophomore: Successful completion of 30 - 61.99 credit hours

Junior: Successful completion of 62 - 93.99 credit hours

Senior: Successful completion of 94 or more credit hours.

For questions regarding academic standing, please contact the Registrar.

## **Classroom Recording**

The electronic recording of classroom lectures, discussions, simulations, and other course-related activity is governed by this Classroom Recording Policy. This Linfield University policy on classroom electronic recording balances the needs of students with disabilities, the intellectual property concerns of its instructors, and the rights of its students.

For purposes of this Classroom Recording Policy, electronic recording means a video or audio replication or photographic image recorded on devices including, but not limited to, audio recorders, video recorders, cellular phones, digital cameras, MP3 players, computers and other handheld devices that record images and/or sound.

### **Classroom Electronic Recording by Students**

#### ***Students with Documented Disabilities:***

Federal law, including the 1973 Rehabilitation Act and the Americans with Disabilities Act, requires institutions of higher education to provide reasonable accommodations for students with disabilities. Learning Support Services (LSS), in consultation with the instructor, will determine if classroom electronic recording is an appropriate academic adjustment, auxiliary aid, and/or service with respect to each individual student's documentation. Prior to the student electronic recording of any classroom activity, a student electronic recording agreement must be signed by the student and the instructor and filed with LSS. The student electronic recordings must either be destroyed or stored with LSS at the end of the term or semester. The student may not publish or share the electronic recordings without the instructor's written permission.

#### ***Students without Documented Disabilities:***

Students without documented disabilities may also request to electronically record classroom activity for purposes of private academic study and review. Students are required to ask permission from faculty before recording class lectures and discussions. The instructor will have the sole discretion to determine if electronic recording will be allowed. Unless otherwise expressly agreed to by the instructor, the student electronic recordings will be destroyed or stored by the instructor at the end of the term or semester.

#### ***Common Provisions:***

As to both students with documented disabilities and those without documented disabilities, students making classroom electronic recordings are responsible for keeping sensitive and personal materials private. Instructors have the authority to spontaneously, or in advance, prohibit student electronic recording of personal student information. Recordings of class lectures or class presentations are authorized solely for the purpose of individual or group study with other students enrolled in the same class. Students may not publish, quote, or share classroom electronic recordings in publicly accessible locations, and in real or digital (e.g. networked or online) environments, without the expressed consent of the individuals being recorded or affected by the electronic recordings. Electronic recordings may not be exchanged or distributed for commercial purposes, for compensation, or for any purpose other than study by students enrolled in the class. Student violations of any part of this Classroom Recording Policy may result in disciplinary action, up to and including dismissal from the University, as prescribed by Linfield University policies and procedures.

Students enrolled in a class where classroom activities are being recorded shall be informed by the instructor prior to the first recorded class session.

### **Classroom Electronic Recording by Instructors**

Instructors shall have the authority to record their own class lectures and discussions to serve various purposes at the discretion of the faculty member. If it is the instructor's policy to record classroom activities, the intent to record should be indicated on the course syllabus or course site. In the event an instructor has not indicated on the course syllabus or course site a policy of recording, the instructor may record classroom activities but must provide express notice to students in advance that they are to be recorded. Instructors may record their own class lecture and may distribute or post in a private classroom environment (e.g. Blackboard Learn) those recordings. Instructors may not otherwise publish, quote, or share classroom electronic recordings in publicly accessible locations, and in real or digital (e.g. networked or online) environments, without the expressed consent of the individuals being recorded or affected by the electronic recordings.



If an instructor records classes to support research activities the instructor must obtain informed consent from students before collecting any classroom--based data. Instructors and others wishing to conduct classroom-based research are required to adhere to protocols, set by the Linfield University Institutional Review Board, that govern such research.

## **Credit for Academic Work**

The University awards credit for academic work in terms of “semester hours.” Normally, one semester hour of credit is granted for fifteen 50-minute periods of instruction (including discussion, testing, etc.) or the equivalent. Laboratories of two or three hours are considered the equivalent of one period of instruction.

The normal student load in any semester is 12-16 credits; 3-5 credits is normal in January Term. New students often take 12-13 credits in their first semester. Regular full-time tuition is the same for students taking from 10 to 18 credits in a semester. Full-time status for financial aid and/or athletic eligibility requires a minimum of 12 credit hours in a semester. An additional tuition charge is made for course loads exceeding 18 semester hours. Students must have a cumulative GPA of 3.5 or better, or the permission of their academic advisor, to enroll in more than 16 semester hours in fall or spring semester. The petition form is available on the Registrar’s website. Students are allowed to take 1 academic course and 1 para-curricular course during January term. Any exception to this limit is by form, which may be obtained on the Registrar’s website.

## **Declaration or Change of Major/Minor and Change of Advisor**

**Declaring a Major/Minor:** Determining a major field of study is an important choice in a student’s academic career. Some students need time to explore while others come with a strong inclination toward a particular field. In either case, a major must be declared by spring semester of the sophomore year (or when a student has completed 45 semester hours). To declare a major, students should obtain the appropriate signatures on a Declaration or Change of Academic Program Form, available in the box outside Academic Advising, Melrose Hall – Student Central. A student’s faculty advisor must be in the department where the student wishes to major.

**Changing Advisors:** Students are welcome to change advisors at any time on the Portland Campus, or after their first semester on the McMinnville Campus as long as the new advisor agrees. The change may be made by obtaining signatures from both the old and new advisors. The Change of Advisor form, with these signatures, must be turned in to the Office of Academic Advising in McMinnville or in Enrollment Services in Portland. By means of processing this change, the student’s file will be updated and forwarded to the new advisor. The new advisor will also have access to the student’s record on WebAdvisor.

## **Degree Requirements**

See the University Catalog. A candidate for the bachelor’s degree must earn a minimum of 125 semester credits and earn a cumulative grade point average (GPA) of 2.00 or better.

## **Exceptions to Academic Policies**

Petitions for exceptions to academic policies of the University may be submitted to the Curriculum Committee through the Registrar. By definition, a petition for an exception must explain why a rule which otherwise applies to everyone else, should be set aside in the case at hand.

## **Final Exams**

The schedule for final examinations is established and published by the Registrar. It is generally available when you register for classes. Make your travel arrangements accordingly. Students who encounter a schedule hardship (such as several exams on the same day) may file a Petition to Change the Final Examination Schedule which is available in the Registrar’s Office, Melrose Hall – Student Central in McMinnville, or in Enrollment Services, Loveridge Hall – 1st Floor in Portland.

## **Grade Point Average (GPA)**

A student’s grade point average is calculated by using the grade earned and the number of credit hours the class was worth. The following is a break-down of points per grade received:

A	4.00	B+	3.30	C+	2.30	D+	1.30	F	0.00
A-	3.70	B	3.00	C	2.00	D	1.00		
		B-	2.70	C-	1.70				

When a student receives an A in a 5-credit class, it is like getting 5 A’s. The same is true for all other grades. To average an A in a 3-credit class and a C in a 5-credit class, multiply 4 (“A” equivalent) and 3 (number of credits) to get 12.

Multiply 2 (“C” equivalent) and 5 (number of credits) to get 10. Add 12 and 10 to get 22. Divide by 8 (number of total credits) and the grade point average (GPA) is 2.75. Only Linfield courses are used in computing a GPA.

### **Other Grades**

- S** “Satisfactory.” Acceptable understanding of the material and adequate performance. Equivalent to a C or better. There is no GPA calculation for this grade.
- U** “Unsatisfactory.” Marginal comprehension of material and inadequate performance. Equivalent to a C- or poorer. Counts as zero quality points in GPA calculation.
- M** Student has mastered the goals set forth in a course in which the instructor has opted to use mastery grading procedures.
- I** Work incomplete. An Incomplete is given at the discretion of the instructor when the quality of work is satisfactory, but the course requirements have not been completed for reasons of health or other circumstances beyond the student’s control as determined by the instructor. Each incomplete requires a contract to be filed in the Registrar’s Office. See the Linfield University Catalog for details.
- IP** Work in Progress. An IP designation is used for thesis, research, independent study, and internship courses when a continuing project must be extended for legitimate reasons beyond the semester or term. The extension may not exceed an additional semester without approval of the Academic Procedures Committee. See the Linfield University Catalog for other details.
- AUD** Audit implies regular attendance/participation in the course. CE Credit earned by examination.
- W** Withdrawal. Given, when prior to a published deadline, the student so requests.
- AW** Administrative withdrawal. Entered on the record by the Registrar in the case of a student who is officially registered in a course but who has not attended the class and not requested a withdrawal.

These latter grades (S, M, I, IP, AUD, CE, W, and AW) do not influence the GPA.

### **Last Date to Enroll in Course**

A student may add a class during the first two weeks of a semester only with the instructor’s signature. A student may not enroll in a course after the second full week of classes during a semester nor after the third day of a January or Summer Term under any circumstances. Add/Drop slips are available in the Registrar’s Office, Melrose Hall – Student Central in McMinnville, or in Enrollment Services, Loveridge Hall – 1st Floor in Portland. Refer to the academic calendar for all enrollment dates and processes.

### **Student Behavior**

Every faculty member and student has the right to conditions favorable to teaching and learning both in and out of the classroom. To foster and maintain such conditions, students have the responsibility to conduct themselves individually and in groups, in a manner which promotes an atmosphere conducive to teaching, studying, and learning. Students are expected to uphold academic and personal integrity, to respect the rights of others, to refrain from disruptive, threatening, intimidating, or harassing behavior, or behavior which is harmful to themselves, other persons, or property.

Faculty have the right and responsibility to foster an environment conducive to teaching and learning, and should this be threatened by student behavior, faculty are authorized and encouraged to take steps to deal with the issue. Finally, as a further point of clarification, for the purposes of this policy, faculty are defined as any instructional personnel employed by the university.

### **Student Records**

Information about students fall into two general categories: that which is “public” and that which, by law, needs to remain private.

Public information is often called “Directory Information” and includes name, addresses, e-mail address, telephone numbers, dates of attendance, class, previously attended institutions, major, awards, honors, degrees conferred, past and present participation in officially recognized sports and activities, physical factors (height, weight of athletes), date and place of birth. Upon careful consideration, a student may ask the institution not to release such information, but then will not be listed in campus directories, on the Dean’s List, or other public pronouncements.

On the other hand, information contained in student files, conduct records, and student transcripts is private and, in general, is released only with written permission of the student. The primary exception to this is that faculty and other campus personnel connected with a student’s educational program, curricular and co-curricular, may review information

about the student, including the student's transcript. In accordance with federal law, students over the age of eighteen may review the contents of their college files.

Information gathered about students during counseling is confidential, subject to state and federal privacy laws. For a detailed understanding of confidentiality and exceptions please consult with your counselor. One exception arises when, in the judgment of the counselor, a student poses an immediate threat to themselves or to another individual.

### **Withdrawal from Courses**

Students may drop a course before the end of the third week of a semester or at the end of the first week of a January or Summer Term without any record appearing on the transcript. Students withdrawing after the end of the third week and before the end of the tenth week will receive the mark of a "W". This mark does not alter the GPA. After the tenth week, withdrawals are not possible. Add/Drop slips are available in the Registrar's Office, Melrose Hall – Student Central in McMinnville, or in Enrollment Services, Loveridge Hall – 1st Floor in Portland.

### **Withdrawing from the University**

Students leaving school should fill out a "Withdrawal from Linfield University" form available in the Registrar's Office in McMinnville or Enrollment Services in Portland. Students will need to obtain the appropriate signatures from University officials and return the completed form to the appropriate office. Room and Board costs are pro-rated by the week. Tuition charges are billed as noted in the Linfield University Catalog. See the current catalog under "Withdrawal from Linfield" for transcript posting of withdrawn courses.

## **COMMUNITY STANDARDS**

---

Linfield University has established standards of behavior that are expected of all members of the community. Further information about these standards, rules, and regulations can be found in the catalog or from appropriate university offices. The following regulations are in effect.

### **Absences**

When situations beyond a student's control, such as illness, result in a student missing a portion of a course's grade base, the student is responsible for contacting each professor in person or via email, if necessary. It is the prerogative of individual instructors to determine if a student should be allowed to make up tests or other assignments. Therefore, a student who misses class due to such circumstances should make arrangements, as soon as possible, with each instructor to determine potential make up procedure.

### **Alcohol & Other Drugs**

In keeping with the mission of the university, Linfield is committed to providing an environment that is safe and fosters excellence in learning for its students and in work performance for all of its employees. Therefore, the misuse and illegal use, possession, transportation, distribution, manufacture, or sale of alcohol and other drugs is not permitted on property owned or controlled by the University, or while representing the University on business or in other University sponsored activity. The use of alcohol on university owned or controlled property or at events associated with Linfield programs is restricted to those of legal drinking age in that locale.

#### **Alcohol**

- Those under 21 years of age may not consume alcohol or be under the influence of alcohol (except in foreign locations with permission from the on-site director and within the laws of that location).
- Providing alcohol to minors or providing a location where minors can consume alcohol is prohibited and is a violation of the alcohol policy.
- Those 21 and over may consume alcohol on campus only in the private rooms or apartments of those 21 and over with the door closed. All other areas of the university, indoor and out are considered public areas.
- Alcohol is not permitted in public unless such use is specifically authorized in writing by the President or the President's designee.
- Public consumption of alcohol or public possession of an open container of alcohol anywhere on campus is a violation of Linfield policy and City Ordinances of McMinnville and Portland regardless of a student's age. University apartment balconies are considered public areas.

- Kegs, beer bong and other large containers of alcohol are not permitted in university owned or affiliated properties and will be confiscated and will not be returned.
- Residents under 21 years of age:
- Residents under the age of 21 may not have any alcohol containers whether full or empty in their campus housing. Residents who are found in possession of empty containers in their room may be referred to the Peer Hearing Board and subject to disciplinary action. Residents who are found with full containers of alcohol in their room may be referred to the Peer Hearing Board and may be subject to disciplinary action under the Alcohol Policy. All containers of alcohol will be removed and dumped down the most convenient drain. Alcohol bottles will be recycled when possible.

If minors are present where alcohol is being consumed, all persons there may be held in violation of the university alcohol policy unless the minors can demonstrate that they consumed no alcohol. This can only be done on the McMinnville Campus by volunteering for a breathalyzer, administered by Linfield Public Safety. It is each student's right and responsibility to request a breathalyzer by contacting LPS.

Because alcohol misuse is a very common hindrance to success in college, the University will treat any verifiable violation of any state or local alcohol laws on or off campus by students as a violation of the University alcohol policy.

