



**Oklahoma Baptist University**  
**Employee Handbook**

**2025**

# **Acknowledgement of Awareness of Oklahoma Baptist University**

## **Administrative and Support Staff Handbook**

I acknowledge that I have been made aware of an electronic copy of the Oklahoma Baptist University (OBU) Employee Handbook that is available on the Human Resources page of the OBU website, or you may obtain a hard copy in Human Resources. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of Oklahoma Baptist University. This handbook applies to all OBU employees including faculty, administrative, and support staff whether temporary, permanent, part or full time.

I understand that the purpose of this Handbook is to inform me of OBU's policies and procedures related to my employment. This Handbook provides a guide and resource with no inclusion of any entitlement to me or to any OBU employee. I understand that OBU has the right to amend these policies at any time at their sole discretion and the amendment(s) will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Oklahoma Baptist University President's Cabinet or Executive Leadership Team, and I will abide by such changes.

I expressly agree to the provisions of Grievance Procedures and Dispute Resolution of the Handbook (see section 14) and I have agreed to use alternative dispute resolution in lieu of litigation, as the sole means of resolving any dispute that may arise between OBU and me, subject to OBU's right to seek injunctive relief.

I acknowledge that my electronic signature (below) is equal to and binding as if I had signed the document by my own hand.

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Signature

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Date

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Please print your full name

Please sign and date one copy of this notice and return it to Human Resources electronically as a condition of employment. Retain a second copy for your reference.

## **PREFACE**

Employees will conduct their activities in a manner which is consistent with the mission, purpose statement, and core values of the University. As a church-related institution, the University has a unique responsibility both to its constituency and to the academic community. Employees have a responsibility to behave in a manner consistent with the nature of the institution and the expectations of the Baptist constituency as expressed in the Baptist Faith and Message as adopted by the Baptist General Convention of Oklahoma, which supports the University.

Employees are encouraged to worship in local churches, in chapel services, and in special annual seminars and assemblies devoted to religious emphasis.

An understanding of the purpose and goals of the University is essential for every University employee. University employees including students employed to serve in any capacity and who accept appointment to the University should be in basic sympathy with the traditions and endeavors of the institution, should seek to further its interests, and should dedicate their influence and abilities to its continuing development. Students who are employed by the University in any capacity are considered to be employees of the University and are subject to all policies in the Student Handbook (Green Book) and the OBU Employee Handbook.

The University regards the Baptist Faith and Message as adopted by the Baptist General Convention of Oklahoma as the University's official faith statement (see Appendix A). All employees are expected to affirm and endorse the University's statement of mission and purpose and to behave in a manner consistent with the nature of the institution and the expectations of the Baptist constituency as expressed in the Baptist Faith and Message. Employees will express and conduct their professional and personal conduct in accordance with all policies and procedures as described in and prescribed by the Employee Handbook, Faculty Handbook and the Student Handbook (Green Book).

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## **SECTION 2 EMPLOYMENT**

### **At-Will Employer**

The University does not offer tenure or any other form of guaranteed employment to Executive Officers, Administrative Officers, Administrators, Support Staff, or student employees. Either the University or the employee can terminate the employment relationship at any time, with or without cause and with or without notice. This is called employment-at-will. Except for the President and faculty positions, this employment-at-will relationship exists regardless of any other written statements or policies contained in this Handbook or any other University documents or any verbal statement to the contrary.

### **Policy on Non-Discrimination**

In compliance with federal law, including the Provision of Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Oklahoma Baptist University does not illegally discriminate against persons on the basis of race, religion, sex, color, national or ethnic origin, age, disability, or military service in the administration of educational policies, programs, or activities, its admissions policies, scholarship and loan programs, athletic or other University administered programs, or employment. Inquiries or complaints may be directed to the Director of Human Resources who acts for the University as the designated compliance officer for coordination of the University's employment nondiscrimination policies or mailed to OBU, Box 61207, 500 W. University, Shawnee, Oklahoma, 74804 (phone 405-585-5130).

### **Nepotism Policy – All Employees**

No family member may be directly supervised by another family member without the written permission of the President at the time of initial employment and with any change in employment or family status. Employees must be forthcoming and advise the Human Resources office when family relationships violate this policy. A family member should neither initiate nor participate in University decisions involving direct benefits (initial appointment, retention, promotion, salary, leave-of-absence, etc.) to their immediate family members. Also, a family member should not participate in evaluating another family member. For the purpose of this policy, the definition of a family member is one person related to another by blood or marriage.

### **Oklahoma Baptist University Code of Conduct and Anti-Fraud Policies**

This Code applies to each of Oklahoma Baptist University's trustees, officers and employees (referred to as "responsible persons"). Responsible persons are expected to conduct themselves with honesty and integrity. As responsible persons, we must ethically handle actual or apparent conflicts of interest between personal and professional relationships. Actions must comply with applicable laws, rules and regulations. This also includes the proper use of the University's resources including finances.

\*See Appendix, Oklahoma Baptist University Code of Conduct and Anti-Fraud Policies.

## **SECTION 3 EMPLOYEE POLICY AND PROCEDURES**

### **Employee Policy and Procedures**

This section contains the approved policies of Oklahoma Baptist University with respect to the employment conditions of employees of the University.

### **Definitions of Employees**

Non-Exempt Employee: An employee paid by the hour is subject to the Fair Labor Standards Act provisions concerning minimum wage, equal pay, maximum hours, and overtime pay. All hourly employees are non-exempt employees. Salaried employees who are not administrative, professional, or

managerial employees (as defined by the U.S. Department of Labor) are likewise not exempt.

Exempt Employee: Salaried employees whose job duties meet the test are classified administrative, professional, or managerial employees and meet minimum compensation levels (as defined by the U.S. Department of Labor) and are exempt from the Fair Labor Standards Act concerning minimum wage, equal pay, maximum hours, and overtime pay.

Full-Time Employee: Any person working with an FTE (full-time equivalency) of at least .75, which equates to a minimum of 1,560 annual hours, and who is not hired as a seasonal employee, is considered to be a full-time employee of Oklahoma Baptist University.

Part-Time Employee: Any person working less than 30 hours per week on a regular basis is considered to be a part-time employee. Part-time employees who work at least 20 hours per week are eligible for certain University benefits on a prorated basis as outlined in this manual. Employees working on a regular basis less than 20 hours per week are not eligible for certain University benefits.

Seasonal Employee: Seasonal employees are hired to perform specified tasks with the realization that this at-will employment will end no later than the end of the season. Seasonal employees are not expected to work at that job for more than 3 months without renewed authorization. No benefits other than Worker's Compensation, scheduled holidays during that season (after 30 calendar days), F.I.C.A. and unemployment insurance will be authorized.

Temporary Employee: A temporary employee is a person hired to work on a specific task and whose at-will employment is expected not to continue beyond the duration of that task. Benefits will be determined on a case-by-case basis.

Student Employee: Student employees qualify for benefits as required by law. The University's policy is not to allow students to work more than 20 hours per week while school is in session. Student employees are subject to all requirements as written in the OBU Employee Handbook.

## **Orientation**

Orientation Period and Status: All employment in a given position should have an orientation period of 90 days. However, all employment with Oklahoma Baptist University is at-will and, accordingly, the employee or OBU may terminate the employment relationship at any time with or without cause. It is expected that all employees receive a 90-day review by their immediate supervisor. A separate orientation period and 90-day evaluation will apply to any change of position within the University.

Nature and Purpose: The orientation period should provide the opportunity for evaluation of an employee's ability to perform the duties and carry out the responsibilities of the position to which they have been appointed.

Initial Onboarding: Prior to beginning work, new employees will complete required governmental and University forms at the Human Resources Office, (I-9, W-4 etc.). During the initial onboarding period, it is expected that the Human Resources Office, Department Heads and supervisors will help each newly hired employee become familiar with the duties, responsibilities, authority, and reporting relationship of the position as set forth in the appropriate job description and with the personnel policies and benefits as set forth in this handbook. Department heads and/or supervisors are equally expected to help new employees understand what is expected of them in job performance, as delineated in the job description.

Orientation: When the Human Resources Office completes the initial onboarding, the new employee will

then report to the appropriate supervisor who will begin orientation to the specific job assignment and to the department, in general. This orientation or training process is a continuing responsibility of the supervisor.

The University will make a serious attempt to successfully orient the new employee to the position, its work requirements, and the performance standards that apply to the work.

Each new employee will receive instruction as to where and how to access a copy of this handbook via electronic media. Hard copy of all handbooks may be requested from the Department of Human Resources.

The orientation period may be extended an additional 60 days, if deemed necessary at the sole discretion of the University.

Health benefits and flexible spending options, become effective the first day of employment. Dental, vision, group life, disability coverage, and all other insurance offerings become effective the first day of the full month following the date of employment.

Vacation and sick leave may not be taken during an employee's orientation period at the beginning of the employment relationship with the University. Vacation and sick leave benefits will be granted to the employee upon satisfactory completion of this period based upon date of hire.

### **Code of Conduct and Ethics**

The University recognizes that our Code of Conduct based upon biblical principles, is the cornerstone of the ethical culture at Oklahoma Baptist University. It sets the standards of expected behavior for employees and provides information they need to act with integrity in the workplace and in compliance with local, state, and federal laws, regulations, and University policies.

Employees are to work as unto the Lord Himself. No set of rules or professional code can either guarantee or replace an employee's personal integrity. The following code is an attempt to set forth some of the more important ethical guidelines which represent the University's Code of Ethics.

#### **Code of Ethics:**

- Proper operation of the University requires that employees provide responsible service and use the designated organizational channels when seeking decisions and policy determinations.
- Employees of the University are to observe the highest ethical and moral standards and to faithfully discharge the duties of their position, regardless of personal considerations.
- The University is covered by current fair use and copyright laws. More explicit guidelines are available in the Faculty Handbook.
- Employees are responsible for knowing, adhering to, and supporting the regulations and policies of the institution, both those that apply to the whole University community and those that direct the workings of the various administrative units.
- Employees shall respect the integrity and confidentiality of University records. They shall not falsify or misrepresent information in University records, and they shall not disclose confidential information concerning the business of the University, its personnel, or its students.
- Employees should not act in any way to breach the law, nor should they ask others to do so.
- No employee shall engage in any business or transaction or shall have a financial interest, direct or indirect, which is not compatible with fully independent judgment in the performance of the

employee's duties for the University.