***For students, minimum responses to alcohol policy violations are as follows:***

- 1) First violations result in a meeting with a representative from the Dean of Students' Office and a requirement to complete an education program, which may be at the student's expense.
- 2) Second violations result in a meeting with a representative from the Dean of Students Office to determine the need for an educational response and/or referral to a Certified Alcohol and Drug Counselor (both at the student's expense).
- 3) Third violations may result in a recommendation for suspension from the University.

If alcohol consumption results in a health risk or hospitalization, the University may notify parents/guardians.

***Additional sanctions may be imposed for situations such as:***

- Violations of local, state, or federal drug laws
- Hosting a function which involves any drug violation
- Furnishing drugs
- Tampering with smoke detectors
- Disruption of community
- Unreasonable or excessive noise
- Lack of respect for or cooperation with responding authorities
- Providing false ID or misrepresentation of age or name
- Physical or verbal abuse of staff or police
- Leaving without providing identification

***Sanctions may include, but are not limited to:***

- Community restitution hours
- Educational programs
- Fines and/or
- Exclusion from University residence halls or apartments.

Students who struggle with addiction, or who develop a potential for such a problem are encouraged to seek assistance in the Counseling Center in Walker Hall 105 or the Wellness Coordinator in Walker Hall 102 in McMinnville, or Peterson Hall 319 in Portland. Employees should seek assistance through the EAP via the Human Resources Office.

Furthermore, a person who manufactures, possesses, sells distributes, or facilitates the use of narcotics or dangerous drugs, or who is found under the influence of narcotics or dangerous drugs is in violation of the law and can be subject to severe penalty by a criminal court.

## **Drugs**

Linfield University is a drug-free workplace. These regulations are part of the Federal Drug-Free Schools and Communities Act. The regulations require that, as a condition for receiving federal financial assistance, an institution of higher education must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by its students and employees on school premises or as part of any of its activities.

Any member of the University community who uses, is under the influence of, manufactures, possesses, has under their control, sells, furnishes, or facilitates the use of a narcotic or dangerous drug or misuses prescription medication, is subject to disciplinary action up to and possibly including separation from the University. This includes the possession or use of marijuana, marijuana oil, food products, cannabidiol, (hemp oil permitted if stored in original container), etc.

Because drug use is a hindrance to success in college, the University will treat any violation of any University policy, state or local drug laws on or off campus by students as a violation of the University drug policy. Law Enforcement may be contacted at the University's discretion.

### ***For students, minimum responses to drug policy violations are as follows:***

- 1) First violations result in a meeting with a representative from the Dean of Students' Office and a requirement to complete an education program, which may be at the student's expense.
- 2) Second violations result in a meeting with a representative from the Dean of Students Office to determine the need for an educational response and/or referral to a Certified Alcohol and Drug Counselor (both at the student's expense).
- 3) Third violations may result in recommendation for suspension from the University.

If drug use results in a health risk or hospitalization, the University may notify parents/guardians.

### ***Additional sanctions may be imposed for situations such as:***

- Violations of local, state, or federal drug laws
- Hosting a function which involves any drug violation
- Furnishing drugs
- Tampering with smoke detectors
- Disruption of community
- Unreasonable or excessive noise
- Lack of respect for or cooperation with responding authorities
- Providing false ID or misrepresentation of age or name
- Physical or verbal abuse of staff or police
- Leaving without providing identification

### ***Sanctions may include, but are not limited to:***

- Community restitution hours
- Educational programs
- Fines and/or
- Exclusion from University residence halls or apartments.

Students who struggle with drug addiction, or who develop a potential for such a problem are encouraged to seek assistance in the Counseling Center in Walker Hall 105 or the Wellness Coordinator in Walker Hall 102 in McMinnville, or Peterson Hall 319 in Portland. Employees should seek assistance through the EAP via the Human Resources Office.

Furthermore, a person who manufactures, possesses, sells distributes, or facilitates the use of narcotics or dangerous drugs, or who is found under the influence of narcotics or dangerous drugs is in violation of the law and can be subject to severe penalty by a criminal court.

## **Drug Paraphernalia**

Drug paraphernalia found in possession of persons under the age of 21 will be confiscated and destroyed by Linfield Public Safety, regardless of the value or suspected ownership. This includes, but is not limited to: bongs, grinders, pipes, vapes, bottles, or any other equipment, product, or accessory that is intended or modified for the use, consumption, or storage of federally illegal drugs.

Drug paraphernalia found in possession of persons over 21 will be confiscated and held by Linfield Public Safety. At the discretion of the Director of Linfield Public Safety, confiscated items may be returned to the person as long as they are removed from Linfield property. A receipt for the returned item(s) will be issued to the student by Linfield Public Safety. This includes, but is not limited to: bongs, grinders, pipes, vapes, bottles, or any other equipment, product, or accessory that is intended or modified for the use, consumption, or storage of federally illegal drugs.

## **McMinnville Residence Life & LPS Response Protocol**

Steps used by staff when responding to possible policy violations may include (Depending on the specific circumstances, the order of these steps or the entire process may change as the situation warrants):

- Staff will knock on the door and announce who they are. Those residents present need to respond and answer the door. Failure to respond in a timely manner will result in an additional knock and an announcement that Residence Life or LPS will be entering the room or apartment.
- Students that live in the room or apartment will be asked to turn down the music and to speak with a Residence Life or LPS staff member. It will be explained to them that there is a concern that there may be a possible violation of policy.
- Students will be informed that they are responsible for all individuals in their room or apartment (including the balcony) and that ALL University policies (including alcohol) must be followed.
- If alcohol and/or drugs are present or staff believe that there may be other policies violations in the room or apartment it may be searched at this time. In drug cases students can work with the University or the police. The police will be called in to help search a room if students are not cooperative or if the University believes additional assistance is needed.
- Student IDs and driver's license (if alcohol is present) will be checked in an orderly fashion. If no ID is available students will be asked to wait until the staff finishes with everyone else, the student will then be accompanied to their room/apartment to see proper ID.
- A student's entire room or apartment (all rooms) will be searched during the ID check process to make sure that all students are properly checked for ID.
- If all present are of legal drinking age, students will be informed that the staff will be returning to check on the apartment/room and if at that time noise is still a problem the staff will ask that all non-residents leave the room or apartment.
- If any illegal substances are present, staff will collect all names of people present and the illegal substances will be confiscated and turned over to the police. If marijuana paraphernalia is confiscated and the resident of the room/apartment is 21 years of age they will be permitted to arrange a time to pick up the items from LPS and remove them from campus.
- IF MINORS ARE PRESENT...Staff will collect all names of people present. If minors wish to volunteer for a breathalyzer LPS will be called and the students will be asked to wait to submit to the test. **IF YOU ARE A MINOR: YOU MUST REQUEST A BREATHALYZER OR YOU WILL BE ASSUMED IN VIOLATION.**
- If all minors present can demonstrate that they have not consumed alcohol, students will be informed that the staff will be returning to check on the apartment/room and if at that time noise is still a problem the staff will ask that all non-residents leave the room or apartment
- If any minor does not take the breathalyzer or if any minor does not pass the breathalyzer then all non-residents of the room or apartment will be asked to leave, and one of the two following actions will occur:
  - If all residents of the room or apartment are of legal drinking age (21) then all open containers will be dumped, and any unopened containers of alcohol will be allowed to remain in the apartment or room.
  - If any resident of the room or apartment is under the legal drinking age (under 21) and cannot demonstrate that they have not been drinking by volunteering for a breathalyzer, then all containers of alcohol, regardless

of whether they are open or not, will be confiscated and dumped down the most convenient drain. All alcohol bottles will be recycled when possible.

- If an alleged policy violation has occurred all students' names will be sent to the Dean of Students for determination of the appropriate conduct review process. Students can find a copy of the Conduct Review Process in the Student Policy Guide.

### **Drug-Free School and Community Act**

Linfield University is required by federal law (the Drug-Free School and Community Act) to publish the following:

#### ***Driving Under the Influence of Intoxicants (DUII)***

It is illegal to drive in Oregon with a Blood Alcohol Count (BAC) of .08% or more, or under the influence of intoxicants (alcohol and other drugs). DUII is a Class A misdemeanor that can carry a maximum fine of up to \$5,000. You may be found guilty at a lower BAC reading - or even without a breath test if you show visible signs of physical or mental impairment.

#### ***Other Drugs and Driving***

Oregon's DUII law states that it is illegal to drive under the influence of either intoxicating liquor or a controlled substance (over the counter, prescription or illicit drugs), or a combination of both.

#### ***Open Container Law***

In Oregon, it's against the law to drink any alcoholic beverage in a car on a public highway, and it's illegal for the driver or passenger to have an open container in the car on a highway, moving or not.

#### ***Implied Consent Law***

This law provides that anyone (whether licensed in this state, some other state or unlicensed) is deemed to have given consent to a blood alcohol count (BAC) test when arrested for driving under the influence (DUII) on a public highway or premises open to the public

#### ***Host/Server Liquor Liability ORS 471.410***

In Oregon, it's against the law to serve or to make available an alcoholic beverage to a visibly intoxicated individual. Whether you are a host in your home or a server in a licensed establishment, you could be held liable for damages. Penalty: Maximum \$2,500 fine plus one year in jail.

#### ***Minor in Possession (MIP) ORS 471.430***

If you are under 21 years of age, it is against the law for you to:

- Purchase, attempt to purchase, or acquire alcoholic beverages.
- Have personal possession of alcoholic beverages.
- Enter or attempt to enter any portion of licensed premises posted or otherwise prohibiting use of minors.

Penalty: you could be fined up to \$250 for any of the above offenses. If you are under 18 and violate the MIP laws pertaining to alcohol or controlled substances, you may lose your driver's license for at least one year. If you are not yet licensed to drive, your right to apply for a driver's license may be suspended for one year or until you are 17, whichever is longer.

#### ***Furnishing Alcohol to a Minor***

Making alcohol available to a minor is a crime. This would include presenting a gift of alcohol, sharing a drink, collecting party donations, or purchasing alcohol for the minor. Selling (collecting party donations) alcohol to a minor is also illegal.

Penalty: The mandatory minimum fine for a first offense is \$350. The maximum which could be imposed is a fine up to \$2,500, one year in jail, or both.

#### ***Identification***

If you are 21 or older and attempt to purchase alcoholic beverages or enter an establishment where liquor is served, you must be able to produce a driver's license, or, if the license doesn't have your photograph, an identification card issued by the Motor Vehicles Division.

It is against the law for you to:

- Loan your license or ID card to someone else.
- Attempt to use a card belonging to someone else or attempt to use a falsified ID card.
- Make a written statement of age that is false in whole or in part, or produce any evidence that would falsely indicate your age, either in trying to enter a bar or when applying for an ID card from the Motor Vehicles Division.

Penalty: Violations involving ID cards are considered criminal offenses (class A misdemeanors) and carry a fine of not more than \$2,500 or one year in jail or both.

Under Oregon law, the charge and penalty you face for possession of drugs depends on the drug you were caught with. The chart below represents some of the more common possession charges and their maximum sentences:

<b>Drug</b>	<b>Charge</b>	<b>Potential Sentence</b>
Heroin, LSD	Class B felony	Up to 10 years in prison and \$100,000 in fines
cocaine, methadone, methamphetamines	Class C felony	Up to 5 years in prison and \$100,000 in fines
Steroids, some prescription drugs	Class A misdemeanor	Up to 1 year in jail and \$2,500 in fines

Ref: OR.Rev Stat. [§475](#)

### **Medical Clemency Policy**

**STUDENT SAFETY COMES FIRST! IN ANY EMERGENCY INVOLVING ALCOHOL OR OTHER DRUGS, CALL 911 IMMEDIATELY FOR EMERGENCY MEDICAL ASSISTANCE.**

#### ***Linfield Medical Clemency Policy***

Linfield University is strongly committed to the health, safety, and wellbeing of all its students. Students are encouraged to look out not only for their own health and wellbeing, but also for that of their peers. When someone’s health or safety is threatened or appears to be at risk, students should take immediate action to prevent injury, illness, or danger. Medical Clemency is a policy that allows students to seek help for themselves or others, involved in a drug or alcohol-related emergency, without being referred to the formal conduct process.

Linfield University is deeply concerned that, in a medical emergency involving alcohol or other drugs, some students may consider refraining from calling for help because of fear that doing so might subject them to disciplinary action. To address this concern, the following protocol will be used for addressing possible disciplinary consequences when medical emergencies result from the use of alcohol or other drugs. A student may only claim Medical Clemency prior to any report or discovery of an alcohol or drug violation by Residence Life or LPS staff.

- Any individual who seeks campus or medical assistance on behalf of another student during an alcohol or other drug-related emergency will meet with the appropriate university official(s) to discuss the incident, but will not be subjected to disciplinary proceedings through Linfield University’s conduct review process for possession or consumption of alcohol or other drugs.
- The recipient of medical clemency will not be required to resolve the matter through Linfield University’s conduct review process if the student agrees (1) to participate in a referral to an appropriate campus or community resource, and (2) to comply with any possible recommendations set forth by that resource. If the recipient of medical attention does not comply with provisions one and two then the student will be sent through the normal conduct review process. (3) Because the safety and wellbeing of our students is such a concern, students with multiple Medical Clemencies may be asked to seek a professional evaluation regarding their alcohol and/or drug use. Should illegal drugs be discovered as a result of medical clemency, the University is obligated to contact local law enforcement.



- c. If an individual or representative of an organization hosting an event calls for medical assistance, this act of responsibility will alleviate any conduct review sanctions against the individual or organization that might arise from the possession or consumption of alcohol or other drugs. This condition will apply in isolated incidents only and will not excuse or protect those individuals or organizations that flagrantly or repeatedly violate the Linfield University Alcohol and Drug Policies. Similarly, failure to call for campus or medical assistance in an alcohol or drug related emergency will be considered an “aggravating circumstance” and may affect the conduct review resolution against the individual or organization, if violations of the Linfield’s Student Code of Conduct have occurred. This protocol refers only to incidents occurring at university and fraternity housing.

The responsibility for determining applicability of this protocol rests solely with the Office of Student Rights & Responsibilities. This protocol is not intended to address possible violations of criminal laws or their consequences outside the Linfield campus.

### ***State Clemency Policy***

A person under 21 years of age is not in violation of, and is immune from prosecution under, this section if:

- a. The person contacted emergency medical services or a law enforcement agency in order to obtain medical assistance for another person who was in need of medical assistance due to alcohol consumption and the evidence of the violation of this section was obtained as a result of the person’s having contacted emergency medical services or a law enforcement agency;
- or
- b. The person was in need of medical assistance due to alcohol consumption and the evidence of the violation of this section was obtained as a result of the person’s having sought or obtained the medical assistance.