- All employees must observe the following basic principles of work:
  - Perform a full day's work in an efficient and diligent manner in accordance with accepted methods and standards.
  - Be at work as scheduled on working days at a proper starting time and remain at assigned work places during normal periods, unless permission to leave has been granted by the supervisor.
  - Observe breaks or rest and lunch periods of thirty to sixty minutes as scheduled by direct supervisors without abuse.
  - Notify the supervisor as quickly as possible if absence from work is necessary.
  - Use carefully and considerately and keep in proper condition all University property and equipment.
  - Cooperate in keeping University premises and equipment clean.
  - Carry out specific work-related orders or instructions from the immediate supervisor.
  - Truthfully give all pertinent facts on records when they are properly requested.
  - Follow established safety practices and report all accidents immediately to the supervisor and Human Resources Office for documentation.
  - Maintain a positive attitude and address all human relations problems with patience, tact, and diplomacy.
  - Promote harmony among fellow workers, students, faculty, and staff.
  - Avoid gossiping and furthering rumors.
  - Anyone filing a complaint concerning a violation or suspected violation of the Code of Conduct or Title IX must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the policy. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false could result in disciplinary action (See Section 4 and Section 5).

### **Teaching by Non-Faculty Personnel**

Employees who are qualified to teach may be appointed to adjunct faculty positions upon approval of the Provost with prior approval by the employee's direct supervisor.

If an employee is asked to teach, additional compensation may be in order commensurate with additional time required for the teaching assignment. Such a teaching appointment will be on a term contract basis and subject to specific sections of the Faculty Handbook which apply to part-time faculty positions.

Compensated teaching assignments by non-exempt staff will not be done while the employee is engaged in the task of the normal hourly position.

Employees with administrative and faculty status have teaching responsibilities included as a part of their contracts and are not subject to additional compensation as qualified by their Memorandum of Understanding.

### **Employees Funded by Grants**

Persons employed under special grants from private sources may have different conditions of employment than non-grant University employees.

### **Dress**

Each employee is responsible for dressing in a manner which is in good taste and in keeping with the rules of the workplace. Employees will maintain good personal hygiene. Supervisory staff will determine and

monitor appropriate dress for their particular work area.

### **Employee Professional Development and Training**

Emphasis is placed on hiring fully qualified staff and encouraging them to broaden their capabilities. The University encourages employees to seek continued development through participation in professional activities, reading of literature in their field, and attendance at seminars, etc.

The University also provides opportunities for on-campus training. Periodic seminars are held to provide training in skill development, communication, new business concepts, human relations, safety, and other relevant topics.

### **Off-Campus Consulting and Employment**

Employment with the University is the employee's primary employment. However, a reasonable amount of consulting and other remunerative activities is permitted, provided they do not interfere with the employee's effective performance of duties. Off-campus employment is to be approved by the department supervisor and the executive team leader responsible for the employee's specific department. Approved time will be charged against the employee's vacation only if during the regular work schedule.

Consulting and off-campus remunerative activities shall not conflict with the characteristics of the University's Mission and Governance (see Section 1.0) and shall be commensurate with the individual's capabilities, experience, and professional status.

Employees shall exercise care to distinguish between, and make clear to others, their work within the scope of their employment by the University, and their other work or activities.

### **Policy for Support of Breastfeeding**

In recognition of the well documented health advantages of breastfeeding for infants and mothers, Oklahoma Baptist University provides a supportive environment to enable breastfeeding employees to express their milk during work hours. This includes a campus- wide lactation support program administered by the OBU College of Nursing. Stavros Hall has a space dedicated for the purpose of breastfeeding or expression of milk for employees.

Breastfeeding employees are allowed to breastfeed or express milk during work hours using their normal breaks and mealtimes. For time that may be needed beyond the usual break times, employees may make up the time as negotiated with their supervisors or use vacation time to off-set the time used for this purpose.

## **SECTION 4 DISCRIMINATION AND HARASSMENT POLICY**

### **Illegal Discrimination and Harassment Policies**

Principle: Oklahoma Baptist University is committed to maintaining an atmosphere in which the age, gender, race, color, national origin, physical or mental disability, or veteran status of an individual is respected and not disparaged.

### **Sexual Harassment**

#### **Principle**

Oklahoma Baptist University strives to maintain high standards of professional ethics in an atmosphere in which individuals do not abuse their personal authority or power in interpersonal relationships.

Accordingly, the University prohibits sexual harassment or sexual misconduct by any member of the

University community, whether faculty, staff, or student.

### **Definition**

Sexual harassment is defined as any unwelcome sexual advance or other unwelcome verbal or physical conduct of a sexual nature when (1) a reasonable individual would believe that their response to the conduct will affect their employment or academic status; or (2) the conduct creates an intimidating or hostile environment for work or learning. Sexual harassment can be verbal, visual, physical, or communicated in writing or electronically. Although sexual harassment may violate state or federal law, the University may consider conduct to be sexual harassment whether or not it rises to the level of illegal sex discrimination/harassment.

Stalking is also considered a form of harassment. It is defined as any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that:

- Would cause a reasonable person, or a member of the immediate family of that person, to feel frightened, intimidated, threatened, harassed, or molested; and
- Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

Sexual Misconduct is a broad term encompassing any nonconsensual conduct of a sexual nature. It may vary in its severity and consists of a range of behaviors including: unwelcome sexual touching/exposure, non-consensual sexual assault and forced sexual assault. Included in this definition of misconduct is “dating violence” which is defined as violence against a person with whom the perpetrator is in a dating relationship also known as courtship or engagement relationship. For purposes of this act, a casual acquaintance or ordinary fraternization between persons in a business or social context shall not constitute a dating relationship.

The following are some examples which may be sexual harassment: requests for sexual favors; unwanted and/or inappropriate hugging, touching, patting, or brushing another’s body; inappropriate whistling or staring; veiled suggestions of sexual activities; requests for private meetings outside of class or business hours for other than legitimate mentoring purposes; use in the classroom of sexual jokes, stories, or images in no way germane to the subject of the class; remarks about a person’s body or sexual relationships, activities, or experience.

### **Informal Response to Harassment or Misconduct**

Any person who wishes to make an informal response to unwelcome conduct, including conduct which may be sexual or other prohibited harassment, is welcome to communicate to the other party either in person or in writing that the conduct is offensive or unwelcome and request that the conduct cease. Frequently such a communication will cause the unwelcome behavior to stop, particularly where the person may not be aware that the conduct is unwelcome or offensive. Such an informal response may be made in addition to pursuing the complaint process described below.

### **Complaint**

Oklahoma Baptist University encourages anyone who believes that they have been subjected to prohibited harassment, including sexual harassment, sexual misconduct, sexual assault or some other civil rights violation to make a complaint promptly. A faculty member or staff employee should make a complaint to the Director of Human Resources. A student should make a complaint to the Dean of Students. The University will investigate the complaint promptly.

### **Confidentiality; Retaliation**

The University will undertake to protect, as much as possible, the confidentiality of persons reporting harassment or other civil rights violations, and of those accused. However, the University has a legal and moral obligation to investigate all complaints of sexual harassment or civil rights violations and, if appropriate, to take corrective action. Therefore, complete confidentiality cannot be guaranteed.

Oklahoma Baptist University strictly prohibits retaliation against any student or employee who makes a good faith complaint of sexual harassment or other civil rights violation, or who testifies, assists, or participates in any investigation, proceeding, or hearing involving such a complaint.

### **Investigation**

Oklahoma Baptist University will promptly investigate any claim of sexual harassment, sexual misconduct, sexual assault or other civil rights violation. If the investigation leads to charges of sexual harassment, sexual misconduct, sexual assault or other civil rights violations, the person charged will be given written notice of the charges and given an opportunity to respond.

## **SECTION 5 DOCUMENTS AND RECORDS**

### **Personnel Files**

Each employee shall have an individual personnel file, maintained by the Human Resources Office, which contains personnel actions and all employment related materials. All employees shall notify the Human Resources Office of any change of address and/or telephone/mobile number; otherwise, any notice sent by United States mail to the address of record shall be deemed to have been sufficiently given.

The personnel file is available only to the President, the employee supervisor and his duly authorized agent, the Human Resources office, accrediting agencies, federal and state auditors, and other authorized personnel and agents of the University as necessary to the performance of their duties.

Additionally, employees may review their file in the presence of the HR representative. Materials specified as confidential within University processes that are not specifically governed by employment law will not be made accessible to employees. The employee may request their supervisor to also be present.

Employees must request access to their personnel file in writing and allow one business day for file access to be granted.

The personnel file may be used by the University as evidence in any University procedure and in any external judicial or administrative proceeding and is subject to subpoena. The employee may, for the cost of duplication, obtain copies of materials in their personnel file. Any such copies will be made by the Human Resources Director or their designee and will be made available within five (5) business days of a written request of the copies.

### **Job Description**

Current job descriptions will be given to each employee and the employee is expected to sign a copy which will be kept on file in the employee's personnel file.

The major responsibilities of each position are outlined in the job description. It is the responsibility of each employee to competently and efficiently fulfill the duties described in the job description.

Employees may also be asked by supervisors to fulfill other duties or particular assignments not specified in the job description. Additional duties that become permanent shall be added to the job description during the annual performance evaluation process.

## **Leave Reports**

It is the responsibility of the HR and Payroll Office to maintain accurate sick leave and vacation leave records for each employee. Supervisors are responsible for accurate and timely reporting of sick leave and vacation leave in the employee portal. It is the responsibility of the employee to provide accurate and timely information to their supervisor. Timely means:

- Vacation is requested two (2) weeks in advance of the vacation time except in cases of emergency.
- Sick Leave is to be reported as soon as possible directly to the supervisor in-person or by telephone.

Every administrative employee must report their leave used for each pay period to the payroll department prior to the end of each pay period.

## **Criminal Conviction**

Employees must notify the Director of Human Resources of any criminal charges or convictions within five days of the occurrence.

## **SECTION 6 SAFETY**

### **Safety**

A safe workplace is of prime importance to the University. Every employee is responsible for safety and prevention of accidents. Employees should promote safety at all times.

Unsafe conditions should be reported to the department supervisor immediately. Employees should at all times be aware of their surroundings and the behavior of individuals around them and should report behavior or odd appearance of surroundings to the University Police Department or to a supervisor.

### **Occupational Accidents**

If a work-related accident occurs to an employee while on duty, the employee must report the accident to the immediate supervisor and the Human Resources Department as soon as possible completing the OBU Accident or Injury Report form found on the OBU Intranet.

The supervisor is responsible for ensuring the accident is reported to the Human Resources Department and forwarding the accident report shared with them by the employee. The accident report is to be completed and submitted to Human Resources as soon as possible.

Depending on the severity and time of the accident, the employee should be taken by the supervisor or a designee to obtain treatment at the following places in the order listed:

1. Campus Nurse, located in the Geiger Center.
2. Xpress Wellness Center Urgent Care Facility, located on McArthur Blvd. For injuries between 8:00 a.m. and 8:00 p.m.—make sure authorization form is sent to facility by Human Resources before arrival.
3. Emergency Room at SSM on McArthur for any life-threatening injuries.

### **Worker's Compensation**

The University provides Worker's Compensation Insurance in compliance with federal and state laws. The worker's compensation policy is on file in the Human Resources Office.

Lost-time accidents require the employee and their supervisor to work with Human Resources to complete an OBU Accident Report. The report will be reviewed with the injured employee by the Director of Human Resources. The worker's compensation policy and procedure apply to OBU student workers who are injured during the hours they are working for the University.

### **Emergency Closing**

Occasionally it is necessary to cancel or change work schedules due to inclement weather or other emergencies. Information may be obtained from the OBU website, radio, television, text alert, or the immediate supervisor.

### **Emergency Public Relations Procedure**

The University Communications Department shall be in charge of disseminating information concerning the University, its employees, students, and visitors to the campus in the event of an occurrence that concerns the news media.

## **SECTION 7 DRUG, TOBACCO, E-VAPOR AND ALCOHOL POLICY**

### **Drug, Tobacco, E-Vapor, and Alcohol-Free Workplace and Campus**

OBU is a drug, tobacco, e-vapor, and alcohol-free workplace and campus.

### **Drug-Free Workplace Policy**

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited. A violation of this prohibition or a failure to report the arrest, charge, or conviction of a violation of any criminal drug statute within five (5) days of the event by an employee will result in disciplinary action up to and including satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency or termination of employment. In addition, illegal activity involving drugs may be referred to law enforcement officials for criminal prosecution as violations may result in severe criminal penalties under local, state and federal law.

Further information is available in the OBU Drug-Free Campus Workplace Policy, which is distributed annually to all employees and students.

### **Tobacco, E-vapor and Alcohol**

The manufacture, distribution, dispensing, possession or use of tobacco, e-vapor, and alcohol is prohibited on campus or at any university sponsored activity. Any employee found to be in violation of this policy shall be subject to disciplinary sanctions. The University reserves the right to exercise total discretion in the imposition of disciplinary sanctions which may include required participation in a treatment or rehabilitation program, and/or suspension without pay, or termination of employment. In addition, illegal activity involving tobacco, e-vapor or alcohol may be referred to law enforcement officials for criminal prosecution as violations may result in severe criminal penalties under local, state and federal law.

### **Drug/Alcohol Testing Policy**

OBU's Drug/Alcohol Testing Policy is to protect the welfare and safety of students, employees, and the public. Oklahoma Baptist University prohibits the illegal use and abuse of drugs and alcohol by its employees. OBU will conduct drug/alcohol testing of any employee where a reasonable suspicion exists that an employee is in violation of this policy.

This policy applies to all employees of Oklahoma Baptist University.

OBU requires mandatory drug testing for individuals offered employment in positions designated as Safety Sensitive Positions. Safety Sensitive Positions are positions in which the employee is engaged in activities that directly affect the safety of themselves or others or utilizes dangerous equipment.

For the purpose of this policy, Safety Sensitive Positions include, but are not limited to:

- All University Police Department personnel.
- All nursing clinical faculty, whether full-time or adjunct.
- All Facilities Management personnel (except for office support staff).
- All Engineering and Allied Health lab personnel.

Oklahoma Baptist University retains the right to designate additional positions as Safety Sensitive.

Safety Sensitive Positions are subject to mandatory pre-employment, post-accident, and random drug/alcohol testing.

Job offers made to applicants, whether internal or external, for employment in Safety Sensitive Positions are contingent upon the results of a drug/alcohol test.

OBU tests for all drugs included in standard 10 or 16 panel drug tests and alcohol.

All drug/alcohol testing shall be conducted in compliance with state and federal law.

### **Types of Drug and Alcohol Testing**

Pre-employment Drug Testing – OBU requires mandatory drug testing prior to employing any individual in a Safety Sensitive Position. The drug test shall be performed only after a conditional offer of employment but before the individual begins work in the Safety Sensitive Position.

All offers of employment in Safety Sensitive Positions shall be conditional upon successful completion of the applicable drug test.

If an individual refuses to submit to or fails a pre-employment drug test and the failure is confirmed, he or she is ineligible for employment, and the conditional offer of employment will be withdrawn.

### **Reasonable Suspicion Drug/Alcohol Testing**

When a reasonable suspicion that any employee, regardless of position, possesses or is under the influence of illegal drugs, prescription drugs taken illegally or alcohol, the employee will be required to submit to a drug and or alcohol test. The employee may also be suspended with pay pending receipt of the test results and any investigation conducted. An employee who refuses to submit to or who fails a required reasonable suspicion drug/alcohol test is subject to discharge from employment.

### **Post-Accident Drug/Alcohol Testing**

When any University employee is involved in an industrial accident resulting in property damage or resulting in injury of the employee and/or another person, the employee will be required to undergo drug/alcohol testing at the time of the accident. When an employee is involved in a vehicular accident as the driver resulting in \$2,500 or more in damage or resulting in injury of the employee and/or another

person, the employee will be required to undergo drug/alcohol testing based on the investigating police officer's report indicating their reasonable suspicion of drug or alcohol intoxication being present at the scene.

### **Evaluation of Drug Testing Results**

All non-negative drug-test results shall be confirmed by a second test using scientifically accepted method of equal or greater accuracy as approved by rule of the State Board of Health, at the cutoff levels determined by Board rule. Non-negative drug test results and results falling outside the validity test acceptable range will be received and interpreted by a medical review officer (MRO) with knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and other relevant information. Applicants and employees shall be given the opportunity to explain, in confidence, the test results.

### **Collection Procedures and Testing Methods**

#### **Collection Method is Urinalysis**

The collection shall be conducted with due regard to the privacy of the individual being tested.

However, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples. To be accepted, the specimen must be within acceptable temperature range.

#### **Sample Collection**

Sample collection shall be documented, and the documentation procedures shall include:

- Labeling of samples to preclude the probability of erroneous identification of test results.
- An opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification or currently or recently used prescription or nonprescription drugs, or other relevant information.

The specimen will be tested in a certified laboratory.

### **Refusal to Submit to Drug Testing**

An applicant's refusal to submit to the required pre-employment drug test shall result in withdrawal of the conditional offer of employment. An employee who refuses to submit to a required drug-test is subject to discharge from employment. For purposes of this policy, adulteration and/or substitution of a specimen shall be considered a refusal to submit to a required drug test and will subject the employee to immediate discharge from employment.

### **Non-negative Test Result**

Only the MRO may make the final decision on a non-negative test result. A confirmed non-negative test result, validated by the MRO, will result in withdrawal of a conditional offer of employment for applicants and discharge of employees.

### **Cost of Drug Testing**

OBU shall pay all costs for drug testing, including confirmation tests required by law and the cost of transportation to the test site for current employees if the test is conducted off campus. However, an individual who requests a retest of a sample to challenge the results of a non-negative or positive result shall pay all costs of the retest. If the retest reverses the results of the challenged non-negative or positive test, OBU shall reimburse the employee for the costs of the retest.

## **Appeals Procedure**

Full-time and part-time employees who are subject to discharge, demotion, suspension without pay, or disciplinary loss of pay under this policy may appeal the decision under OBU Grievance Policy..

## **Work Time**

All drug testing of current employees shall occur during or immediately after the regular work period of the employee and shall be deemed work time for purposes of compensation and benefits.

## **Confidentiality**

The OBU Human Resources Office shall maintain as confidential records, in a jacket separate from other personnel documents in the personnel files, all drug test results and related information in its possession, including, but not limited to, interviews, reports, statements and memoranda.

Drug testing records shall be made available for inspection and copying by the applicant or employee tested, but, except as provided in Oklahoma state law, shall not be made available to any person other than the applicant, employee, the MRO, and the Human Resources office.

## **Employee Assistance Program (EAP)**

OBU offers an Employee Assistance Program (EAP) and on-site counseling resources to employees and their immediate family members to provide assistance in assessing and evaluating their problems. Employees are encouraged to seek assistance with drug-related or alcohol-related problems prior to having issues that lead to drug or alcohol-testing. Contact Human Resources for more information. regarding the EAP and counseling services available or refer to employee benefit guide.

# **SECTION 8 EMPLOYEE PERFORMANCE EVALUATION**

## **Performance Evaluation System**

Each employee will normally receive an initial 90-day evaluation followed by an annual evaluation of job performance from their supervisor during the month of the employee's original month of hire. The evaluations will require personal discussions between the supervisor and the employee.

The Performance Review Program has four goals:

- To encourage the employee's personal and professional growth.
- To improve the employee's understanding of the job, the supervisor's objectives, and how well the employee meets these objectives.
- To aid management in selecting qualified people for promotion, transfer, and training.
- To provide safeguards for objectivity and fairness in the assignment of personnel.

## **Procedure**

Supervisors of all new administrative and hourly employees are required to conduct an initial 90-day performance evaluation. The orientation period (90 day evaluation) is designed to ascertain the desirability of continued employment. The initial evaluation will serve to encourage employees as they continue in their first year of work or inform them that they will not remain employed beyond the orientation period.

Performance evaluations will be conducted annually during the employee's anniversary month.