Paragraph (a) of this subsection does not exclude the use of evidence obtained as a result of a person’s having sought medical assistance in proceedings for crimes or offenses other than a violation of this section. SECTION 2. The amendments to ORS 471.430 by section 1 of this 2014 Act apply to conduct occurring on or after the effective date of this 2014 Act.

### **Anti-Harassment**

It is the policy of Linfield University to maintain a work and academic environment free from harassment for its employees, students, visitors, and vendors. Discriminatory harassment, including sexual harassment, is a violation of state and federal law. No form of discriminatory harassment, including sexual harassment, will be tolerated by Linfield University. Any and all complaints or allegations of harassment will be investigated promptly. Appropriate, corrective action will be implemented based upon the result of the investigation in the event harassment in violation of this policy is found to have taken place.

As a University that prides itself on fostering academic freedom, including freedom of speech and freedom of conscience, Linfield especially recognizes these values insofar as the classroom and learning environment is concerned. Students should refer to the section “Anti-harassment Protection and Academic Freedom” in this handbook for consideration of the importance of academic freedom, freedom of speech, and freedom of conscience.

### **Anti-Retaliation Statement:**

It is a violation of University Policy to retaliate in any way against an individual or group who brings forward disclosures, informal reports, formal reports, complaints or allegations in good faith, or who participates in an investigation of discrimination, harassment, or other forms of prohibited conduct.

The University acknowledges that retaliation may take many forms and therefore has identified some examples of actions that may be considered retaliatory:

- Threatening a person with harm or violence
- Pressuring or intimidating another person
- Engaging in repeated attempts of unwelcomed contact
- Abuse, violence, or harm to another person
- Any other conduct that would discourage a reasonable person from engaging in activity protected under this policy
- Any conduct that fits within the definition of retaliation in the Sexual Misconduct and Dating Violence policy.

Any individual or group who believes that they have been the subject of retaliation should immediately report their concerns to the Office of Student Rights & Responsibilities. The University will take immediate action and investigate all reports of retaliation and may pursue disciplinary action as appropriate.

### **Definition of Harassment:**

Harassment is verbal, physical or other (including electronic) conduct that demeans or shows hostility, or aversion, toward an individual because of the student's race, color, religion, sex, gender, national origin, immigration status, age, sexual orientation, or disability, or that of the student's relatives, friends, or associates and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive environment; or
- Has the purpose or effect of unreasonably interfering with an individual's work performance or living environment; or
- Otherwise adversely affects an individual's academic opportunities.

Harassing conduct includes, but is not limited to the following:

- Epithets, slurs, jokes, negative stereotyping or threatening, intimidating or hostile acts that relate to a person's race, color, religion, sex, gender, gender identity, national origin, immigration status, age, sexual orientation, or disability.
- Any material or action which demeans or shows hostility or aversion toward an individual or group because of race, color, religion, sex, gender, gender identity, national origin, immigration status, age, sexual orientation, or disability and is posted on walls, bulletin boards, e-mail, social media or elsewhere.

The terms intimidating, hostile and offensive are interpreted according to legal standards as determined by the law and are looked at from the viewpoint of a reasonable person in similar circumstances as the reporting party.

### **Reporting a Complaint:**

If a student believes they are the victim of harassment or retaliation, the student is encouraged to report a complaint immediately. If the complaint is from a student making an allegation against a university employee then the student may either contact the Dean of Students Office, Dean of Faculty, or the Director of Human Resources. When the allegation is against a university employee the procedure as outlined in the common chapter of the employee handbook will be followed. If the harassment is student to student, students are encouraged to report it to the Dean of Students Office or the Title IX Officer at which time an investigation will begin.

Employees who become aware of potential harassment of others which may be in violation of this policy must report such conduct to one of the following offices: Dean of Students Office, Dean of Faculty, or the Director of Human Resources. Supervisors have an obligation to immediately report any possible instances of harassment involving employees, students or others to the Director of Human Resources or other appropriate persons as indicated above. Once the university has knowledge of the complaint, the university is obligated to investigate the allegation.

### **Title IX**

Title IX of the Education Amendments of 1972 prohibits discrimination based on gender in educational programs which receive federal financial assistance. Title IX can apply in areas such as athletics, student recruitment and admissions, financial aid, scholarships, course offerings and access, employment, and housing and residential services. Title IX also protects students and employees, both male and female, from unlawful sexual harassment in school programs and activities, as well as sexual assault, which are forms of unlawful discrimination under Title IX.

Linfield has established a committee, consisting of a Title IX Coordinator and Deputy Coordinators, each of whom have specific knowledge to respond to concerns in the areas described above. Inquiries related to this policy can be directed to the following:

#### **Title IX Coordinator**

Susan Hopp, Vice President of Student Affairs & Athletics & Admissions

#### **Title IX Deputies:**

Brenda De Vore Marshall, Professor Theatre & Communication Arts

Mary Ann Rodriguez, Vice President for Finance and Administration/CFO

Jane Samuels, Assistant Athletic Director/Senior Woman Administrator (SWA)

Jeff Mackay, Dean of Students

### **Title IX Investigator:**

Adrian Hammond, Director of Student Rights & Responsibilities

### **Investigation Procedures:**

- 1) The Dean of Students or designee is responsible for documenting the complaint and determining, with consultation as he or she deems appropriate, who will conduct the investigation.
- 2) The Dean of Students or other designated investigator will provide both parties the opportunity to present their side of the incident. The investigation will include separate interviews with the complainant, the accused, and any other relevant witnesses as appropriate under the circumstances.
- 3) Before a final decision is made or corrective action is taken against the accused, a written summary of the allegations upon which the corrective action is based will be delivered to the accused for their opportunity to respond (within a reasonable time to be determined by the Dean of Students or designee) if the student so chooses.
- 4) As appropriate during and following the investigation, the University will inform students who have reported alleged harassment about the status of the investigation.
- 5) Upon resolution of the investigation, all investigative reports, notes, evidence, and records will be maintained within the student's file maintained in Student Affairs as needed to investigate and respond to other complaints, or as compelled to produce the files through legal process.

### **Confidentiality:**

In its own actions and the actions of its official representatives, the University will maintain the confidentiality of all harassment investigations to the extent possible, consistent with the University's need to conduct an adequate investigation and to take prompt corrective action to rectify any harassment in violation of this policy which is found to have taken place. However, the University cannot guarantee that confidentiality will be maintained by other employees or students who may need to be questioned about the allegation, or the parties directly involved in the investigation, although the University will advise all concerned to keep investigative matters confidential and not to discuss them elsewhere.

### **Corrective Action:**

Appropriate corrective action will be initiated whenever the evidence warrants it. Violation of Linfield University's anti-harassment policy will subject a student to sanctions up to and including separation. Students against whom corrective action is taken may appeal to the Linfield University Hearing Board as outlined in the student policy guide.

### **Anti-Harassment Protection and Academic Freedom:**

Academic freedom and freedom of inquiry are values to which Linfield University subscribes and which it protects by prescribing boundaries on the extent to which University officials may regulate discourse, speech, and the articulation of conscientiously held beliefs. So long as an opinion is delivered in a civil manner that invites and respects argument to the contrary, academic freedom demands that the University protect its expression. Maintaining academic freedom requires an atmosphere of trust and mutual confidence such that dishonesty, intimidation, harassment, exploitation, and the use or threat of force are incompatible with the preservation of this freedom. Accordingly, substantiated charges of sexual or other kind of discriminatory harassment must be sanctioned both for the reasons articulated in the University's anti-harassment policy as well as for the protection of academic freedom itself.

Anti-harassment policies are not intended to limit the free exchange of opinions or the vigorous debate over ideas, except when harassment and intimidation preclude the very possibility for maintaining an atmosphere of academic freedom. All members of the University are entitled to use speech to convey disagreement, agreement, inquiry, or commentary in keeping with the principles underlying constitutionally protected free expression. In particular, speech that is related to or uttered in connection with academic affairs or the expression of non-anonymous opinions in classrooms, open forums, papers, newspapers, or pamphlets will not constitute discriminatory harassment unless it is so severe or pervasive as to interfere unreasonably with an individual's work or academic performance or unreasonably create an intimidating, hostile, or offensive work or academic environment.

### **Counseling:**

The University recognizes that students may wish to seek counseling and discuss circumstances relating to possible harassment without initiating a complaint. Under these circumstances, students are encouraged to seek counseling in the Offices of Student Health, Wellness and Counseling in Walker 103 or the College Chaplain in Melrose 110. Portland Campus students may contact the Student Counseling Center in Peterson Hall 319 or by emailing [pdxcounseling@linfield.edu](mailto:pdxcounseling@linfield.edu). Online students should utilize local resources in their community.

State-licensed counselors, Student Health Center providers, and the college chaplain by state order are immune from being compelled to divulge confidences. Any communication with a state-licensed counselor or the college chaplain is not a complaint to the college and will remain confidential and will not result in an investigation.

### **CatAlert Emergency Notification**

CatAlert is an emergency notification system that notifies faculty, staff, students and others of critical information and situations affecting campus through the use of text messages, voice messages to multiple phone numbers, email, and more. This system makes immediate notifications across campus without delay.

Current students, faculty and staff are automatically enrolled for CatAlert voice and email messages through WebAdvisor. To receive text messages, students, faculty and staff will need to “opt-in” for text messaging via WebAdvisor, or create a CatAlert portal account. CatAlert is the primary means of emergency communication with the Linfield Community.

To create your own CatAlert portal account, visit WebAdvisor Emergency Notification.

### **Community Relations**

Linfield University is a part of the McMinnville and Portland Communities. All students have an obligation to behave in a manner that creates good relationships with our neighbors. Behavior on campus and off campus are subject to University policy and to the same rules, regulations and laws as apply elsewhere in the city, and local police have jurisdiction both on and off the campus.

#### ***Anyone approached by campus or local authorities:***

- should show identification upon request,
- should be truthful, and
- should comply with requests made by those acting within their scope of their authority while doing their duty.

### **Commencement**

The University reserves the right to insist that all of a student’s bills must be paid and conduct matters resolved for the student to participate in commencement activities and to receive a diploma.

### **Damage/Vandalism Billing**

When possible, damage charges are assessed to the responsible party. In residence halls and apartments, damage to common areas will be billed to the appropriate residence group if the responsible party cannot be identified. This policy is spelled out in the McMinnville Campus Guide to Living at Linfield found on the Residence Life website:

[www.linfield.edu/reslife](http://www.linfield.edu/reslife). The Portland Campus housing policy guide can be found at <http://www.linfield.edu/portland/student-life/residence-life-and-housing>.

### **Federal Law Guidelines**

In accordance with the Higher Education Act of 1965, you have the right to know certain information about Linfield University including a variety of services for students with disabilities, student right to know and various other college policies. As part of our compliance with this regulation, we direct you to visit the web link

<https://inside.linfield.edu/policies/>

### **File Sharing and Copyright Use**

Access to all shared files on a user’s computer must be secured by a password. It is illegal to share or use files, software and other work creations that are protected under copyright law, without explicit permission from the copyright holder. This includes, but is not limited to, all copyrighted audio, video and game files, and published software that is licensed. Users who violate copyright laws may be subject to Linfield disciplinary action and/or prosecution under State and Federal guidelines. The University policy on file sharing and copyright use is set forth at: <https://www.linfield.edu/linfield-libraries/copyright-policy.html>.

### **Fraternity & Sorority Life**

Linfield recognizes four sororities and three fraternities, all located on the McMinnville Campus. The sororities and some fraternities do not have houses, but rather meeting rooms in the lower level of Miller Hall. Most of the fraternities have houses near campus. There will be a structured recruitment week in mid-February for new students interested in finding

out more about Linfield's fraternities and sororities, and informal recruitment events throughout the remainder of the academic year.

For students choosing to join a sorority or fraternity, there is usually a fee for initiation and dues which need to be paid sometime during the semester in which they join. After their first semester, all fraternity and sorority charges will appear on the students' accounts. These charges are applied to the account only after the student has signed a billing slip authorizing the charge to be made. This charge is typically for dues, local fees, and in the case of fraternities, housing charges. Men joining fraternities may move to the fraternity house after one full semester in college housing. Again, these charges will be added to the student's account.

Questions about sororities and fraternities should be directed to the Fraternity and Sorority Life Advisor who can be reached at 503-883-2435.

## **Guests and Visitors**

Guests and visitors shall abide by Linfield policies. Those who invite guests to campus are responsible for their guest's behavior and will be held accountable for their guests' actions. Residents who host overnight guests must have permission from their roommates to do so and must notify their RA in accordance with the policy in the Guide for Life at Linfield for McMinnville and the Loveridge Hall Handbook in Portland.

**McMinnville Campus:** To avoid the cost of a "No Permit" citation, Linfield community members must notify Linfield Public Safety they have a temporary or overnight visitor vehicle on campus. Vehicles can be registered online, in person, over the phone, or via email.

**To register a vehicle please provide the following information:**

- Name and phone number.
- Vehicle plate number.
- Vehicle make, model & color.
- Visitor's name and phone number (visiting vehicles only)

As long as your vehicle is parked in accordance with Oregon state law and the Linfield University Traffic and Parking Regulations, there should be no problem. Your visitor may park in any regular parking space. Should you receive a citation contact the LPS office for further instructions.

## **Information Technology Policies**

Information technology policies and guidelines have been designed with existing laws and other policies as well as the following guiding principles in mind:

**Primary vs. Secondary use:** Information technology resources are provided primarily to support and enhance the educational and scholarly mission of Linfield University. Linfield University encourages the use of information technology resources for this primary activity and supports such activity to the extent resources permit. Other activities are considered to be secondary. As such, they are not necessarily prohibited or even discouraged. However, should such secondary activities in any way interfere with primary activities, they may be terminated immediately whether or not such activities are explicitly detailed in the information technology policy statements.

**Individual rights:** Linfield respects and promotes individual rights to privacy, equitable and fair access to resources; intellectual, real property, and civil rights. Activities which threaten these rights are discouraged and/or prohibited and may be terminated immediately whether or not such activities are explicitly detailed in the information technology policy statements.

**Impediments to community use:** Activities that are detrimental to community access to information technology are prohibited. Such activities may be terminated immediately whether or not such activities are explicitly detailed in the information technology policy statements.

**Procedure:** If you suspect violations of this policy, contact the ITS Support Offices (macsupport@linfield.edu or (503) 883-2553) or any other member of the ITS Staff.

Violations of this policy will ordinarily result in an educational process and a warning. Serious or repeated violations may result in denial of access to University owned information technology, which normally means disabling user id access to campus servers and will be reported to the appropriate dean or vice president.

For the full set of ITS Policies please visit the ITS website: <https://inside.linfield.edu/its/policies/index.html>.

## **Lactation Support**

We value breastfeeding for the multitude of benefits it provides to mothers, children, families and communities. We recognize the unique challenges that come with being a student and a breastfeeding mother simultaneously. We commit to support breastfeeding students during their time at Linfield so that they may successfully meet their academic and parenting goals.