The Process and the Timeline:

1. The employee portal and Human Resources (HR) department will remind reviewing supervisors by the 15th of each month to check their employee's anniversary months and begin the evaluation process for those with anniversaries in the approaching month.
2. The supervisor will work with the employee and confer with their executive team leader to review and update the job description.
3. The supervisor will complete the evaluation form (available on OBU's Intranet or employee portal), confer with their executive team leader, and present the approved and updated job description along with the performance evaluation to the employee by the 15th of each employee's anniversary month.
4. The supervisor and employee will collaborate to update performance and career goals of the employee for the coming year, ensure that process manuals for the position are up to date, and succession planning for the position is being considered when applicable. The employee may make written comment to the document as desired, and must sign in acknowledgment of receipt of the evaluation.
5. The signed, completed form will be submitted to the HR office for compensation award consideration, and all parties will be notified of any performance compensation being granted in accordance with annual University budgeting guidelines.
6. The completed form will be kept in the Human Resources Office and become part of the employee's permanent personnel file.

### **Promotion and Transfer**

Promotion is recognized by Oklahoma Baptist University as a cornerstone of good employment practice. The policy of Oklahoma Baptist University is to promote from within when possible. Job performance, competency, basic skills, and attendance record will be among those performance indicators considered when evaluating a potential promotion.

Length of service may be the deciding factor for the promotion only when all applicants for a job opening show all other equal qualifications. A recommendation for promotion will be discussed and approved by the department supervisor and appropriate administrative officer prior to submission of the required personal recommendation to obtain Administration approval. Selection for promotion will be made as soon as possible after the vacancy occurs.

A transfer occurs when an employee is moved from one department to another. A transfer may take place without promotion. An employee who wishes to transfer to a vacant position with a lower authorized wage rate than the position they hold, may not continue at their current wage rate in the new position. Personnel who wish to transfer from one department to another should make this fact known to the Human Resources Office. All transfers shall be made for the convenience of the University.

In the cases of promotion or transfer from one department to another, the employee will complete an online application, and the hiring manager will consult with the employee's current manager regarding performance of employee and coordination of the transfer date. The hiring manager is responsible to create the required Personnel Recommendation and obtain approval to begin the transfer of the employee.

Any accumulated sick leave and vacation time will be unaffected by transfer or promotion.

### **Service Awards**

Staff members are honored for service to the University at an annual University sponsored awards program. The University presents awards at five-year intervals based on the number of completed years of

service at the start of the fiscal year on June 1st.

## **SECTION 9 SEPARATION OF EMPLOYMENT FROM OBU**

### **Termination**

At times, Oklahoma Baptist University or individual employees may find it necessary to sever their employment relationship. All terminations of employment/discharge actions are required to be discussed with the Director of Human Resources **before** discussion of the matter and approval is sought from the President. Where it is determined by the President that the action is required, then the supervisor will accompany the Director of Human Resources to discuss the matter with the employee. Supervisors may not discharge an employee without first consulting with the Director of Human Resources. If the need for immediate separation should present itself, a supervisor may send the employee home for the day and then consult with the Director of Human Resources to determine the appropriate course of action in the matter.

When this occurs, the employment termination date is determined as the last day the employee works. The employee will be paid only for work time performed.

Types of termination:

- At-Will Resignation.
- Retirement.
- Layoff.
- Dismissal.

\*Faculty rights with regards to termination involving separation or dismissal are included in section 2.9 of the Faculty Handbook.

### **At-Will Employment**

See Section 2.1

### **Resignation**

Resignation is a termination action by which an employee voluntarily severs relationship with the University. In the case of voluntary resignation, employees are expected to give at least a two-week written notice.

### **Retirement**

Although there is no mandatory retirement because of age, normal retirement age at Oklahoma Baptist University is full retirement age as defined by the Social Security Administration. An employee who is considering retirement should contact the Human Resources Office for information regarding retirement benefits, social security benefits, etc. This should be done at least 90 days prior to retirement. The employee should also provide notice to their supervisor of their intent to retire as early as possible and specify an actual end date.

### **Layoff**

Occasionally it may be necessary to lay off employees. Such layoffs occur for reasons such as lack of work, loss of or lack of funds, market shifts, and program redirection in whole or in part. The Board of Trustees and/or the President shall be the deciding authority in such a situation. When the University initiates the layoff of an employee, the University will attempt to give at least two weeks' notice. When the University initiates the termination of an employee in good standing the individual will be paid for actual time

worked.

The University's policy is to avoid layoffs whenever possible.

### **Discharge**

Discharge is a termination action by which the University terminates employment of an employee. All discharge actions are required to be discussed and carried out in conjunction with the Director of Human Resources. Collaboration with the Director of Human Resources and Administration approval of termination **must occur before** a joint meeting takes place to discuss the matter with an employee being discharged. These matters must remain confidential at all times. An employee who is discharged will be paid for time worked.

### **Progressive Discipline**

Oklahoma Baptist University has established the following employee disciplinary policy. However, the University has not promised or contracted with the employee to discipline only in keeping with this policy or the procedures described.

Certain employee actions will result in immediate discharge, while other actions will be addressed with a plan for improvement. Depending upon the severity of the concern, the following section details these guidelines. Supervisors may consult with the Director of Human Resources for more detailed guidance when needed.

First an oral alert for the need to improve will be given in a formal meeting where a problem is discussed. A written summary prepared by the supervisor will follow to document the meeting and will be placed in the employee's personnel file.

Second, a written notification in the form of a performance improvement plan will be given in a formal meeting, including the employee and their immediate supervisor where the continued problem is discussed. The immediate supervisor may include other relevant leadership in the meeting when needed. The supervisor and employee will sign, acknowledging the document, which will be filed in the employee's personnel file.

If disciplinary actions elevate to a level necessitating discharge, the guidelines for discharge must be followed.

### **Guidelines for Discharge**

These guidelines are designed to emphasize reminders of expected performance and encourage improvement for continued employment. The guidelines reflect the University's desire to correct the problem and retain the employee. The steps described reflect the fact that some deviations by employees from the expected are more serious than others. The University may choose to utilize some, all or none of the steps. These guidelines neither promise the employee nor restrict the University. The identification of some of the reasons for discharge is to help the employee understand expectations. The reasons are not an exclusive list. Other conduct may result in immediate discharge as well.

### **Immediate Discharge**

Some Reasons for Immediate Discharge:

- Possession or control of a handgun, concealed or otherwise, or other weapon, except as

specifically authorized by the President or the Board of Trustees

- Possession of, or use of, illegal drugs or alcoholic beverages on University property or while on University business
- Attempts to sell drugs or promote drug use
- Refusal to work or perform duties as directed by the supervisor(excluding safety reasons)
- Theft of University property
- Willful destruction of University property
- Insubordination
- Sexual harassment or misconduct as defined under Title IX
- Serious misconduct of an employee
- Serious and demonstrable professional incompetence
- Serious and demonstrable neglect of duties
- Fraudulent or unethical behavior
- Falsification of time records
- Falsification, fraud or omission of information when applying for a job
- Repeated failure to report to work for a period of two consecutive scheduled workdays
- Failure to maintain a current license or certificate if required
- Any act which endangers the safety, health, or well-being of another person which has caused serious disruption of work or gross discredit to the University
- Conviction of any crime, misdemeanor or felony, which compromises the fulfillment of professional duties and/or demonstrably and seriously harms the reputation of the University or the profession
- Misappropriation or misuse of University resources, including financial resources, physical resources and/or human resources
- Private conduct, including that contained on personal social media accounts which can be linked to OBU, which compromises the fulfillment of professional duties and/or demonstrably and seriously harms the reputation of the University and/or the profession
- Exploitation of students, staff, faculty members or their families for personal benefit or gain
- Verbal or physical abuse directed toward students, staff, faculty members or their families
- Engaging in or promoting sexual conduct that contradicts biblical standards for sexuality. OBU affirms the biblical understanding as a faithful commitment in marriage between a man and a woman and purity in relationships outside of marriage
- Serious or repeated breach of Code of Ethics or Faculty conduct list (name and refer to this specifically by section.

### **Two Step Discharge**

1. Written performance improvement plan
2. Immediate discharge

Some reasons for two step discharge:

- Gambling on campus
- Possession or use of tobacco products or non-cessation nicotine alternatives on campus
- Careless, negligent use of University property
- Unauthorized attempts to access offices, files, information to which an employee should not have access

- Unauthorized or improper use of a leave
- Failure to report to the University for 1 or 2 days without notification
- Release of confidential information without proper authority, especially in violation of FERPA
- Sleeping on the job—hourly on the clock
- The failure to comply with a supervisor's order or published rules and regulations of the University
- Breach of Code of Ethics, Section 3.3 and Employee Conduct, Section 1.3 (reference faculty list here as well)

### **Three Step Discharge**

1. Oral warning
2. Written performance improvement plan
3. Immediate discharge

Some reasons for three step discharge:

- Uncivil conduct
- Repetitive tardiness
- Unauthorized absence from job
- Failure to maintain a harmonious working relationship with employer and students
- Foul and abusive language
- Inefficiency in performance of duties
- Incompetence in performance of duties
- Negligence in performance of duties

The above examples are not all-inclusive.

Persons who believe they enjoy some right which has been violated or believe that corrective action has been taken on the basis of incorrect or incomplete information should follow the grievance procedure in this handbook. Persons who believe that the corrective action is the result of illegal discrimination should make a formal complaint as outlined in the complaint procedure in this handbook.

### **Discharge Procedure**

**Immediate Release:** If the employee's action is of extreme severity, the supervisor will collaborate immediately with the Director of Human Resources to obtain the correct avenue for impromptu suspension of duties while the required administrative approval of termination occurs before an employee is formally discharged. These matters must remain confidential at all times. The employee may be sent home immediately and informed that they are not to return to work until instructed to do so while the supervisor and the Director of Human Resources discuss and carry out the discharge process. Usual discharge procedures not requiring immediate removal from campus are described below.

**Discharge Procedure:** Prior to discharge notice, the employee's supervisor should take the steps outlined in the disciplinary policy, if appropriate.

The supervisor should provide the Executive Officer of the area and the Director of Human Resources

with a written record containing the events leading up to the recommendation for discharge. The Executive Officer of the area should review the recommendation for discharge with the supervisor prior to the supervisor collaborating with the Director of Human Resources to complete the discharge process.

The Executive Officer of the area may endorse the discharge recommendation for the supervisor to take to the Director of Human Resources. Or the Officer may reject the discharge recommendation and recommend the supervisor work with the Director of Human Resources to continue a course of performance improvement through corrective action as outlined above.

While the Director of Human Resources will collaborate with supervisors to complete the discharge process, the President has the ultimate authority to order a discharge and may use their discretion to overrule any recommended personnel action at the University.

### **Suspension with Pay**

Suspension is the temporary separation of an employee from the University. This action requires discussion with the Director of Human Resources and documentation of employee's behavior before an employee may be placed on suspension. This is an action that is taken usually when there is a strong likelihood that the employee's continued presence at the University poses an immediate threat of harm or disruption to the University or to individual members of the University community. Suspension shall be with pay and shall last only so long as the threat of harm continues or until the employee is formally discharged. Employees on suspension may appeal through the grievance procedure, but all discharge decisions approved by the administration are final and may not be reversed through the grievance procedure.

### **Exit Interview**

Exit interviews are conducted with all terminating employees to obtain all necessary information pertaining to the exit process. An opportunity also exists for an employee to voice concerns to the Human Resources department that need to be reviewed by the University.

All regular employees whose employment with the University ends will have an exit interview before leaving.

It is the responsibility of the supervisor or department manager to ensure the employee schedules the exit interview with Human Resources once their resignation notice is received.

A Clearance Form is to be completed by Human Resources prior to the Exit Interview and will be reviewed with the employee that is separating during the Exit Interview. This form includes sections for the supervisor to sign that they have checked to make sure all borrowed items from the library or department are returned. The employee must bring all laptop computers/tablets to the exit interview and turn them in for IT. Human Resources will also inform the employee of any outstanding debts, parking tickets owed, or unpaid fees on file with the business office. These outstanding monies owed must be paid, or a promissory note to pay them must be signed, before the employee can be terminated. The employee may agree for the university to withhold monies from their final paycheck to satisfy in whole or in part the amount owed to the university.

### **Vacancies**

Responsibility for anticipating personnel needs resides with the department head in consultation with the

appropriate budget head. The Department Manager/Dean is responsible to prepare and circulate for approval a Position Vacancy form for approval before a vacant position is posted for candidate applications. The Department Manager/Dean with the vacancy will establish a screening committee and oversee the applicant screening process to fill the vacancy. If a vacant position reports to multiple departments, the officers will confer together concerning the selection. When a candidate is selected for the position, they complete a Personnel Recommendation for approval at the executive level **prior to notifying the successful applicant** that they have been hired and making a formal offer of employment. The Human Resources Office acts as a clearinghouse for information and as a depository of records for all candidate searches. Any written materials resulting from a completed candidate search should be turned in to the Human Resources office for required filing purposes.

### **Job Posting**

Vacancies will be posted for at least 3 working days on the OBU website, and may be posted on other employment sites as needed to obtain qualified applicants. Hiring supervisors will work with the Human Resources department to determine the most effective recruitment strategy for their vacant positions.

### **Reemployment**

All benefits will be reinstated as of the original date of employment for any employee rehired at the University within 90 days or less.

Any employee rehired at the University after more than 90 days, who had less than 1 year of previous service, will receive benefits dated as of the new date of employment with no credit for previous experience.

Any employee with at least 1 year of prior continuous service who is rehired at the University within 90 days to 1 year of their previous service, insurance, sick leave and retirement benefits will be effective on the most recent date of hire. Continuous service credit for the calculation of vacation, service awards, and educational benefits will be granted. No continuous service credit will be granted for the time out of University employment.

Any employee rehired at the University after more than 1 year, all benefits will be as for a new employee with no credit for previous service.

## **SECTION 10 BACKGROUND/PRE-EMPLOYMENT SCREENING**

### **Background/Pre-employment Screening Policy**

Purpose: OBU's background/pre-employment screening policy is established to protect employees, students, minors visiting campus, and financial resources of the University. The Human Resources Department will oversee the establishment and enforcement of background checks for candidates for volunteers, , employment candidates, employees, and students of Oklahoma Baptist University who engage in any activity that may involve minors where they practice teach/coach, demonstrate and practice skills learned through a course of study at the University or perform in any leadership role as a representative of the University. Screening will be done by a vendor selected by the University.

### **Policy Statement**

Scope of Policy: This policy applies to all employees of Oklahoma Baptist University, as well as all students who perform student nurse practicums, student teaching practicums, students who perform practicums in behavioral clinical settings, students engaged in teaching/coaching practicums, students who work in churches and any other student activities where they may be in contact with minors, including

camps, and for all candidates hired as an employee of Oklahoma Baptist University.

### **Procedure**

Candidates for OBU employment: Once a candidate is approved by the Executive Officers, a formal offer of employment may be made to the candidate pending background checks. This includes employees hired for the Music Preparatory program. All background records are retained by the Human Resources Department.

Students enrolled in various University colleges with coursework designed to provide practice teaching, medical service interaction, or internships, will be required to submit to a background verification as prescribed by the University before admittance to, or participation in, the specific University program.

All student background verification information will reside with the college in which the student is enrolled.

### **Pre-employment Background Verification**

Requests for authorization to background checks are emailed directly to candidates, students, and employees from the background screening company OBU is contracted with. The Human Resources department will notify individuals when to expect the authorization and to complete it.

### **Background Screening Process**

The Human Resources and Payroll Department will conduct the background screening process. All job offers to candidates for full- or part-time employment will have a background check to include:

- Criminal/Sex Offender (C/S) – Required by all positions.
- C/S + Motor Vehicle (MVR) – Required if the position uses a University owned vehicle or personal vehicle on a regular basis as part of the position responsibilities.
- C/S + MVR + Credit – Required if the position uses a University owned vehicle or personal vehicle on a regular basis as part of the position responsibilities and duties entailing oversight of a University budget or possesses a University credit card.
- C/S + Credit – Required if the position entails oversight of a University budget or possesses a University credit card or handles cash for the University, such as a cashier.
- Standard 10-panel drug test – All candidates for safety sensitive positions or who will participate in clinical rotations who pass pre-employment background check.

### **Background Screening Results**

All results will be kept confidential. If the background search produces information which may negatively impact a candidate, the information will be shared with such candidate. Information regarding possible adverse results will be reviewed by the Director of Human Resources for approval and recommendation to continue employment offer. The appropriate Executive Officer will be consulted in the event that it may be necessary to retract an offer of employment.

If an adverse action is taken upon an employment offer or employment based upon information produced in a background check, the subject shall be provided 1) a pre-adverse action letter which includes a “Summary of Rights under the FCRA” via electronic format, and 2) a reasonable amount of time to contest any inaccurate data. If, after the candidate has issued a response to the pre-adverse action letter and requested necessary corrections to their background check document, the Director of Human Resources and the Executive Officer still decide to not hire the candidate based on the contents

of a background check, Human Resources must issue an official adverse action notice, which explains the decision in full. This notice can be delivered digitally or as a hard copy.

The adverse action notice must:

- Include a summary of the applicant's FCRA-protected right to dispute the accuracy or completeness of the background check's findings directly with the agency that performed it.
- Provide notice of the adverse action to the consumer.
- Provide the consumer with contact information for the CRA that prepared the report.
- Once the previous steps are completed, the FCRA requires disposal of background check results securely. This means shredding or burning paper copies and erasing digital copies permanently.

### **Student Nursing and Behavioral & Social Sciences Students**

The Student Background Verification Authorization form is to be completed by the candidate and submitted to the Department of Nursing. The form may be found on the University website.

The College of Nursing will conduct the background screening process. The background check will include:

- Residency History
- Social Security Trace
- 7-Year All Country Criminal Search
- Nationwide Criminal Records Database (includes Nationwide Sex Offender Registry)
- Nationwide Healthcare Fraud and Abuse (FACIS III)
- Standard 10-panel drug test (where applicable)

*All records will reside in the Department of Nursing.*

### **College of Christian Service, College of Education, College of Mathematics and Sciences, College of Behavioral and Social Sciences, and Department of KALS and Athletic Department Students**

The Pre-employment Background Verification Authorization form is to be completed by the candidate and submitted to the respective department. The form may be found on the University's website.

The respective department will conduct the background screening process which will include:

- Social Security Trace
- Nationwide Criminal Records Database (includes Nationwide Sex Offender Registry)
- Nationwide Criminal Records

All records will reside in the respective department or college.

## **SECTION 11 LEAVE: PAID/UNPAID**

Employees must use any available leave (vacation/sick leave) before unpaid leave is allowed.

## **Sick Leave**

Sick leave is a pay continuance policy and it is important that employees protect their sick leave time and accrue to the maximum of 70 days as a financial protection against the possibility of long periods of illness.

A maximum of 12 days of sick leave is accrued per fiscal year (June 1 through May 31) for all full-time, regular employees, and faculty. All part-time employees (except for student workers) who work at least 20 hours or more per week on a regular basis accrue sick leave prorated on the basis of Full-Time Equivalency (FTE).

Sick leave cannot be used until the completion of the initial 90-day orientation period of employment.

Sick leave is to be used for absence due to personal illness, injury, medical emergency situations and medical appointments for the employee and/or the employee's immediate family (dependent child, spouse and parent only). The employee should notify their supervisor/manager or department chair as soon as possible, and in keeping with the department's guidelines. Hourly employees need only to submit time for actual hours of work missed during sick leave. Salaried employees and faculty need only to submit time when a full day of work is missed for sick leave.

A maximum of 70 days of sick leave can be accrued and carried forward from fiscal year to fiscal year. Sick leave must be approved by the department head/chair prior to receipt of pay for such absence. The University reserves the right to require a doctor's written statement for the use of any sick leave. Anytime an employee is hospitalized or has outpatient surgery, the Human Resources department must be notified, and a doctor's written statement is required releasing the employee to return to work. If an employee is in disciplinary status, a doctor's statement is required to use accrued sick leave.

Upon termination, employees are not paid for accrued sick leave.

## **Maternity Leave**

The University is firmly committed to protecting the rights of expectant mothers and complying with Title VII of the 1964 Civil Rights Act as amended by the Pregnancy Discrimination Act of 1978 and all other applicable laws. The University's policy is to treat women affected by pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including hiring, training, promotion and benefits.