Breastfeeding student mothers are protected by federal and state laws. Title IX of the Education Amendments of 1972, a federal education amendment enforced by the U.S. Department of Education's Office for Civil Rights (OCR), prohibits federally funded educational programs from discrimination of students based on sex, including pregnancy, childbirth, and parenting. Title IX requires educational institutions to provide reasonable accommodations and equal special services as provided to any other student with temporary medical conditions.

***See the following link for details and application.***

<https://www2.ed.gov/about/offices/list/ocr/docs/pregnancy.pdf>

<https://www2.ed.gov/about/offices/list/ocr/docs/dcl-know-rights-201306-title-ix.pdf>

<https://thepregnantscholar.org/title-ix-basics/>

Oregon state law also protects breastfeeding mothers' right to breastfeed in public without harassment. See link for details and additional state and federal breastfeeding laws:

<https://www.oregon.gov/oha/ph/healthypeoplefamilies/babies/breastfeeding/pages/laws.aspx>

### ***Student Responsibilities:***

Breastfeeding student mothers must contact the faculty connected with their classes and/or clinical or field experiences as soon as they are aware that they will need special services. It is also beneficial to contact the campus breastfeeding liaison for guidance.

Lactation Liaison OCE & McMinnville Campus: Naomi Pitcock (npitcock@linfield.edu)

Lactation Liaison Portland Nursing Campus: Cheryl Langford (clangfor@linfield.edu)

### ***Linfield Responsibilities:***

Linfield must provide reasonable and equal accommodations and services to breastfeeding students as would be provided to other students with any temporary medical conditions. State and federal laws provide a partial framework for reasonable and essential accommodations, such as providing a private, secure room that is not a bathroom, and reasonable break times for pumping and/or breastfeeding. Other accommodations will be specific to students, such as keeping up with class due to missed time for lactation needs and making special arrangements for off campus learning such as clinical or internship experiences. Oregon state law also protects breastfeeding mothers' right to breastfeed in public, this includes Linfield campuses.

## **Meal Plan Requirements**

All McMinnville Campus students in residence halls or fraternity housing (who are non-suburb eligible) are required to be on a meal plan. For the first semester that a student attends Linfield (including transfer students) and living in a residence hall, the student starts with the Unlimited meal plan. For the second semester and thereafter, a different option may be chosen. Meal Plan changes may only be made during the first two weeks of fall and spring semesters, and during the first two days of January Term.

For information about specific meal plans and dietary needs, visit the Dining Services web site at <https://linfield.sodexomyway.com/>. There is no dining hall or meal plan on the Portland Campus.

## **Medical Review and Involuntary Withdrawal**

The Dean of Students (in collaboration with at least one of the following; the university health center, professional counselors, outside medical professionals or anyone else deemed necessary) may withdraw or temporarily suspend the student from the University when a student engages in any behavior that:

- Poses a risk to the well-being of others;
- Prevents effectively pursuing his or her academic work; or
- Is detrimental to others in the students living environment, or academic environment.

If involuntary withdrawal of the student is necessary, readmission to Linfield is dependent upon approval by the Dean of Students and the Director of the Student Health, Wellness, & Counseling Center. The process of readmission may include a psychological evaluation, and review of the student's compliance with a recommended treatment plan.

### **Missing Student Guidelines**

If a person has reason to believe that an on-campus student is missing, efforts will be made to locate the student through the collaboration of the Office of Student Affairs and Linfield Public Safety (LPS).

Should the University determine that the student is missing Linfield University will notify law enforcement. Linfield University will contact the student's emergency contact no later than 24 hours after the student is determined to be missing. If the missing student is under the age of 18 and is not an emancipated individual, Linfield University will notify the student's parent or legal guardian no later than 24 hours after the student is determined to be missing. The local police department with assistance and cooperation of the University will retain status as the primary investigative unit in missing student cases.

Linfield Students have the option to identify an individual to be contacted by Linfield University in the event the student is determined to be missing. Students who wish to identify a confidential contact can do so through the Linfield University Student Affairs Office in Melrose 110.

If located, verification of the student's state of health and intention of returning to campus will be determined. When appropriate, a referral may be made to the Student Health, Wellness, & Counseling Center.

### **Name Changes**

Any student may ask to set up a "chosen" name. The chosen name appears on some student records, like rosters and email names, but not on official documents like transcripts, financial aid, and tax records (complete list below). It is also the "main" name at the top of the screen in Colleague. In Colleague, the chosen name shows in addition to other names and the legal name is not hidden. The CatNet ID nor ID card is changed if the chosen name is entered after a student has started at Linfield. Students may request to have a new ID printed with their current name.

For students who have not made a legal name change, the registrar's office may assist with a name change to update everything except official documents like transcripts, financial aid, and tax records. For this process, the student should make an appointment to see the registrar, Diane Crabtree ([dcrabtre@linfield.edu](mailto:dcrabtre@linfield.edu)). The registrar will work with the student to remove the visibility of the legal name in Colleague to "casual users". To make a legal name and "sex" change, students need to go through the Judicial branch of whatever state their birth certificate is from. As of 6/24/20 the information and documents for Oregon can be found

at <https://www.courts.oregon.gov/programs/family/forms/Pages/name-sex-change.aspx>. There are multiple resources that support people navigating this process such as the National Center for Transgender Equity. As of 6/24/20 their website with information by state can be found at <https://transequality.org/documents>.

Documents requiring legal name (because these are connected with social security ID):

- Transcript
- Tax Forms (for example: I-9, W-4, 1098T, 1099-Misc, etc...)
- TIAA Retirement Contribution form
- Insurance forms for employees
- Financial Aid Forms
- Financial Aid Communications
- Security checks required by nursing, education and certain other academic departments
- Name badges/IDs used by nursing students during clinicals

Documents/systems/items using "Chosen Name" (when available), otherwise "Official Name":

- Blackboard
- Class Rosters
- WebAdvisor
- Self Service

- Student ID
- Email Correspondence
- Outlook Global Address

### **Non-Binary Bathroom Use**

Any person may use a bathroom that best suits both their current need and their gender identity. This means that any trans\* person may use whatever bathroom best aligns with their identity.

Such bathrooms may not exist for people of all genders, especially those who are non-binary, gender non-conforming, agender, and other related gender identities. Such bathrooms also may not be accessible due to things like disability and unreasonable distance. In the event that a bathroom is not readily available that fits with the gender identity of a person, they are able to use any bathroom they need. We recognize this is an imperfect solution for individuals when there is no restroom that aligns with their identity/identities.

If someone experiences harassment, hate speech, or any other form of violence around their identities because of the bathroom they are using, that would be included under the Linfield harassment policy. Such behaviors are unacceptable in our community and would be sent through the conduct process if the survivor wants that to occur.

These policies and procedures also cover locker room spaces.

### **Off Campus Housing Exemption**

Linfield University's McMinnville Campus is a residential campus and requires all students to live in university housing, unless the student meets one of the following criteria to live off campus;

- 4th year college attendance (minimum)
- 21 years of age prior to the start of the academic year
- living with parent(s) or guardian(s) in primary residence within 20 miles of the McMinnville campus
- married or registered domestic partnership or a qualifying dependent(s) living with you in your home.

The Portland Campus does have limited campus housing but living on campus is not required.

### **Publicity Policy**

Publicity materials can be posted only on designated bulletin boards and with approval of the supervising department. They may not be posted on walls, doors, windows, or mirrors unless specific permission has been given by the Facilities Services in McMinnville or Campus Operations in Portland. Improperly posted materials will be removed. All publicity materials must clearly identify the name of the sponsoring organization. Sponsoring organizations include ASLU clubs and organizations, University recognized organizations, and University departments.

Use of sidewalk chalk must be pre-approved by the Student Activities Office in McMinnville and must also identify the sponsoring organization. Chalk must be removed by the organization within a 24-hour period. Failure to remove chalk will result in a fine of \$25 per day until it is removed. Each eligible group may sidewalk chalk only once per semester.

### **Public Presentations**

Public presentations are an integral part of University educational activity. The University is responsible for what is taught, displayed, or presented in the institution; not in the sense of content approval so much as with respect to educational value and public relations potential. The presentation of an event does not indicate University endorsement of program content or philosophy, even though the University bears costs and provides facilities.

Faculty members should confer with and have the approval of their departments or divisions with respect to the nature of presentations. ASLU-recognized student groups may sponsor presentations with ASLU approval.

All sponsors must take responsibility to complete prior arrangements for time and place and to respond to inquiries, complaints, and compliments. To the extent that controversy can be anticipated, faculty members and students are responsible for pointing out the controversial nature of the program in advance and including such considerations in their requests for Senate or departmental approval.

The University administration reserves the right to cancel or prevent certain public events with potential to arouse anti-social or irrational behavior; however, a careful adherence to policy guideline will minimize the probability of such action.



## **Reform to Policies/Regulations**

Changes in any University policies or regulations are made through participation in the organized channels of the University, e.g., the ASLU, the faculty, and the Board of Trustees. If you have a concern, suggestion, or complaint about policies or regulations in our community we encourage you to speak out! Some avenues for the expression of these issues are already established.

If your concern pertains to academics, and you are unable to discuss the matter with your professor, discuss the matter with the department chairperson. If the department chairperson happens to be the professor involved or doesn't handle the situation to your satisfaction, consult with the Vice President of Academic Affairs, Melrose 201 in McMinnville.

If you have a complaint about an administrative department, contact the head of that department and the appropriate vice president of that division, or contact the Dean of Students in Melrose 110 in McMinnville for assistance.

## **Residence Halls and Suburbs**

All residents are encouraged to participate in various activities and opportunities within Residence Life. Students will have the opportunity to plan programs, participate in annual events, and to join the Residence Hall Association and the Peer Hearing Board on the McMinnville Campus.

All residents are responsible for the safety and security of themselves, their neighbors and the property. Residents will be issued keys to their room and their Student ID card will open the outside doors of the buildings. Students are encouraged to carry their key and Student ID at all time. Lost keys should be reported to the Resident Advisor immediately so that the lock can be changed.

Resident rights and responsibilities are spelled out in the Linfield Guide to Living and the Residence Life Contracts on both campuses. All residents and visitors are responsible for knowing the policies of the University and for complying with them.

## **Sales and Solicitations**

Linfield prohibits on campus sales, in any form, of goods or services not contracted for by the University, ASLU, or their officially recognized clubs and organizations. All authorized sales must be approved by the Director of Student Activities in McMinnville or Director of Student Life in Portland and registered in that office. The sponsoring organization may seek approval by filling out the appropriate form. Upon approval, the vendor must register by personally filling out a registration form in the Director of Student Activities Office. That office must approve the time and location of the sale. No sales or solicitations may be done door to door.

Any Linfield organization may sponsor only one such sale per academic year. The vendor must post a sign at the point of sale indicating the sponsoring organization.

## **Sexual Misconduct and Relationship Violence Policy and Procedures**

### **Policy Statement**

In keeping with its mission, Linfield University commits itself to creating an environment which aims to be violence free and fosters excellence in learning for its students and in work performance for its employees. Linfield University's expectations of civility among community members exceed those applied to the public at large. The Linfield University Sexual Misconduct and Relationship Violence Policy, while prohibiting offenses forbidden by Oregon law, also prohibits conduct that may not be a crime under Oregon law. As a result, Linfield also requires a higher standard of conduct for members of the Linfield community than those applied to the public at large.

No member of the University community shall engage in sexual misconduct or relationship violence against another member of the University or larger community. To this end, the University shall annually apprise its students, faculty, administrators, and staff of this policy, and inform them about the meaning, effects and consequences of sexual misconduct and relationship violence.

For the protection of the community, the University may take action against those who commit such misconduct. In taking action, the University will make every attempt to provide as much privacy for the reporting party(s) and the responding party(s) as possible. In fulfilling this policy and its procedures, the University shall seek to mitigate further harm experienced by a reporting party while balancing the need for appropriate procedural protections for a responding party. Should sexual misconduct or relationship violence be found to have occurred, the University will, to the extent it is able, identify and implement appropriate remedies and sanctions.

## Notice of Non-Discrimination

Linfield University does not discriminate on the basis of sex in education programs or activities it operates including admissions and employment. Inquiries about the application of Title IX and this policy may be referred to the University's Title IX Coordinator.

## Title IX & Sexual Misconduct and Relationship Violence Coordinator Contact Information

For inquiries about the Notice of Non-Discrimination or this policy in general please contact

Susan Hopp, Title IX Coordinator, Vice President of Student Affairs & Athletics, & Admission

Office: 108 Melrose Hall, 900 SE Baker Street, McMinnville, Oregon 97128

Phone: 503.883.2278

E-mail: shopp@linfield.edu

## Applicable Federal Law and State Law

- A. This policy has been written to comply with the requirements of all applicable Federal and State laws. To the extent that this policy is inconsistent with those laws or the laws change before the policy has been updated, state and federal law supersedes this policy.
- B. If any provision of this policy is found to be invalid, illegal, unconstitutional, or unenforceable, that finding shall not affect or undermine the validity of any other provision.

## Scope

- A. Title IX Sexual Misconduct and Relationship Violence Procedures apply to complaints that name responding parties over whom Linfield University exercises substantial control. This may include students, staff, faculty, volunteers, contractors and others brought into University business to participate in or execute University programs or activities.
- B. Linfield University's Extended Sexual Misconduct and Relationship Violence Procedures apply to cases that name responding parties that include all students, staff, faculty, volunteers (including trustees), contractors and others brought into University business to participate in or execute University programs or activities.

## Jurisdiction

- A. Title IX Sexual Misconduct and Relationship Violence Procedures apply in all instances in which the University has actual knowledge of potential Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking as defined by these policies that occur in an educational program and activity of the University against a person in the United States.
- B. Linfield University's Extended Sexual Misconduct and Relationship Violence Procedures apply to all potential instances of Sexual Harassment, Sexual Exploitation, Sexual Assault, Sexual Misconduct, Domestic Violence, Dating Violence, or Stalking as defined by these policies that occur on Linfield University premises; during any Linfield University educational programs and activities regardless of location; and off-campus when the conduct has a rational nexus to Linfield University and/or the pursuit of its objectives or that poses a potential threat to the health, safety, or culture of non-discrimination the University or any person associated with the University or substantially impacts any person's ability to continue their University-related pursuits.

## Determination of the Appropriate Procedure

Where a potential instance of Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking falls under the scope and jurisdictional requirements of the Title IX Sexual Misconduct and Relationship Violence Procedures, those procedures must be followed. However, if a complaint is dismissed from the Title IX Sexual Misconduct and Relationship Violence Procedure, it may then be brought under the Linfield University Extended Sexual Misconduct and Relationship Violence Procedures.