## **Court Leave**

When an employee is summoned to jury duty or subpoenaed to appear as a witness by a proper authority to serve as a witness in any state or Federal Court where the employee is not a party, the employee may be granted time off without loss of pay or benefits. The employee is responsible for notifying the supervisor or department head of impending jury or witness duty immediately upon receipt of the notice to serve.

## **Military Leave**

OBU provides reemployment and other benefits for employees engaged in military service as provided by the Uniformed Services Employment and Reemployment Rights Act. Any employee may take a leave of absence for military service in the uniformed services of the United States, including the Oklahoma National Guard. An employee going on military leave shall give advance notice of the leave to his or her supervisor as soon as practical. If advance notice cannot be given because of military necessity or other circumstances, notice shall be given as soon as reasonable after the beginning of the military leave.

An employee will be granted ten (10) additional days of paid military leave to allow fulfillment of annual obligations while serving in any federal Reserve capacity. This paid military leave will allow employees to meet obligations without having to take regular vacation. Employees may elect to use any accrued vacation time during military leave that exceeds the ten (10) days of paid military leave. To the extent that paid military leave is exceeded and vacation time is not used, military leave shall be unpaid. During military leave which lasts for more than 30 days, employees may elect to continue employee and dependent health insurance coverage, at the employee's expense, for up to 180 days.

Time spent on military leave shall be counted in calculating years of service for all purposes, including service awards, eligibility for vacation, and consideration for promotion. Neither vacation leave nor paid sick leave shall accrue during military leave.

Upon termination of military service, any employee who makes a timely application for reemployment shall be reemployed by the University unless reemployment is impossible, unreasonable, or an undue hardship under the circumstances. An employee returning from a military leave lasting longer than thirty (30) days shall provide official, written documentation showing that the employee is entitled to reemployment and that the application for reemployment is timely.

### **Bereavement Leave**

Employees will receive up to 5 days at their regular rate of pay prorated based on FTE for necessary time lost from work in the event of the death of an immediate relative, including:

- Spouse
- Child, including natural, adopted, foster, step, son-in-law, daughter-in-law, and stepchild
- Parents, including father-in-law or mother-in-law, and stepparent
- Legal sibling

Employees will receive up to 3 days at their regular rate of pay prorated based on FTE for necessary time lost from work in the event of the death of any other relative, including:

- Grandparents, including grandparents-in-law
- Brother-in-law or sister-in-law
- Aunt or Uncle
- Niece or Nephew
- First cousin

Any time off in excess of the above will be considered vacation time or leave without pay. Any exception to this policy can only be made by the appropriate Cabinet member in consultation with the Human Resources Director.

### **Holidays**

The following days are authorized University holidays:

- New Year's Day.
- Martin Luther King, Jr. Day.
- Spring Break Day - 1 day selected by the employee and approved in advance by the department head.

- Good Friday.
- Memorial Day Independence Day Labor Day.
- Thanksgiving – Monday, Tuesday, Wednesday, Thursday and Friday.
- Christmas Eve and Christmas Day.

If any of the above holidays fall on Saturday, generally Friday will be the approved holiday. If it falls on Sunday, generally Monday will be the holiday. The University reserves the right to schedule which calendar day a holiday will be observed.

All employees (excluding students), who work at least 20 hours or more per week on a regular basis, will be eligible for holiday pay. Employees working less than 40 hours per week will receive holiday pay prorated on an FTE basis. Holiday pay is based on an 8-hour day.

To ensure the continuous operation of the University, it is necessary for certain employees (typically OBU Police Department, Residential Life and Facilities Management) to work on an actual University recognized holiday. In such instances, the employee will be paid one and one half (1 1/2) times their regular rate of pay for the hours worked on the actual holiday in addition to Holiday pay.

### **Energy Conservation Days (ECDs)**

The University may schedule annual energy conservation days based on the University's Christmas and New Year holidays and academic class schedule.

Non-exempt/hourly employees required to work on scheduled ECDs will be allowed to take equivalent time based on a straight-time basis with pay by May 31 as scheduled with the employee's supervisor.

### **Vacation**

The University provides vacation time to eligible employees to allow them time off from their regular work schedule each fiscal year. All full-time and part-time employees along with 12-month and administrative faculty are given vacation leave as follows:

Length of Service or Years of Experience	Vacation Days per Year
0-2 years	10
2-5 years	12
5 to 15 years	15
15+ years	18

Vacation leave is prorated on an FTE basis for employees who work less than full-time. For example, an employee with 6 years of experience, regularly scheduled to work 30 hours each week (.75 FTE) receives 11.25 days of vacation each year.

Employees are also given their birthday as a vacation day in addition to those granted based on years of service. Employees should use the day during their birthday month and must coordinate the day off with their supervisor.

Candidates for employment with prior relevant experience may be approved to receive vacation leave based upon their years of experience. The President or his designee must approve such requests in

advance of employment.

Vacation time is given at the beginning of the fiscal year or pro-rated based on the date of employment if the employee begins work after the beginning of the fiscal year. Vacation may not be used by new employees until the 90-day orientation period is completed.

All part-time employees who work at least 20 hours or more per week on a regular basis are given vacation time on a pro-rated basis.

Whenever possible, the University will grant vacation at the convenience of an employee; however, departmental needs must be met and vacation should not be scheduled or taken without prior request and approval of the employee's supervisor. Supervisors and department chairs may schedule periods of time when vacations are not allowed within the business unit to ensure staffing during times of critical business needs. In such cases, supervisors will clearly post and communicate the time periods when vacation will not be granted as far in advance as possible.

Each supervisor is responsible for ensuring that each person under their supervision is scheduled for appropriate vacation time. Supervisors and department chairs will check vacation time taken and pending vacation requests in December and then again in March to ensure that employees are using their vacation and have a plan to avoid losing vacation time at the end of the fiscal year on May 31st.

Vacation may not be carried forward from one fiscal year to the next. Employees are not eligible to receive cash payments for unused vacation leave while actively employed or upon separation from the University. Additionally, employees who submit a resignation notice are not permitted to use vacation leave instead of working through their leave-notice period.

Any vacation leave taken during the final two weeks of employment must have been submitted and approved in the employee portal ***before*** the employee provides notice of resignation. If vacation was previously approved, the employee must still work their final scheduled day and attend the required exit interview to receive payment for that approved vacation time.

**Employees will not be paid for any unused vacation time upon separation of employment.**

### **GO Mission Trip**

Oklahoma Baptist University encourages all full-time OBU employees to participate in mission activities supported and managed by the OBU Department of Spiritual Life. Full-time employees may participate in a GO Mission Trip without having to use personal vacation time. OBU will credit fulltime employees up to 10 days of vacation upon completion of a GO trip. Employee participation must be approved by the employee's supervisor prior to application for the trip. All required elements for each trip must be satisfied including participation in all development and training activities as specified by the OBU Department of Spiritual Life. This benefit will only be provided for one (1) GO trip every three (3) fiscal (June 1-May 31) years.

### **Shared Sick Leave**

Oklahoma Baptist University (OBU) affirms its identity as a Christ-centered academic community that upholds the values of compassion, mutual care, and the importance of family. As a community guided by Scripture, OBU views caring for family as a sacred responsibility and encourages employees to support one another through the donation and responsible use of shared leave. In alignment with these values and federal guidelines under the Family and Medical Leave Act (FMLA), this policy establishes a Shared Sick

Leave Program to allow eligible employees to voluntarily support one another during times of significant personal or family need.

This program enables eligible OBU employees to request additional paid leave from a shared pool when they experience a qualifying serious health condition, must care for a qualifying family member with a serious condition, or require additional bonding time following the birth or legal adoption of a child.

This policy is applicable to all employees who meet the benefit eligibility requirements outlined in the OBU Employee Handbook.

For the purposes of this policy, the following terms apply:

Leave Donation: Accrued sick leave voluntarily transferred by a benefit-eligible employee into the Shared Sick Leave Pool.

Shared Leave Request: A formal request by an eligible employee to receive hours from the Shared Sick Leave Pool for a qualifying absence.

Shared Leave Allotment: Sick leave hours granted to an employee from the pool, based on available resources and policy criteria.

Qualifying Condition: A condition meeting the FMLA definition of a serious health condition affecting the employee or a qualified family member (as defined by OBU's bereavement policy). This includes conditions requiring inpatient care or ongoing medical treatment, as well as pregnancy and postnatal bonding time as permitted under the FMLA.

### **Eligibility Requirements**

Employees may request Shared Sick Leave if all of the following are met:

- The employee is benefit-eligible and has completed their 90-day orientation period.
- The employee has **exhausted all of the following types of paid leave:**
  - OBU Paid Family Medical Leave (if applicable)
  - Accrued sick leave
  - Granted vacation leave
- The employee or a qualifying family member is experiencing a serious medical condition certified by a healthcare provider, or the employee has recently become a parent through birth or legal adoption and is requesting bonding leave under FMLA provisions.

### **Parental Leave Using Shared Sick Leave**

The university affirms the dignity of parenthood and the sanctity of life, recognizing the arrival of a child—by birth or adoption—as a time worthy of support and celebration. For that reason, OBU recognizes the profound significance of welcoming a new child and supports parents in nurturing strong family bonds. Shared Sick Leave may be used for non-medical parental bonding time following childbirth or adoption, under the following conditions:

#### **Maximum Allotment**

- Up to 20 workdays (4 weeks) may be allotted for parental leave.

- May be used in addition to the two weeks of OBU-provided Paid Family Leave.
- Use of the pool is dependent on available donated leave hours.

#### **Clarification: Medical vs. Bonding Leave**

- This policy does not replace existing OBU or FMLA medical leave policies for pregnancy-related medical conditions (e.g., gestational diabetes, preterm labor).
- Time off during pregnancy due to medical symptoms is allowable if supported by healthcare certification.
- Leave used for medical reasons before birth and for bonding after birth or adoption are treated as separate events, each requiring their own documentation.

#### **Leave Donation Procedures**

- Employees with at least 120 hours of accrued sick leave may donate up to 24 hours annually to the pool.
- At the inception of the program, employees may make a one-time donation of up to 56 hours.
- Donors must submit a Shared Leave Donation Form to HR. Donations are voluntary, irrevocable, and non-transferable to specific individuals.
- Donated leave will be managed confidentially by HR and Payroll in accordance with HIPAA.

#### **Leave Requests, Granting, and Prioritization**

Requests for Shared Sick Leave will be considered on a first-come, first-served basis and evaluated using the following priority categories:

1. Sudden or critical major illness
2. Chronic health conditions requiring intermittent care
3. Post-operative or recovery from medically required procedures
4. Parental bonding (birth or adoption)
5. Post-operative or recovery from elective scheduled procedures

#### **Documentation Requirements**

- **Medical documentation:** physician certification for illness, procedure, or pregnancy-related medical conditions.
- **For childbirth:** A hospital record or birth certificate.
- **For adoption:** Legal documentation from the placing agency or court.

#### **General Limits**

- Employees may be granted 2 to 6 weeks of leave per application (except parental leave, which is capped at 4 weeks).
- No employee may receive more than 12 weeks of shared sick leave within any rolling 12-month period.
- The total amount of shared leave granted, when added to all other forms of paid leave available to an employee, may never exceed 14 weeks within any rolling 12-month period.
- Any unused shared leave will revert to the pool and will not be credited to personal sick leave balances.
- All requests are subject to HR approval and final review based on available pool resources.

## **Supervisory and HR Oversight**

Supervisors will be notified of approved shared leave duration but will not receive information regarding the employee's medical condition or personal circumstances. Final determinations will be made by the Director of Human Resources, with compassion, consistency, and stewardship guiding every decision.

## **Family Medical Leave Act and Paid Family Leave**

Occasionally, an employee may be absent from work for an extended period due to personal or family-related illness or injury. All benefit eligible employees who hold positions with an FTE of .50 or greater can access their paid leave (vacation, sick leave) for such a leave and are also eligible for Paid Family Leave. In addition, after at least 1250 hours of work during the previous 12 months of employment for the University, a full-time employee is eligible for up to a total of 12 work weeks of family medical leave (FML) (combined paid and unpaid depending upon leave balances availability at the time FML is taken) during a 12 month period in accordance with the following provisions of the federally mandated Family and Medical Leave Act (FMLA) of 1993.

### **Qualifying Events for Family Medical Leave/ Paid Family Leave**

- Birth, or placement for adoption or foster care of a son or daughter of the employee and in order to care for the son or daughter.
- To care for one's own serious health condition or injury,
- To care for a spouse, son or daughter, or parent who has serious health condition or injury.

By definition a serious health condition is one that greatly diminishes or eliminates the ability to perform daily living functions such as preparing and eating foods, performing personal hygiene tasks, or walking, sitting, standing, seeing, hearing, and touching such that the care giver employee is unable to perform the functions of the job.

### **Terms of Family Medical Leave/ Paid Family Leave**

FML is, in and of itself, unpaid leave; however, as of June 1, 2025, OBU offers two weeks of paid family leave to every employee who qualifies for the use of FMLA. If the leave calls for more than two weeks of time off, and the employee has unused vacation and/or eligible sick leave time, the University requires that time to be used concurrently by the employee until both vacation and sick leave are depleted. If no vacation/sick leave is available, the employee may apply for time from the Shared Sick Leave pool or leave without pay may be used for the remainder of the 12 weeks, if needed. While on leave of absence, if vacation/sick pay is exhausted, then employees do not receive additional vacation, sick leave accrual, service credit, or holiday pay.

Medical leave may be taken intermittently (e.g., by working fewer days in a week or fewer hours in a day) if such a schedule is needed for medical reasons. Medical documentation from a physician is required from an employee taking FML.

## **Procedures**

Requests for family or medical leave must be submitted in writing to the Human Resources department. Requests should be completed 30 days in advance, (except for emergencies) and must include the reason for the request and the anticipated time period for the leave. The employee will be required to provide medical certification using the FMLA Certification of Health Care Provider form before approved leave will be granted (except for emergencies). Notification forms and forms for obtaining medical certification are provided by the Human Resources department.

### **Return to Work**

Eligible employees who take a family or medical leave of absence will be able to return to the same or equivalent position and employment benefits. Employees who were under medical care must provide a certification from the health care provider to the Human Resources office indicating that the employee is able to resume work and what, if any, restrictions apply.

If an employee does not return to work as agreed upon after the 12-week period, unless other arrangements are made, they shall be considered to have resigned from the University effective the last day worked.

### **Administrative Extended Leaves of Absence Without Pay**

Leaves of absence without pay for personal reasons may be recommended by the department manager for full-time employees when it appears to be in the best interest of the University and the employee.

#### **Factors in Evaluating a Request**

- The purpose for which the leave of absence is requested
- The length of time the employee will be away
- The effect the leave will have on the ability of the department to carry out its responsibilities
- The employee's position and length of service

#### **Terms**

A leave of absence of up to 6 weeks may be approved for personal reasons. One extension of six weeks may be requested in writing to the President for extraordinary situations. While on leave of absence, employees do not receive sick leave accrual, service credit, or holiday pay. Health and life insurance coverage will remain effective, provided the employee prepays the appropriate premium (if applicable) on a monthly basis.

When employees are granted leaves of absence without pay, the University will make an effort to reinstate the employee to the same position they previously occupied or to a similar position at the conclusion of the leave.

## **SECTION 12 BENEFITS**

### **Benefits**

The benefit program has been developed over a period of years through careful consideration and cooperative effort. Its purpose is to provide a foundation for employees which will enhance their quality of life by offering a variety of benefits to fulfill the needs of employees at all points of career development. Benefits are determined by the University administration and may be excluded from current taxable income as defined by the Internal Revenue Service. Benefits are subject to change by the University administration. As these changes occur, every effort will be made to provide advance notice of such changes. The benefits described below are afforded to all full-time employees unless otherwise determined at the point of hire.

### **Open Enrollment**

Once a year, employees can make changes to benefits based on the employee's needs. Changes to benefits cannot be made any other time of the year unless there is a qualifying life event or "life-change" in status to the employee. Open enrollment is established as a two-week period in the fall with a beginning and ending date. Employees who fail to respond when notified by Human Resources to complete their Open

Enrollment indicating their election of benefits by the Open Enrollment “ending date” will receive the same level of benefits as indicated the previous benefit year during passive enrollment years. In years where benefit reenrollment is active or required, employees who do not respond will lose benefit coverage. In any case, enrollment in the Flexible Spending Account is not possible without a current enrollment form.

Any qualifying life event changes in status (as permitted under the Internal Revenue Code) must be made known to the Human Resources Office within 30 days of the qualifying change. This is mandated by contract with insurance carriers with no exceptions.

Qualifying life event changes in status may include, but are not limited to:

- Change in employee’s legal relationship status
- Events that change an employee’s number of dependents
- Events that change the employment status of the employee

### **State and Federal Mandated Programs**

Eligibility for state and federal mandated programs begins the first day of employment with OBU.

#### **Social Security and Medicare**

Participation in the Federal Social Security and Medicare Program is automatic for each employee with the University and the employee contributing to the program as prescribed by law.

#### **Withholding Tax**

According to federal and state laws, income tax is withheld from each employee's paycheck if earnings exceed the allowance for exemptions as claimed on the Withholding Exemption Certificate (Form W-4). This certificate must be on file for each employee and may be changed or revised if the employee's exemption status changes. Such action may be completed in the Human Resources or payroll office. University staff is not able to provide advice on tax withholdings.

#### **Remuneration in Lieu of Unemployment Insurance**

OBU is exempt from participating in the Oklahoma state unemployment insurance program. OBU employees are not able to file an unemployment claim with OESC. OBU is held exempt because it meets the standards set forth in the Oklahoma statute §1-210(4)(a)(ii) in that the university operates for a “primarily religious purpose” and that it is “operated, supervised, controlled, or principally supported by a church or convention or association of churches” being overseen and governed by the Baptist General Convention of Oklahoma dba Oklahoma Baptists.

Oklahoma Baptist University (OBU), as an institution of higher education, is committed to ensuring that any employee who experiences job severance due to no fault of their own receives a form of remuneration to assist them in the absence of being able to file a claim for unemployment.

The purpose of this policy is to benefit OBU administrative and support employees since OBU is exempt from providing unemployment insurance under Oklahoma state statute and federal law 26 U.S.C.A. § 3309(b). Individuals considered eligible for compensation upon severance from OBU will include people who incur a termination action related to a layoff only. This policy is not applicable to

any individual exiting OBU in an at-will resignation, retirement, or discharge. OBU Faculty working under an annual contract are covered for any compensation considerations by their current Faculty Contractual Agreement. Only administrative staff, support staff, and administrative faculty are covered by this policy when the terms of their exit qualifies them as eligible.

### **Layoff Remuneration Compensation Structure for Layoff Termination Actions**

Any OBU employee who is laid off due to no fault of their own, or must be terminated due to a reorganization, restructuring, or program redirection of the institution, will receive compensation directly from OBU according to the following schedule:

- Individuals exiting after less than two (2) years continuous service with OBU will receive four (4) full week severance pay upon termination.
- Individuals exiting OBU after at least five (5), but not more than ten (10) years continuous service with OBU, will receive six (6) full weeks' severance pay upon termination.
- Individual exiting OBU after ten (10) years continuous service or more with OBU will receive eight (8) full weeks' severance pay upon termination.

All layoff remuneration paid to individuals exiting OBU under this policy will represent the full and final payment for the severance of the relationship between the parties. No other monies will be paid beyond the terms listed in this policy.

Individuals exiting OBU under the terms of this policy will have access to job-seeking resources and assistance from the OBU human resources (HR) department to try to help them attain new, gainful employment. Exiting employees wishing to access these services will work directly with HR staff to schedule appointments for assistance.

This policy encompasses the entirety of all terms under which severance payments will be made to exiting OBU employees. No OBU supervisors or administrators have the authority or ability to extend any additional or different terms or agreements outside of the terms specified in this policy for any reason or circumstance.

### **Worker's Compensation**

All employees are covered under the regulations of the State of Oklahoma covering Workers' Compensation. The University carries and pays the cost of Workers' Compensation Insurance. Detailed information may be obtained from the Human Resources Office.

### **OBU Benefit Plans**

Health insurance and Retirement begins on the first day of employment. All other benefits begin the first day of the month following date of employment.