## Definitions

"Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the University's Title IX Coordinator or any official of the University who has authority to institute corrective measures on behalf of the recipient. Constructive notice is insufficient to constitute actual knowledge.

"Process Navigator" means a person of a party's choosing who can accompany them to any hearings, investigative interviews, or other meetings related to this procedure. If a party does not have a process navigator during a hearing, the

process navigator may be of the institution's choosing. In some instances, pursuant to this policy, a process navigator may be an attorney.

"Alcohol or Substance Induced Incapacitation" means that a person is rendered incapable of appraising or controlling one's own or the other's conduct at the time of the alleged offense due to the use of alcohol or other substances. Whether the individual chose to use the alcohol or substance, was coerced into using the alcohol or substance, or was tricked into or unknowingly used the alcohol or drugs is irrelevant to a determination of capacity.

"Consent" / "Explicit consent". For the purposes of this policy, all consent must meet explicit consent. Explicit consent means:

- A. Informed, freely and actively given consent. It is active, not passive. It cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion.
- B. It requires clear communication between all persons involved in the sexual encounter. It can be communicated verbally or nonverbally, but in whatever way it is communicated, it must be mutually understood. Silence, in and of itself, cannot be interpreted as explicit consent.
- C. Explicit Consent means that it is the responsibility of the initiator of sexual contact to make sure they understand fully what the person with whom they are involved wants and does not want sexually. This includes knowledge of somebody's mental or physical state and corresponding ability to consent. An incapacitated individual is incapable of providing explicit consent.
- D. Explicit Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or previous instances of consent do not imply consent to future sexual acts.

"Constructive Notice" means notice of sexual harassment that the University should have reasonably known through exercise of reasonable care.

"Disclosure" means sharing information related to an alleged incident of Title IX Sexual Harassment, Sexual Harassment, Sexual Exploitation, Sexual Assault, Sexual Misconduct, Domestic Violence, Dating Violence, or Stalking to any staff, faculty, student, volunteer or other person association with the University without the intent to trigger a University response.

"Educational Program and Activity" includes

- A. locations, events, or circumstances over which Linfield University exercised substantial control over both the responding party and the context in which the sexual harassment occurs.
- B. any building owned or controlled by a student organization that is officially recognized by Linfield University.

"Forceable Sex Offense" means any sexual act directed against another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent. (forcible rape; forcible sodomy, sexual assault with an object; and forcible fondling).

"Formal Report" means a document filed by a reporting party or signed by the Title IX Coordinator alleging sexual harassment against a responding party and requesting that Linfield University investigate the allegation of Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking under the Title IX Sexual Misconduct and Dating Violence Procedure.

"Incapacitation" / "Incapacitated" means a state where a reporting party cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction. Incapacity may:

- A. be alcohol or substance induced incapacitation, or
- B. be the result of a mental disorder or physical helplessness.

"Mental Disorder" means that a person suffers from a mental disease or disorder that leaves the individual rendering them incapable of appraising the nature of a situation or communicate unwillingness to engage in an act.

"Physical Helplessness" means that a person is unconscious, or for some other reason physically unable to communicate unwillingness to engage in an act.

"Nonforceable Sex Offense" means unlawful, non-forcible sexual intercourse. (incest, statutory rape)

“Report” means a report of an alleged incident of Title IX Sexual Harassment, Sexual Harassment, Sexual Exploitation, Sexual Assault, Sexual Misconduct, Domestic Violence, Dating Violence, or Stalking to the Title IX Coordinator or an official of the University with authority to institute corrective measures on behalf of the University with the intent to trigger the Linfield University Extended Sexual Misconduct and Dating Violence procedure.

“Responding party” means an individual who is alleged to be the actor of conduct that could constitute Title IX Sexual Harassment, Sexual Harassment, Sexual Exploitation, Sexual Assault, Sexual Misconduct, Domestic Violence, Dating Violence, or Stalking.

“Reporting party” means an individual who is alleged to be the victim of conduct that could constitute Title IX Sexual Harassment, Sexual Harassment, Sexual Exploitation, Sexual Assault, Sexual Misconduct, Domestic Violence, Dating Violence, or Stalking.

“Reporter” means an individual who discloses conduct that could constitute Title IX Sexual Harassment, Sexual Harassment, Sexual Exploitation, Sexual Assault, Sexual Misconduct, Domestic Violence, Dating Violence, or Stalking but is not alleged to be the victim of the conduct.

“Supportive Measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the reporting party or the responding party before or after the filing of a formal report or where no formal report has been filed. Such measures are designed to restore or preserve equal access to the University’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the University’s educational environment, or deter sexual harassment.

“Unwelcome sexual advances” / “Unwelcome sexual conduct” / “Unwelcome sexual contact” means any sexual conduct, advance or contact without explicit consent.

### **Prohibited Conduct**

The following behaviors constitute prohibited conduct under this code. After the appropriate procedures have been followed, if a responding party has been found responsible for any of these forms of conduct, they will be subject to sanctions and a reporting party will be eligible to receive appropriate remedies as described in this policy:

- A. “Title IX Sexual Harassment” which includes conduct on the basis of sex that satisfies one or more of the following:
  1. An employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual’s participation in unwelcome sexual conduct;
  2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University’s education program or activity; or
  3. Sexual Assault
- B. “Sexual Harassment” which includes unwelcome conduct of a sexual nature. Sexual harassment can include:
  1. Unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal or physical conduct of a sexual nature where such conduct is sufficiently severe or pervasive that it has the effect, intended or unintended, of unreasonably interfering with an individual’s work or academic performance or it has created an intimidating, hostile or offensive environment and would have such an effect on a reasonable person.
  2. An employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual’s participation in unwelcome sexual conduct;
  3. Sexual Assault
- C. “Sexual Exploitation” which includes when an individual takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct or relationship violence offenses.
- D. “Sexual Misconduct” which includes sexual conduct, or the threat of such conduct, that is predatory in nature and that a reasonable person in the circumstances would consider offensive or likely to be harmful to others. Sexual misconduct may include, but is not limited to, the exposure of one’s sexual organs or the display of sexual behavior.

- E. “Sexual Assault” which includes any offense classified as a forcible or nonforcible sex offense.
- F. “Domestic Violence” which includes any felony or misdemeanor crime of violence committed by:
  - a. a current or former spouse or intimate partner of the victim,
  - b. a person with whom the victim shares a child in common,
  - c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
  - d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies under VAWA, or
  - e. any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction
- G. “Dating Violence” which includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.
- H. “Stalking” which includes engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) Fear for the person’s safety or the safety of others; or (2) Suffer substantial emotional distress.
- I. “Retaliation” which includes any action to intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal report of sexual harassment, for the purpose of interfering with any right or privilege secured this policy constitute retaliation.

**Substance Clemency**

A student’s safety comes first. A student will not be disciplined for violations of the University’s drug and alcohol policies that occurred in connection with the disclosed prohibited conduct that were discovered as a result of a prohibited conduct disclosure or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

**Title IX Sexual Misconduct and Relationship Violence Procedures**

These procedures apply to disclosures and formal reports that meet the scope and jurisdiction of the Title IX Sexual Misconduct and Relationship Violence Procedures as defined in the relevant provisions (Scope and Jurisdiction) of this policy.

**Disclosures**

- A. Any person may disclose sex discrimination, including Title IX sexual harassment, dating violence, domestic violence or stalking to the Title IX Coordinator in one of the following ways:
  - 1. mail
  - 2. telephone
  - 3. electronic mail
  - 4. any other means that results in the Title IX Coordinator receiving the person’s verbal or written disclosure.
- B. The disclosing person does not need to be the reporting party
- C. A disclosing person may disclose an alleged instance of Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking to the Title IX Coordinator without initiating a formal University response.
- D. After a disclosure is made, the University will contact and offer to provide process counseling about available supportive measures, formal and informal procedures, which procedure is appropriate and how to file a formal complaint to the reporting party.

- E. All disclosure will be reviewed by the University to identify whether the conduct falls within the scope of this policy or other related policies.

### **Formal Reports**

- A. formal report is required to initiate the Title IX Sexual Misconduct and Dating Violence Procedures.
  - 1. Only individuals who are participating in or attempting to participate in the education program or activity of the University with which the formal report is filed may file a formal complaint.
  - 2. Linfield University must investigate the allegations in a formal report.
- B. Dismissal of a formal report:
  - 1. If the conduct alleged in a formal report would not constitute Title IX sexual harassment, dating violence, domestic violence or stalking as defined in this procedure or did not occur within the scope or jurisdiction of this procedure, the University must dismiss the formal report for purposes of Title IX
  - 2. The University may dismiss a formal report at any time during the investigation or hearing stages for the following reasons:
    - a. reporting party notifies the Title IX Coordinator in writing that the reporting party would like to withdraw the formal report
    - b. the responding party is no longer enrolled or employed by Linfield University
    - c. circumstances prevent Linfield University from gathering evidence sufficient to reach a determination.
  - 3. Upon dismissal of a formal report, the University will promptly send written notice of the dismissal and reason(s) therefor to parties.
  - 4. Any formal report dismissed under these procedures will be reviewed by the Title IX coordinator to determine whether it is appropriate to commence a proceeding under the Linfield University Sexual Misconduct and Dating Violence Procedures.
- C. The University may consolidate formal reports where the allegations of Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking arise out of the same facts or circumstances.

### **Rights of Parties**

After the filing of a formal report, reporting party and responding party, have the right to:

- A. written notice of date, time, location, participants and purpose of all hearings, investigative interviews, or other meetings related to this procedure
- B. a process navigator of their choosing who can be, but is not required to be an attorney, to accompany them to any hearings, investigative interviews, or other meetings related to this procedure
- C. inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in a formal report
- D. equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence to the investigator and at the hearing
- E. confidentiality of any records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional in connection with the provision of treatment to the reporting party or responding party, unless the reporting party or responding party provides voluntary, written consent for their use.
- F. access to process counseling and supportive services promptly after a disclosure is made and/or a formal report is filed.
- G. with regard to the responding party, no disciplinary remedies or sanctions being taken until there is a finding of responsibility after the completion of these procedures. This does not preclude the University from taking separate interim measures related to campus safety as described herein.

### **Responsibilities of the University**

During the Title IX Sexual Misconduct and Dating Violence Procedure, the University has the responsibility to:

- A. promptly contact a reporting party and offer process counseling.

- B. provide the parties the range of available supportive measures.
- C. to the extent possible, provide confidentiality surrounding supportive measures.
- D. take the reporting party's wishes into consideration when identifying supportive measures and University response.
- E. follow these procedures as outlined when formal reports are filed.
- F. establish the extent to which the process navigator of a reporting party or responding party's choosing may participate in hearings, investigative interviews, or other meetings related to this procedure.
- G. evaluate whether any person designated to facilitate this procedure has a conflict of interest or bias in any given case.
- H. preliminary review and investigate all formal reports that allege conduct that falls under this procedure.
- I. promptly and equitably determine if a formal report is not covered by this procedure and dismiss it.
- J. follow timeframes and ensure the reasonably prompt resolution of each case and provide written notice to parties of delays or extensions and reasons for delays or extensions.
- K. when a finding of responsibility has been determined, determine when appropriate, remedies for a reporting party and sanctions for a responding party.

### **Formal Report Process**

Upon receipt of a formal report:

- A. The University will provide written notice to all responding parties and reporting parties that includes:
  - 1. notice of this procedure and any available informal resolution process
  - 2. notice of the allegations of prohibited conduct and sufficient details of the Formal Report
- B. The University will provide on-going notice of any additional allegations included within the scope of the investigation that arise during the course of these procedures.
- C. The University will initiate an investigation into the allegations in the Formal Report.
- D. Interim measures may be taken by the University that include:
  - 1. removal of the responding party from the University's education program or activity on an emergency basis, if a safety and risk analysis has determined that there is an immediate threat to the physical health or safety of any student or other individual arising from the allegations of prohibited conduct
    - a. Responding party must be provided notice of removal and an opportunity to challenge the University's decision
  - 2. any other interim measure intended to protect the physical health or safety of any student or other individual arising from the allegations of prohibited conduct.

### **Investigations**

- A. The investigative process must
  - 1. presume that the responding party is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of this procedure.
  - 2. presume that all complaints are made in good faith.
  - 3. include an objective evaluation of all relevant evidence.
- B. The burden to gather evidence rests on the University.
  - 1. The University must gather documents and evidence and conduct fact-finding interviews with parties and witnesses.
  - 2. The University must ensure that parties have an opportunity to participate in interviews with the investigator, provide witnesses and provide evidence to be reviewed.

- i. The University must provide written notice to a party of their scheduled investigative interviews including the date, time, and location of the interview
- C. At the conclusion of an investigation, and after reviewing all relevant evidence and performing all relevant interviews, the investigator will draft a written investigative report that includes the factual findings as well as any evidence or interviews upon which those findings were determined.
  1. The University will provide parties 10 academic calendar days to review the draft report, inspect any evidence obtained by the investigator, and submit a written response to the investigative report draft.
  2. The investigator must review and consider the written responses to the draft report prior to finalizing it.
  3. The University will provide parties with the final report to review and allow for parties to submit a final written response.
  4. The University will provide the report and all final written responses to the Decision-maker(s) prior to the commencement of the hearing.

### **Hearing Processes**

Hearings provide an opportunity for the reporting party and responding party to respond to the allegations through statements to the decision-maker, cross-examination of other parties and witnesses to the alleged conduct, challenging any evidence gathered or presented, and presenting additional evidence for consideration.

#### ***Timing***

1. The University must provide parties with notice of a hearing date within 15 academic calendar days of the submission of the final investigative report.
  - a. Notice must include the date, time, and location of the hearing.
2. The hearing is not to take place less than 10 academic calendar days after the submission of the final investigative report.

#### ***Hearing Procedure***

1. The decision-maker(s) will oversee the hearing process.
2. All hearings must be live hearings and audio, audiovisual or transcript recordings of the hearing must be created and made available for all parties to review upon request.
3. Parties may request to be located in separate rooms during the hearing.
4. Parties may have a process navigator of choice present at the hearing who may observe, support and participate in cross-examination, this may be a process navigator different from the process navigator the responding party or reporting party uses at other stages through this procedure.

#### ***Evidence***

1. Parties or their process navigator may make a statement to the Decision-maker(s), provide witnesses, provide evidence, and ask questions of the Decision-maker(s).
2. Parties' process navigator may cross examine witnesses and other parties.
3. All evidence considered by the investigator, discussed in any party's final response or that any party intends to present at the hearing must be made available to all parties at the hearing.

#### ***Cross-Examination***

1. A party's process navigator of choice is permitted to cross-examine the other party and any witnesses.
  - a. If a party does not have a process navigator present the University will provide an process navigator.
  - b. Parties are prohibited from conducting cross-examination.
2. Cross-examination must be conducted directly, orally, and in real time
3. Cross-examination is limited to relevant questions.
  - a. Questions and evidence about the reporting party's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the reporting party's prior sexual behavior are offered to prove that someone other than the responding party committed the conduct alleged by the



- reporting party, or if the questions and evidence concern specific incidents of the reporting party's prior sexual behavior with respect to the responding party and are offered to prove consent.
- b. The decision maker determines whether the question is relevant and must explain any decision to exclude a question as not relevant.
4. If a party or witness does not submit to cross-examination the decision-maker may not rely on any statement of that party or witness in reaching a determination.

### ***Determinations***

1. The decision-maker(s) must determine by a preponderance of the evidence, whether the responding party is responsible for the prohibited conduct alleged in the formal report.
2. If the responding party is found responsible:
  - a. The decision-maker(s) must determine what remedies are appropriate for the reporting party given the determination of responsibility and prohibited conduct.
  - b. The decision-maker must determine what sanctions are appropriate for the responding party given the determination of responsibility and prohibited conduct.
3. The decision-maker's determination of responsibility, remedies and sanctions must be memorialized in a written determination and provided to parties.
4. The determination is considered final either:
  - a. If an appeal is not filed, on the date the University provides parties with the written determination as of the result of the appeal,
  - b. If no appeal is filed, on the date on which an appeal would no longer be considered timely

### ***Remedies***

1. Potential remedies must be designed to restore or preserve equal access to the University's education program or activity, and include:
  - a. Housing adjustments
  - b. Academic course adjustments
  - c. Class registration priority
  - d. Housing registration priority
  - e. Non-academic restrictions for use of campus facilities

### ***Sanctions***

Potential sanctions may be disciplinary, punitive or burden responding party, and include:

- a. warning: an official reprimand in writing, delivered to the accused student and placed in the student's file;
- b. probation: a condition that stipulates that any further violations of regulations may result in a suspension. Length of probation will be specified;
- c. probation with terms: a condition that adds to regular probation stipulations that may deny the accused student certain privileges or requires certain action of the student;
- d. recommendation for suspension: separation from the College for a definite or indefinite period of time;
- e. recommendation for dismissal: permanent separation from the College; and/or
- f. other action that may seem appropriate for any given case.

Sanctions against groups include those listed above in a-f, and also deactivation, loss of all privileges, including college recognition, either temporarily or permanently.

### ***Appeals Process***

- A. Any party may appeal the following:

- a. Determination regarding responsibility
  - b. University's dismissal of a formal report
- B. Any party wishing to appeal must file their request to appeal in writing with the Title IX Coordinator within 5 academic calendar days after being provided a written copy of the Decision-maker's determination or notice of University's dismissal of a formal report. The request to appeal must include a description of the basis for appeal.
- a. Title IX Coordinator must provide a written notice and copy of the request to appeal to all parties and allow 5 academic calendar days for non-appealing parties to respond.
  - b. Responses to the request to appeal must be in writing
- C. The following are available bases for appeal:
- a. Procedural irregularity that affected the outcome of the matter
  - b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter
- D. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against reporting parties or responding parties generally or the individual reporting party or responding party that affected the outcome of the matter
- E. The Decision-maker(s) for the appeal may not be the same person who reached the initial determination regarding responsibility or dismissal of the formal report, the investigator, or the Title IX Coordinator.
- F. The appellate Decision-maker(s) will issue a written determination describing the outcome of the appeal and the rationale for the result to all parties within 72 hours after receiving the responses of non-appealing parties.

### **Confidentiality**

The University will keep confidential the identity of any individual who has made a disclosure or complaint of sex discrimination, including any individual who has made a disclosure or filed a formal report of prohibited conduct, any reporting party, any individual who has been disclosed as be the perpetrator of sex discrimination, any responding party, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

## **Linfield University's Extended Sexual Misconduct and Relationship Violence Procedures**

These procedures apply to disclosures and complaints that meet the scope and jurisdiction of the Linfield University Extended Sexual Misconduct and Relationship Violence Procedures as defined in the relevant provisions (Scope and Jurisdiction) of this policy.

### **Reporting Disclosures**

- A. A person may make a disclosure of any prohibited conduct under this policy to the Title IX Coordinator or any of the following individuals:
- o Brenda De Vore Marshall, Professor Theatre & Communication Arts
  - o Mary Ann Rodriguez, Vice President for Finance and Administration
  - o Jane Samuels, Assistant Athletic Director/Senior Woman Administrator
  - o Jeff Mackay, Dean of Students
- B. The disclosing person does not need to be the reporting party.
- C. A disclosing person may disclose an alleged instance of prohibited sexual misconduct or relationship violence without initiating a formal University response.
- D. After a disclosure is made, the University will contact the reporting party and offer to provide process counseling about available supportive measures, formal and informal procedures, potential interim measures.
- E. An individual may pursue a formal University response procedure independently of any off-campus processes, such as reporting to law enforcement or pursuing other non-campus-based civil reporting options.

- F. All disclosures will be reviewed by the University to identify whether the conduct falls within the scope of this policy or other related policies.

### **Initiation of the Procedure**

- A. After receiving a disclosure, the Title IX coordinator or any other individuals authorized to receive a disclosure, may initiate this procedure, if, after consultation with the reporting party, they find that prohibited conduct may have occurred and further investigation is appropriate for the safety of the individual or community.
- B. To initiate this procedure, the Title IX coordinator must write up a report, or another individual authorized to receive a disclosure must write and submit a report to the Title IX coordinator, at which point the Title IX coordinator will initiate these procedures and ensure that they are executed.
- C. If a disclosing person asks that an informal report be written and the Title IX coordinator or any other individuals authorized to receive a disclosure determines that no prohibited conduct may have occurred and/or further investigation is not needed for the safety of the individual or community then the Title IX Coordinator or any other individual authorized to receive a disclosure must provide notice to the reporting person that a complaint was not written including reasons for this decision.
- D. The University must provide written notice, including a copy of the report, to any party promptly after the Title IX coordinator writes or receives it.
- E. The University must also notify the responding party that they may elect one of four courses of action:
  - a. They may choose to opt into any available an informal resolution process included in this policy, if the reporting party agrees to that process.
  - b. They may admit the alleged violation and request that the University determine appropriate remedy and sanction.
  - c. They may admit the alleged violation and request a hearing before a Decision-maker(s) to determine appropriate remedy and sanction.
  - d. They may deny the alleged violation, in which case the procedure outlined in this policy will be executed.
- F. After this procedure has been initiated, interim measures may be taken by the University to ensure the reporting party, other parties, or the larger campuses safety and the ability to access education programs or activities are remedied or continued.
  - a. The University will determine the appropriateness of interim measures through a risk and safety analysis. Interim measures may include but are not limited to no-contact orders, temporary suspensions, or emergency removal.
  - b. Written notice of any interim measures taken will be provided to all parties

### **Rights of Parties**

After a disclosure is made and it is determined that the complaint will be investigated, reporting party and responding party, have the right to:

- A. written notice of date, time, location of hearings and investigative interviews
- B. a process navigator of their choosing who cannot be an attorney, to accompany them to any hearings, investigative interviews, or other meetings related to this procedure
- C. equal opportunity for the parties to present witnesses and evidence to the investigator and at the hearing
- D. confidentiality of any records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional in connection with the provision of treatment to the reporting party or responding party, unless the reporting party or responding party provides voluntary, written consent for their use.
- E. access to process counseling and supportive services promptly after a report is made
- F. with regard to the responding party, no disciplinary remedies or sanctions being taken until there is a finding of responsibility after the completion of these procedures. This does not preclude the ability of the University to take interim measures as described herein.

### **Responsibilities of the University**

After a report is made and it is determined that the complaint will be investigated, the University has the responsibility to:

- A. follow the procedures as described within this policy
- B. promptly contact reporting party and provide process counseling on rights and options for reporting and receiving supportive measures without engaging a formal procedure
- C. provide an overview to responding parties of their rights and process options.
- D. provide a range of supportive measures.
- E. coordinate individualized and appropriate supportive measures for parties while maintaining confidentiality to the extent possible.
- F. establish the extent to which the process navigator of a reporting party or responding party's choosing may participate in hearings, investigative interviews, or other meetings related to this procedure.
- G. evaluate whether any person designated to facilitate this procedure has a conflict of interest or bias in any given case.
- H. follow timeframes and ensure the reasonably prompt resolution of each case and provide written notice to parties of delays or extensions and reasons for delays or extensions.
- I. when a finding of responsibility has been determined and when appropriate, provide remedies to a reporting party and sanctions to a responding party.

### **Investigation**

- A. The University shall provide for the adequate, reliable, and impartial investigation of all complaints.
- B. In conducting investigations, the University must:
  - a. gather documents and evidence and conduct fact-finding interviews with parties and witnesses
  - b. ensure that parties have an opportunity to participate in interviews with the investigator(s), provide witnesses and provide evidence to be reviewed.
  - c. provide written notice to a party of their scheduled investigative interviews including the date, time, and location of the interview.
- C. At the conclusion of an investigation, and after reviewing all relevant evidence and performing all relevant interviews, the investigator must draft a written investigative report that includes factual findings, but not determinations of responsibility, as well as any evidence or interviews upon which those findings were determined.
  - a. The University will provide parties 5 academic calendar days to review the draft report and submit a written response to the draft report.
  - b. The investigator must review and consider the written responses to the draft report prior to finalizing it.
- D. The University will provide the finalized investigative report and all final written responses will be provided to the Decision-maker(s) prior to the commencement of the hearing.

### **Hearing Process**

Hearings provide an opportunity for the reporting party and responding party to respond to the allegations through statements to the decision-maker, challenging any evidence gathered or presented, and presenting additional evidence for consideration.

#### ***Timing***

1. The University must provide parties with notice of a hearing date within 15 academic calendar days of the submission of the final investigative report.
  - a. Notice must include the date, time, and location of the hearing.

#### ***Hearing Procedure***

1. The Decision-maker(s) will oversee the hearing process.
2. All hearings must be live hearings.
3. Parties shall be entitled to appear in person or virtually, to present their view of what took place to the Decision-maker(s), and may call witnesses on his/her/their behalf.

- a. Parties may request to be located in separate rooms during the hearing.
- b. Parties may also elect not to appear before the Decision-maker (s). Should a party elect not to appear, the hearing shall be held in their absence.
- c. Parties may refuse to answer questions asked by the Decision-maker(s).
- d. Parties may have a process navigator of choice present at the hearing who may observe and support but cannot speak for the responding party or the reporting party and may not question the board, witnesses or other participants, this may be a process navigator different from the process navigator the responding party or reporting party uses at other stages through this procedure.

### ***Evidence***

1. Parties may make a statement to the Decision-maker(s), provide witnesses, and ask questions of the Decision-maker(s).

### ***Cross-Examination***

1. Cross-examination of parties and witnesses by parties or their process navigator of choice is not allowed during the hearing.
2. Parties may refuse to answer cross-examination-type questions asked by the Decision-maker(s)

### ***Determinations***

1. The Decision-maker(s) must determine by a preponderance of the evidence, whether the responding party is responsible for the prohibited conduct alleged in the complaint
2. If the responding party is found responsible:
  - a. The Decision-maker(s) must make a recommendation as to what remedies are appropriate for the reporting party given the determination of responsibility and prohibited conduct.
  - b. The decision-maker must make a recommendation as to what sanctions are appropriate for the responding party given the determination of responsibility and prohibited conduct.
3. The Decision-maker's determination of responsibility, remedies and sanctions must be memorialized in a written determination and provided to parties.
4. The determination is considered final either:
  - a. If an appeal is not filed, on the date the University provides parties with the written determination as of the result of the appeal,
  - b. If no appeal is filed, on the date on which an appeal would no longer be considered timely

### ***Remedies***

1. Potential remedies must be designed to restore or preserve equal access to the University's education program or activity, and include:
  - a. Housing adjustments
  - b. Academic course adjustments
  - c. Class registration priority
  - d. Housing registration priority
  - e. Non-academic restrictions for use of campus facilities

### ***Sanctions***

1. Potential sanctions may be disciplinary, punitive or burden responding party, and include:
  - a. warning: an official reprimand in writing, delivered to the accused student and placed in the student's file;
  - b. probation: a condition that stipulates that any further violations of regulations may result in a suspension. Length of probation will be specified;
  - c. probation with terms: a condition that adds to regular probation stipulations that may deny the accused student certain privileges or requires certain action of the student;

- d. recommendation for suspension: separation from the College for a definite or indefinite period of time;
  - e. recommendation for dismissal: permanent separation from the College; and/or
  - f. other action that may seem appropriate for any given case.
2. Sanctions against groups include those listed above in a-f, and also deactivation, loss of all privileges, including college recognition, either temporarily or permanently.

### **Appeals process**

- A. Any party may appeal the following:
  1. Determination regarding responsibility
  2. University's failure to initiate this procedure
- B. Any party wishing to appeal must file their request to appeal in writing with the Title IX Coordinator within 5 academic calendar days after being provided a written copy of the decision-maker's determination or notice of the University's failure to initiate a complaint. The request to appeal must include a description of the basis for appeal.
  1. The Title IX Coordinator must provide a written notice and copy of the request to appeal to all parties and allow 5 academic calendar days for non-appealing parties to respond.
  2. Responses to the request to appeal must be in writing
- C. The following are available basis for appeal:
  1. Procedural irregularity that affected the outcome of the matter
  2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter
  3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against reporting party(s) or responding party(s) generally or the individual reporting party or responding party that affected the outcome of the matter
- D. The Decision-maker(s) for the appeal may not be the same person who reached the initial determination regarding responsibility or dismissal of the formal report, the investigator, or the Title IX Coordinator.
- E. The appellate decision-maker(s) will issue a written determination describing the outcome of the appeal and the rationale for the result to all parties within 72 hours after receiving the responses of non-appealing parties.

### **Confidentiality**

Both the content and the outcome of a hearing shall be considered confidential and no Decision-maker(s) shall discuss a student's role in an incident beyond the requirements of this procedure. The right of the University community to have knowledge of the work of the decision-maker shall be met through the releases of summary outcomes of cases that do not mention the names of individuals.

In certain cases, the public nature of the violation of regulations or the student's own public admission of guilt may bring attention to a case, but this does not alter the confidentiality of the conduct review proceedings.

### **General Provisions**

The following provisions apply to both Title IX Sexual Misconduct and Dating Violence Procedures and Linfield University Sexual Misconduct and Dating Violence Procedures.

#### **Retaliation**

- A. Retaliation is prohibited under the policy.
- B. A person may file a report of retaliation with the Title IX Coordinator under this policy. That report shall be handled in the same manner as any other report of retaliation under relevant provisions of the student conduct code.

#### **Recordkeeping**

- A. For any formal report or report that resulted in a proceeding under this policy, the University will maintain for a period of 7 years records of:

1. Investigations including determination regarding responsibility
  2. Audio, audiovisual or transcript of hearings
  3. Any disciplinary sanctions imposed on the responding party
  4. Remedies provided to the reporting party
  5. Any appeal and the result therefrom
  6. Any informal resolution and the result therefrom
- B. For any disclosure that did not result in a proceeding under this policy, the University will maintain for a period of 7 years records of:
1. any actions, including any supportive measures taken in response to a report including the University's basis for its conclusion that its response was not unreasonable in the light of known circumstances and steps taken to restore or preserve equal access to the University's education program or activity.
  2. if supportive measures were not provided, the University will maintain a record of the reasons why its response was not clearly unreasonable in the light of known circumstances.
- C. The University will maintain for a period of 7 years the general records of all materials used to train Title IX Coordinators, investigators, Decision-maker(s), and any person who facilitates an informal resolution process.

### **Self-Care**

Students are expected to be responsible for their own health and welfare and should demonstrate the ability to meet normal obligations as a member of a university community. This includes, but is not limited to, caring for their physical and emotional health, dealing appropriately with life challenges, making adequate academic progress, attending classes, and abiding by the student code of conduct, academic standards, and applicable laws. Resources are available on campus, and students should seek out and accept help as necessary.

The University reserves the right to ask students who have engaged in behavior that involves a threat to the safety of others to leave the campus. When appropriate, a student's parent/guardian may be notified to assist in that transition. When possible, and necessary, the University will assist the student in making appropriate academic and other arrangements in the transition from the University and in evaluating circumstances under which the student could apply to return.

### **Smoking & Vaping**

In compliance with the Oregon Indoor Clean Air Act and for life safety reasons, smoking (including e-cigarettes) and vaping is prohibited in all indoor areas of Linfield University, including but not limited to classrooms, hallways, lounges, laboratories, offices, dining areas, residence hall rooms, apartments, and all housing managed by Linfield.

For public health reasons, smoking and vaping is similarly prohibited at all indoor and outdoor public gatherings held on campus, regardless of the sponsor. Smoking and vaping is also prohibited in all University vehicles. Smoking and vaping is not permitted within 30 feet of building entrances or open windows on the McMinnville Campus. The Portland Campus is 100% tobacco free.

As of January 1, 2018, Oregon State Law states that a person under 21 years of age may not purchase, attempt to purchase or possess tobacco products or any inhalant delivery system. See the full law: <https://olis.leg.state.or.us/liz/2017R1/Downloads/MeasureDocument/HB2024>.

### **Student Fundraising Policy**

A fundraising activity in this category generates revenues to support Linfield University activities and programs. All plans to solicit funds, once approved, must clearly state where the money is going and what organization is performing the fundraiser.

For the purpose of this policy, the University recognizes two distinct types of fundraising activities.

- a. **Quid Pro Quo Fundraising:** Those activities for which donors receive something in exchange for their funds (examples include raffles, auctions, spaghetti dinners, sales, rent-a-Wildcat). Donors participating in these activities will not receive an official acknowledgement letter or a receipt for their fees or contributions. If such activities take place on campus, they must receive prior approval from the Dean of Students, via the Director of Student Activities in McMinnville or the Director of Student Life in Portland. Off-campus activities must be approved by the Office of Institutional Advancement.
- b. **Solicitation Fundraising:** Those activities for which the donor receives no goods or services in exchange for a charitable donation (examples include solicitation letters, phone solicitations, pledge drives, grant proposals). This policy pertains to requests for cash, as well as requests for gifts in kind (such as food, store coupons, complimentary tickets, or other tangible items). Activities such as these require prior approval by the Office of Institutional Advancement. To be approved, activities must be sponsored by University or ASLU recognized groups that are seeking funds for a University approved priority.

In McMinnville, the process to review proposals for off-campus activities (a) or solicitation fundraising (b) is as follows:

- 1) Two weeks before the fundraising activity, complete the request form at [www.linfield.edu/activities/plan-form.html](http://www.linfield.edu/activities/plan-form.html).
- 2) An Institutional Advancement staff member will contact you within a week to arrange a meeting. Be prepared to present materials, a fundraising timeline, and plans to deliver gifts securely to Institutional Advancement for processing after the fundraiser. All proceeds from approved events must be delivered to Institutional Advancement, along with complete donor information (names and addresses) by the next business day after the activity, (8:00-5:00, Monday-Friday).

#### ***Fundraising by Linfield groups on behalf of outside organizations***

Many Linfield groups conduct fundraising activities for outside organizations (e.g. cancer foundations, local food banks, etc.). These activities must be approved by the Director of Student Activities in McMinnville or the Director of Student Life in Portland, but Linfield groups should also work with the outside organization to deliver gifts securely and provide appropriate receipts. These fundraising activities do not need to be approved by the Office of Institutional Advancement.

### **Student ID Cards**

All students will be issued a student body card free of charge at the beginning of the school year that is expected to last throughout the student's entire enrollment. These cards serve as official identification of Linfield students, and must be carried at all times. They must be shown to University staff upon request.

In McMinnville, Students will need the card to do the following: get into the campus dining facility (Dillin), gain residence hall access, attend athletic events, use in the bookstore, library, computer lab, HHPA, Recreation Complex, and attend ASLU events. Pictures for new cards are taken in Cozine 101, from 8 am to 5 pm, except during the noon hour. If a student body card is lost a new card can be obtained at the LPS office. The first replacement card is free, subsequent replacements cards will cost \$25.

In Portland, Students will need the card to do the following: get into campus buildings, including the library and computer labs. If a student body card is lost a new card can be obtained from Campus Operations on the 3rd floor of Peterson Hall. The first replacement card is free, subsequent replacements cards will cost \$20.

### **Traffic Regulations for the McMinnville Campus**

Linfield University enforces all motor vehicle laws as defined in the Oregon Revised Statutes, as applicable to campus. Law enforcement agencies also patrol campus streets and may assess violations of Oregon law as they see fit.

- Any motor vehicle driven on Linfield property shall be operated by a legally licensed and insured driver. The driver will have the license in their possession at all times when operating their vehicle.
- Anyone operating a motor vehicle on campus shall observe speed limits, barricades, stop signs, and all other parking and traffic regulations, and shall drive in a safe and prudent manner.
- Drivers will comply with all directions given by Linfield Public Safety LPS and/or law enforcement.
- The speed limit on all campus streets is 15 MPH, unless otherwise posted.
- Parking in RED FIRE LANES is prohibited.



- Parking in DISABLED stalls without current and valid disabled permits is prohibited for any length of time. Be aware that parking in a striped disabled loading zone adjacent to disabled parking space counts as a disabled parking violation.
- Vehicles parked or standing for any length time in areas marked by red curbs, fire lanes, loading zones, crosswalks, landscaped areas, sidewalks, areas needed for truck access to trash dumpsters, or areas marked by “No Parking” signs are considered illegally parked.
- Parking in “Reserved” parking spaces is prohibited at all times.
- Linfield community members may not park in visitor parking areas at any time.
- Responsibility for locating a legal parking space rests with the operator of the motor vehicle.
- The University may change access and parking regulations based upon major events of the University.

College Public Safety personnel will issue University citations for violations of these regulations. Vehicles may also be towed at owner’s risk and expense.

## **Transportation Policies**

### **Permits**

Linfield University’s McMinnville Campus requires any motor vehicle that will be used as transportation on campus, or to and from campus, be registered with Linfield Public Safety, regardless of whether or not the vehicle will be parked on campus property, or whether or not the owner of the vehicle lives on campus. All Linfield community members parking within the Linfield Parking District must always display a current parking permit.

General student parking permits are valid in any non-restricted parking space on the Linfield campus. There is a ninety-five (\$95.00) dollar annual fee for general permits.

Parking permit applications can be submitted online at <https://www.linfield.edu/linfield-public-safety/parking/linfield-vehicle-registration-temporary.html> and permits can be picked up at the LPS office.

### **Guest Parking**

Linfield Public Safety requires all vehicles on campus to be registered if they will be parked overnight on campus. If you have a visitor on campus, you may come to Cozine Hall and have a Temporary/Guest Permit issued to your visitor, Monday-Friday from 8am-5pm. If your guest arrives after 5pm or on a weekend, you may also e-mail [cps@linfield.edu](mailto:cps@linfield.edu) with the guest’s name, vehicle make, model, license plate, and color along with the duration of the stay. The issued permit is to be displayed on the driver’s side dash with the information clearly visible.

As long as your guest is parked in accordance with Oregon state law and the Linfield University Traffic and Parking Regulations, there should be no problem. Your guest may park in any regular parking space. Should your guest receive a citation, contact the Linfield Public Safety LPS office immediately for further instructions. McMinnville Campus students are required to register their vehicles annually. Parking permit fees are assessed at the time the vehicle is registered and will be posted to the student’s account.

There is no required vehicle registration on the Portland Campus.

### **E-Scooters:**

Electric scooters owned by the operator will be treated as bicycles and must follow Oregon State Law, ORS 814.400(1)(a) and are not permitted on Linfield Property sidewalks, must obey traffic signs and signals, and must be parked in a designated bike parking area on the Linfield Campus. Electric scooters that are not in compliance with these guidelines may be impounded.

Third party-owned electric scooters are not permitted on Linfield property. Any third party-owned e-scooters found on Linfield property will be impounded and a fee charged to the owning company. People operating this type of scooter would be directed to take the scooter off campus property. This policy does not apply to electric scooters owned by the operator. This policy also does not affect bicycles of any kind, non-motorized scooters, or electric scooters used to assist people with mobility restrictions.

### **University Fleet Vehicles**

McMinnville Campus clubs and organizations recognized by the University or by ASLU may arrange to rent vehicles through the University for events (within 400 miles of the University; 800 miles round trip) to which all members of the club or organization are invited. Any trip that requests 3 or more University vans may be required to travel by a commercial bus with a professional driver. Use of the vehicles must first be approved by the Director of Student Activities

and then be reserved through Facilities Services. Approval of vehicle use does not guarantee that one will be available, so please plan well ahead when requesting vehicles. ASLU organizations must also first complete a vehicle request form and receive the approval of the ASLU Vice President of Business and Finance. All drivers of University vehicles must have completed a driving safety course approved by Facilities Services. In any vehicle obtained under this policy, neither alcohol nor tobacco are permitted.

Reservations can be made by logging into your University [SchoolDude](#) account. The Transportation Policy may be found at: <https://inside.linfield.edu/assets/files/facilities-services/Transportation-Policy-Revision-6-7-24-15.pdf>

Portland Campus student groups interested in University vehicles should contact Campus Operations

## **Weapons**

In keeping with its mission, Linfield University wants to provide a safe environment to foster excellence in learning for students and work performance for employees. Therefore, the possession or use of any firearm or other weapon (including but not limited to those listed below) is prohibited on any University property, in any vehicle on University property, and at any University sponsored event at any location. This policy also applies to anyone possessing a valid permit to carry a concealed weapon.

Authorized law enforcement officials, in the performance of their duties, are exempt from this policy. Off duty law enforcement officials are required to notify Linfield Public Safety if they are carrying a concealed weapon while not on duty.

### **Prohibited Weapons:**

Ammunition; explosives in any form; propellant guns of any kind, including bb guns, pellet guns, Air Soft guns, paint ball guns, ‘potato guns’ and others; knives (folding or pocket knives of no more than 7 inches in length when fully open are permitted), swords, hatchets and axes; ‘fighting sticks’, ‘nunchucks,’ ‘throwing stars’ and other martial arts weapons; brass knuckles, tasers, or any other weapon, as determined by Linfield University except as they may be used in the education process as authorized by Linfield Faculty.

Any student or employee found in possession of a prohibited weapon will have it confiscated by Linfield Public Security. Confiscated weapons will be retained in locked storage by Linfield Public Security pending an appropriate disposition and adjudication by either the Office of Student Services (for students) or the Office of Human Resources (for employees). Any student who violates this policy is subject to disciplinary action up to and including suspension. Any Linfield employee who violates this policy is subject to disciplinary action up to and including termination of employment.

Visitors or other persons found in possession of a prohibited weapon will be asked to leave campus (or University sponsored event) and not to return with the prohibited object. In some instances, such person(s) may be directed not to return to campus under any circumstance. Failure to comply with this policy will result in Linfield University engaging the assistance of local police authorities.

# STUDENT CONDUCT PROCESS

---

## **Philosophy**

The entire concept of discipline in an educational institution is meaningful only when it is relevant to the generic purposes and functions of that institution. As an institution of higher learning, Linfield engages in conduct actions and processes which are vital to its basic concerns and for what it is designed.

In the broadest sense, Linfield exists to create a special environment for learning and pursuits of knowledge. It is an instrument for the development of the intellectual resources of its constituents. The University may be both a quiet sanctuary for contemplation and research and a forum for free discussion of contemporary issues. It is a place where the human spirit may be propelled toward a new discovery and deeper knowledge. Students, faculty members, administrators, staff, trustees, and alumni all share in the obligation to protect the integrity and promote the continuous growth of the University. All who benefit from it are indebted to it; differences lie only in the frequency and intimacy of contact with it.

The relationship of the University with the student, therefore, is in the essential nature of a contract involving a set of rights and obligations, reflecting both the purposes of the University and those of the students in attendance. Such a contract commits the University maximum availability to each student of its specific educational and environmental resources. It does not imply that the University provide services or exercise authority regarding matters unrelated to University functions. Such a contract also commits the student to full and meaningful participation in the endeavors in education and has a basic obligation not to commit or tolerate any impingement on the rights of others.

The University, therefore, exercises its authority over students in terms of the mutual interests of both parties and in terms of their contract with each other.

## **Student Code of Conduct**

Students are expected to conduct themselves in accordance with the rules and regulations of the University. Students, like all members of the University – trustees, faculty, administration, and staff members – assume the responsibility to conduct themselves in compliance with the objectives and standards of conduct established by the University. **These standards apply both on and off campus.**

By enrolling in the University, students accept the responsibility to become fully acquainted with the University's policies and student code of conduct and to comply with the University's authority. The University expects students to maintain standards of personal integrity that are in harmony with the educational goals of the institution; to respect the rights, privileges, and property of others; and to observe national, state, and local laws and University policies.

The term "student" includes all persons taking courses at Linfield, either full-time, part-time or online. Persons who withdraw after allegedly violating the Student Code of Conduct, who are not officially enrolled for a particular term but who have a continuing relationship with Linfield, or who have been notified of their acceptance for admission are considered "students" as are persons who are living in Linfield University Housing, although not enrolled in Linfield.

### **Misconduct Examples**

Examples of misconduct which renders a member of the University liable for discipline, up to and including separation, may fall into the following categories:

1. Dishonesty, including cheating, plagiarism, fabrication, and facilitating academic dishonesty (see Academic Integrity).
2. Forgery or the alteration and/or unauthorized use of University documents, records, or forms. Knowingly providing false information to University officials or officers of instruction or administration.
3. Unauthorized possession, use, or duplication of University keys or identification cards. Facilitating such use.
4. Intentional disruption, obstruction, or interference with the process of instruction, research, administration, student discipline, or any other service or activity provided or sponsored by the University.
5. Damage, destruction, theft or unauthorized use of personal property located on the University campus or property owned or controlled by the University.
6. Unauthorized entry into or use of University property, including facilities, residence halls, equipment, or resources (including, for example, library materials).
7. Unauthorized entry into University-related living units that disrupts sleep or study or that damages the physical facilities in those units.
8. Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property
9. Uncivil, disrespectful, or intolerant behavior based on race, color, age, religion, sex, sexual orientation, gender, national origin, or physical handicap or other disabling condition.
10. Physical abuse, verbal abuse or other conduct which threatens or endangers the health or safety of any person.
11. Threats, intimidation, harassment, stalking, bullying, coercion or other conduct which threatens or endangers the health, safety, personal property or academic success of any person.
12. Disorderly conduct (including that resulting from drunkenness), unreasonable noise or behavior that results in unreasonable annoyance.
13. Lewd or indecent behaviors include, but are not limited to the following: profanity, indecent exposure, lewd or obscene expressions, disrespectful statements toward University personnel, public urination, etc.
14. Violation of the University's Sexual Misconduct and Relationship Violence Policy.
15. Hazing or initiation rites including any act or behavior that subjects another person to unreasonable discomfort, ridicule, degradation, abuse, intimidation, harassment, or endangerment of mental or physical health or safety as a condition of joining or participating in a group, implied or explicit, regardless of whether or not the person willingly participates. All acts of hazing by any individual student or student group, club, organization, or team

and any of its members or alumni are prohibited. The express or implied consent of the victim will not be a defense against a charge of hazing. Apathy or acquiescence in the presence of hazing is not a neutral act – it is a violation of the hazing policy. Retaliation for reporting hazing is prohibited and individuals as well as groups, clubs, organizations and teams will be subject to disciplinary action for any hazing and/or retaliation.

16. Illegal activities involving controlled substances.
17. Violation of the University's policy on alcohol and other drugs (see section on alcohol and drugs in this handbook).
18. Possession use or threatened use of firearms, ammunition, explosives (including fireworks), dangerous chemicals, or any other objects used as weapons on University property or at University-sponsored or supervised activities.
19. Tampering with fire-fighting equipment or alarms, turning in a false alarm or engaging in other behavior that constitutes a significant fire hazard.
20. Failure to comply with the direction of University or public officials acting in the performance of their duties.
21. Conduct which adversely affects the member's suitability as a member of the University community or which interferes with the rights and privileges of another member of the University community.
22. Failure to comply with rules, regulations, or standards or conduct approved by the University, provided they have been published, distributed, or posted in such a manner as to furnish adequate notice to students.
23. The commission of any act which is a crime under the laws of the state of Oregon or of the United States which results in a criminal charge and conviction in any competent jurisdiction.
24. Failure to comply with the terms of any disciplinary sanction imposed in accordance with the code of student conduct.
25. Contempt of adjudicative proceedings, including impairing or interrupting the due course of proceedings of University conduct bodies.

### **Reporting an Incident**

Any member of the University community may report an incident to the Office of Student Rights and Responsibilities. Such referrals must be made in writing, and identify, if possible, the person or persons involved in the incident, and witnesses, if any.

### **Procedures**

Any student accused of violating a policy shall appear before one or more duly constituted conduct persons (the Dean of Students or the Director of Student Rights & Responsibilities) or boards. However, the University reserves the right to respond immediately in situations in which the University or its representatives believe that because of a student's behavior, there exists a threat of imminent danger to the student or others, significant disruption of the ability of other students to study or sleep, or significant damage to University property. Such response may include a temporary removal of the student from their living situation on campus or from the campus as a whole. Return to campus will be based on a decision by the Dean of Students that the student is able to function safely as a member of the academic community.

#### **Hearings:**

Hearings shall adhere to the basic fundamentals of fairness as stated below:

1. The student shall be notified in person or via campus e-mail by an appropriate official of the University that the student is accused of violating a policy.
2. The student shall be notified that they may elect one of three courses of action:
  - a. The student may admit the alleged violation and request a hearing before the appropriate hearing board.
  - b. The student may deny the alleged violation, in which case a hearing will be held by the appropriate hearing board.
  - c. The student may meet with the Director of Student Rights & Responsibilities to admit the alleged violation and receive sanctions.
3. The student shall be entitled to an expeditious hearing of the case.

4. The hearing shall be of an informal nature and need not adhere to formal rules of procedure or technical rules of evidence followed by courts of law.
5. Following due notification of the hearing the student shall be entitled to the following:
  - a. Notification of the time and place of the hearing.
  - b. Statement of the charges of sufficient specificity to enable the student to prepare their defense.
  - c. A copy of the procedures as outlined here.
6. The student shall be entitled to appear in person and to present their defense to the hearing board and may call witnesses in their behalf. The student may also elect not to appear before the hearing board if they have notified the appropriate board. Should the student elect not to appear, the hearing shall be held in his/her absence.
7. The student shall be entitled to assistance from any member of the University community: faculty, staff, or student. If a lawyer is to be consulted, such a person may give any advice they believe is pertinent, but they may not enter into the proceeding of the hearing board or attend the hearing.
8. The student shall be entitled to ask questions of the hearing board or any witness, subject to any other policies.
9. The student shall be entitled to refuse to answer questions.
10. A record of the Linfield University Hearing Board hearings shall be made; a summary of the Peer Hearing Board hearing shall be made.
11. In Linfield University Hearing Board cases, the student and all other non-members of the hearing board shall be excused when the council deliberates on its decision. That decision will be presented in writing to the Dean of Students, who will in turn notify the student of the board's decision. Decisions made by the Peer Hearing Board will be sent to students via e-mail from the Peer Hearing Board Chair.

### **Linfield University Hearing Board**

In order to provide equity and efficiency in the administration of conduct procedures, the following guidelines for the operation of the Linfield University Hearing Board have been created. These guidelines should be interpreted in the light of the philosophy and procedures stated above.

#### **Procedures**

The hearing shall be conducted in accordance with the following general format:

1. The chair of the Linfield University Hearing Board shall inform the student of the procedure to be followed at the hearing.
2. The chair shall then read the charges against the student and shall ask the student if they understand the charges and whether or not they concur with them. If the student concurs, the Council shall then consider the charges as accurate and hear any information which the student may present in mitigation or explanation.
3. If the student does not concur, the Board shall then hear the evidence in support of the charges. After presentation of the evidence in support of the charges the student shall have the opportunity to:
  - a. Present evidence in refutation of any or all the charges.
  - b. Present any other relevant information.
  - c. Question witnesses testifying in support of the charges.
4. The student may ask questions of the Hearing Board members. Members may ask questions of the student charged as well as of any witness testifying at the hearing.
5. The student and all other non-members of the council will be excused, except the Dean of Students who is to be consulted concerning penalty.
6. The Board will deliberate and formulate its findings and recommendations based on a preponderance of the evidence standard.

## **Post Hearing**

The findings and recommendations of the Board will be presented in writing to the Dean of Students within 72 hours. Students are obligated to pick up results of the hearing from the Dean of Students office, Melrose 110, within 72 hours of hearing. If the student does not meet this obligation, the results will be e-mailed to the student.

## **Findings and Recommendations**

After hearing a case, the Board may decide as follows:

1. Not responsible for a violation: No violation of a regulation has been proved.
2. Responsible for a violation: A violation of a regulation has been proved. In this case, the Council may impose a number of sanctions, individually or in a combination, including:
  - a. warning: an official reprimand in writing, delivered to the student and placed in the student's file.
  - b. probation: a condition which stipulates that any further violations of regulations may result in a suspension. Length of probation will be specified.
  - c. probation with terms: a condition which adds to regular probation stipulations that may deny the student certain privileges or requires certain action of the student.
  - d. restitution or reimbursement: for damages or misappropriation of property.
  - e. fines: monetary penalties billed to the student's account or otherwise specified.
  - f. assigned work: educational exercises or physical labor.
  - g. recommendation for suspension: separation from the University for a definite or indefinite period of time.
  - h. recommendation for expulsion: permanent separation from the University.
  - i. other action that may seem appropriate for any given case.

Sanctions against groups include those listed above in a-f, i, and deactivation: loss of all privileges, including University recognition, either temporarily or permanently.

## **Responsibilities of the Chairperson**

The chairperson of the Linfield University Hearing Board has the following responsibilities:

- To decide all procedural matters during the hearing in accordance with established written guidelines and normal due process.
- To control the conduct of the hearing with authority to exclude any person who refuses to comply with the rules or determinations of the chairperson.
- To prepare or cause to be prepared in writing the findings and recommendations of the Board, and to deliver them to the Dean of Students within 72 hours of the hearing.

## **Appeals**

### **Peer Hearing Board Appeals**

Any student having had a hearing before the Peer Hearing Board may appeal the decision to the Dean of Students at [hearingboard@linfield.edu](mailto:hearingboard@linfield.edu). Such an appeal must be lodged within five academic calendar days of notification of the original decision. The written appeal should present specific information as to the reason for the appeal. Appeals may be submitted under two conditions.

- The conduct procedures outlined in the Student Handbook were not followed during the student's original hearing
- or**
- New and significant evidence is available which was unknown and could not have been known at the time of the hearing.

The severity of sanction is not considered a legitimate ground for an appeal. Only one appeal is allowed per student involved. The Student Rights & Responsibilities Office will review the written appeal and other pertinent information and will notify the student in writing of the office's decision.

### **Linfield University Hearing Board Appeals**

Any student having had a hearing before the Linfield University Hearing Board may appeal the decision to the Vice President for Student Affairs, Athletics, and Admission. Such an appeal must be lodged within five academic calendar days of notification of the original decision. The written appeal should present specific information as to the reason for the appeal. Appeals may be submitted under two conditions.

- The conduct procedures outlined in the Student Handbook were not followed during the student's original hearing
- or**
- New and significant evidence is available which was unknown and could not have been known at the time of the hearing.

The severity of sanction is not considered a legitimate ground for an appeal. Only one appeal is allowed per student involved. The Dean of Students will review the written appeal and other pertinent information and will notify the student in writing of the Dean's decision.

### **Administrative Hearing Appeals**

Any student having had an administrative hearing before the Director of Student Rights & Responsibilities may appeal the decision to the Dean of Students. Such an appeal must be lodged within five academic calendar days of notification of the original decision. The written appeal should present specific information as to the reason for the appeal. Appeals may be submitted under two conditions.

- The conduct procedures outlined in the Student Handbook were not followed during the student's original hearing
- or**
- New and significant evidence is available which was unknown and could not have been known at the time of the hearing.

The severity of sanction is not considered a legitimate ground for an appeal. Only one appeal is allowed per student involved. The Dean of Students will review the written appeal and other pertinent information and will notify the student in writing of the Dean's decision.

### **Confidentiality**

Except as specifically authorized under applicable law, both the content and the outcome of a hearing shall be considered confidential and no member of the Board shall discuss a student's role in an incident except with other members of the Board.

The right of the University community to knowledge of the work of the Board shall be met through the releases of summary outcomes of cases which do not mention the names of individuals.

In certain cases, the public nature of the violation of regulations or the student's own public admission of responsibility may bring attention to a case, but this does not alter the confidentiality of the conduct proceedings.

### **Presidential Prerogative**

As the final administrative authority for the University, the President has and must have the authority to act without consultation with any other person or conduct board. The President has the authority to suspend or expel any student who is acting in a manner which the President feels is contrary to – and of a dangerous character to – the University as an institution, or to persons belonging to, or associated with, the University Community.

# Covid-19 Student Policy Guide Addendum

---

Linfield University has adopted the following temporary policies to help keep our community safe in the time of COVID-19. These policies may be subject to change and can be viewed in their most updated formats by visiting the Linfield University Environmental Health and Safety website at: <https://inside.linfield.edu/ehs/>. Below are brief summaries of these policies.

## **Face Coverings**

Linfield University requires all students to wear face coverings as described below. Wearing of face coverings is NOT a replacement for any other guidelines.

### **Requirements**

- Face Coverings must be worn on Linfield campus property, inside Linfield academic buildings, or when in close proximity to others.
- Face coverings must be worn to cover both the nose and mouth of the wearer
- Face Coverings must be worn in all classrooms.

### **Exemptions**

- Face coverings are not required while in a student's private residence such as an apartment or individual bedrooms in a residence hall when alone or with roommate(s) but must be worn when visitors are present.
- While eating, face coverings may be removed however the wearer must maintain six feet of social distancing.
- Students may request an accommodation based on medical needs to be exempted from the requirement to wear a face covering while on campus. A student can do this by working with the learning Support Services (LSS) office to provide documentation with recommendations from the student's medical provider. Documentation provided to LSS will remain confidential and approved accommodations can only be disclosed with appropriate student permission. Students that require accommodations are encouraged to contact LSS as soon as possible since wearing a face covering is required at Linfield in order to protect the health and safety of others while on campus.

Face coverings utilized on Linfield College property are prohibited from displaying discriminatory, vulgar, offensive, or harassing language, art, or symbols. Any violations of this guideline are subject to student code of conduct disciplinary action up to and including the temporary removal from campus.

## **Physical Distancing**

Physical Distancing is defined here as avoiding physical contact with people, other than those who you live with. Physical distancing means:

- Staying six feet away from others as a normal practice, and especially when it's necessary to be in a shared space with others.
- Eliminating physical contact with others including things like handshakes or embraces.
- Avoid touching surfaces touched by others when possible.
- Engaging with any non-Linfield visitors remotely, whenever possible.
- Follow all posted restrictions on physical flow like entrance and exit doors and capacity limits.



As we resume life on campus, remote-meeting and learning technology tools should be used whenever possible. If it is necessary to gather in person, the number of attendees should reflect location capacity limits and be able to accommodate for six feet of physical distance between individuals. In order to reduce the spread of COVID-19, frequent and effective handwashing and sanitizing are recommended.

### **Linfield ID Policy**

Linfield University requires all students to visibly carry and/or display their Linfield-issued photo ID badge while on campus. IDs should be shown to any university officials upon request.



# Linfield University