### **Premium Payment Plan**

Under the premium payment plan eligible employees pay eligible premiums with pre- tax dollars by payroll reduction. Detailed information may be obtained from the Human Resources Office. Change of employment status (i.e. termination, resignation, etc.) that affect benefit plans requires the employee to decide on or before their last day of employment to pay premium payments in full. This will include withholding any balance owed from the last paycheck.

### **Medical/Dental/Vision Reimbursement Account (Flexible Spending Account-FSA)**

The Medical/Dental/Vision Reimbursement Account allows eligible employees to reduce their salary by an amount equal to the cost of planned health care expenses less the amount paid by medical programs in accordance with applicable laws. The salary reduction contributions are deposited into the reimbursement account on a pre-tax basis. After the employee incurs eligible expenses, a reimbursement may be requested. The payment received is tax free. Detailed information may be obtained from the Human Resources Office or the University's website.

### **Dependent Care Reimbursement Account (Flexible Spending Account-FSA)**

The Dependent Care Reimbursement Account allows eligible employees to reduce their salary by an amount equal to the anticipated cost of their work-related daycare expenses in accordance with applicable laws. The salary reduction contributions are deposited into the reimbursement account on a pre-tax basis. After the employee incurs eligible expenses, a reimbursement may be requested. The payment received is tax free. Detailed information may be obtained from the Human Resources Office or the University's website.

## **Insurance**

### **Medical Insurance**

The University shares the cost of major medical insurance for full-time employees. The employee's share of the premium is paid with pre-tax dollars through the Premium Payment Plan. Each qualifying employee receives insurance identification cards and materials which describe the benefits when coverage becomes effective. The medical insurance program is administered by the Human Resources Office. Information concerning coverage and enrollment is available on the University's website. Medical Insurance coverage begins the first day of employment.

### **Dental Insurance**

The University shares in the cost of dental insurance for full-time employees. The employee's share of the premium is paid with pre-tax dollars through the Premium Payment Plan. The insurance program is administered by the Human Resources Office. Information concerning coverage and enrollment is available on the University's website. Dental coverage begins the first day of the month following the date of hire.

### **Group Life and Accidental Death and Dismemberment**

The University provides, at no cost to full-time employees, group life and accidental death and dismemberment insurance equal to 1 times the employee's base wage. A detailed description and certificate of insurance for each plan is available to each employee. The master policies are held by the University and are on file in the Human Resources Office which administers the plans.

### **Long-term Disability Insurance**

Full-time employees of the University are provided long-term disability insurance. No benefits are paid during the first three months of disability. Coverage becomes effective after a 90-calendar day elimination period after the disability event.

## **Retirement Plan**

The University participates in 403(b)(9) retirement plans offered by GuideStone Financial Resources (GuideStone).

The Guidestone managed plan has been adopted by the agreement criteria known as the "Plan". The following information about the Plan is a summary of provisions. For more information, please see the

Plan Summary, housed in the Human Resources office.

Tax-sheltered or post-tax contributions and Roth elective deferrals are employee contributions permitted in the plan.

### **Eligibility**

Upon employment, a full-time or part-time employee is eligible to participate on a voluntary basis subject to limitations established under Internal Revenue Service regulations and the summary plan description as follows:

Employees are eligible to make tax sheltered contributions and/or Roth elective deferrals of more than \$200 (annually) upon employment. Student employees are not eligible to make Tax Sheltered Contributions and/or Roth Elective Deferrals.

Employees are eligible to receive employer contributions if employee:

- Normally works at least 20 hours per week
- Is not a student employee
- Does not elect to participate in another plan maintained by the employer
- Is not classified as seasonal or temporary employees or adjunct faculty

Employees are eligible to begin participation in the plan on the first day on which eligibility requirements are met.

### **Employer Contributions**

Employer's matching contributions (suspended in FY2021-22):

- OBU will match employee 403(b) contributions of 1 ½ % to 7 ½ % of the employee's monthly gross salary. The current matching contribution can be obtained by contacting the Human Resources or Payroll office.

Compensation is defined for purposes of retirement contributions as your W-2 wages that are taken into account for purposes of income tax withholding, and

- excludes reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, and welfare benefits
- includes employee's salary reduction contributions to certain plans or arrangements maintained by employer
- includes Minister's housing allowance only for non-highly compensated employees

### **Employee Contributions**

The retirement plan allows Roth elective deferrals and tax-sheltered or post-tax contributions.

Tax-sheltered or post-tax contributions and/or Roth elective deferrals are made by either an affirmative election or by automatic enrollment. Automatic enrollment and affirmative elections enter employees into a legally binding salary reduction agreement. Employees may change salary reduction agreements prior to the beginning of the time period specified by OBU.

### **Age 50 Catch-up Contributions**

Employees who have attained age 50 (or older) before the close of the plan year may be eligible to make age 50 catch-up contributions to the plan. Contact GuideStone representatives directly to find out more about this type of contribution and the requirements that must be met.

### **Vesting Period**

The amounts contributed by the University are vested to the employee according to the following vesting schedule:

- After year 1 of employment: 33%
- After year 2 of employment: 66%
- After year 3 of employment: 100%

### **Accelerated Vesting Age**

Notwithstanding the vesting provisions of the Plan, a participant will become fully vested in the event of death or disability, or upon attainment of age 55.

### **Automatic Enrollment**

The retirement plan applies the automatic enrollment provisions. Newly eligible employees who wish to not be automatically enrolled must opt out.

Those who do not opt out will be automatically enrolled and OBU will withhold 1.50% from each participant's compensation and will increase annually by 1.00%. This automatic enrollment will take place unless the employee makes an affirmative election. The automatic deferral percentage will not exceed 7.50%.

The automatic deferral percentage will increase annually based on/or as of years of service with OBU and on a specific anniversary date. The annual anniversary date is June 1.

Employees hired between March 1 and May 31 of each year will not be subject to the annual increase until June 1 following the year the participant is hired.

### **Education Benefit**

**This benefit is available to full-time employees, their spouse and their dependent (FAFSA definition) children who do not have a bachelor's degree.**

Oklahoma Baptist University provides certain education benefits for its employees to assist employees, their spouses and dependent children in obtaining a college education and/or acquiring college courses that enhance job performance. In order to receive this benefit, the student must be enrolled in an offered program that is eligible for tuition reduction, meet the admissions requirements for the undergraduate program, and meet the requirements for continuing enrollment. Eligible individuals may choose to decline the education benefit and accept other OBU scholarships. Education benefit recipients can only receive the benefit and cannot receive other OBU scholarships. The OBU programs eligible for the education benefit are subject to change, and information regarding eligible programs is available from the Student Financial Services office.

Full-time employees (working at least 28 hours per week) hired as of June 1, 2025, qualify for the

Education Benefit according to the following vesting schedule with no waiting period:

- Year 1: 75% tuition benefit (Effective the first semester following the date of hire)
- Year 2: 90% tuition benefit (Effective the first semester following the anniversary date)
- Year 3: 100% tuition benefit (Effective the first semester following the anniversary date)

Spouses and children of full-time employees are eligible according to the employee's employment date and the vesting schedule listed above. All full-time employees desiring to use the education benefit are encouraged to complete a FAFSA. For children of full-time employees, the benefit is limited to children who are FAFSA dependents only.

If the employment relationship ends during a semester, the Education Benefit for that semester will be prorated and the balance of the tuition cost of that semester will be the student's responsibility. Should a student who is receiving the Education Benefit be disqualified for the benefit because the parent is no longer employed by OBU, that student may apply for any OBU scholarships for which the student was eligible at the time the student first enrolled at OBU, effective at the beginning of the next semester.

### **Summary of benefits provided under this policy:**

#### **Undergraduate**

##### **Full-Time Employees**

Effective June 1, 2025, the Education Benefit covers up to 100% of undergraduate tuition (see the Education Benefit Vesting Schedule). The employee is responsible for all fees.

Employees are limited to **one (1)** course per semester during normal work hours (typically 8:00 a.m. to 5:00 p.m.). Employees who wish to take courses during their normal work hours must submit written requests to their immediate supervisors for approval before enrolling. Employees must demonstrate in the requests that their revised schedules will not disrupt their work or availability to the campus. They must also demonstrate that their revised schedules will not disrupt the work of their co-workers. The approved requests should be submitted by the respective supervisors to the Office of Human Resources. Hours missed for class will not be compensated.

Under this limitation, most employees will not be able to take mini-term or summer courses. If a supervisor and employee are agreeable to altering the workload of an employee on a temporary basis to enable that employee to take a mini-term or summer school course, they must utilize the Personnel Recommendation Form to secure approval through the established chain of command. This could result in a reduced workload, which would typically require a reduction in compensation.

Employees taking OBU courses outside of their normal work schedules need to submit written requests to their supervisors so that the supervisors can verify that the courses do not interfere with their work schedules. This would typically only apply to employees who work a night/weekend schedule.

Employees utilizing the OBU Education Benefit must meet criteria required for maintaining the benefit including an overall minimum grade point average as required by the University.

The education benefit for employees will be extended until the employee completes one bachelor's degree or up to 150 earned OBU credit hours, whichever comes first. Education benefits paid by

OBU cease at the time the employee earns a bachelor's degree whether or not the student (employee) has acquired 150 hours at OBU.

### **Spouses of Full-time Employee**

Eligibility for the Education Benefit for spouses is based on the Employee's employment date and covers up to 100% of undergraduate tuition as allowed by the vesting schedule noted for the employee in Section 12.7. The spouse is responsible for all fees.

For the purposes of this policy, a "spouse" is defined as the legally married husband or wife of an OBU employee and according to the tenets of the Baptist Faith and Message (see appendix A., page 61, Section XVIII). The education benefit for spouses will be extended until the spouse of the employee completes one degree or up to 150 earned OBU credit hours, whichever comes first. Education benefits paid by OBU cease at the time the spouse earns a bachelor's degree whether or not the student has acquired 150 hours at OBU.

### **Dependent (FAFSA) Children of Full-time Employees**

Eligibility for the Education Benefit for children is based on 1) the child(ren) meeting FAFSA dependent status, and 2) the Employee's employment date and covers up to 100% of undergraduate tuition as allowed by the vesting schedule noted for the employee in Section 12.7. The child(ren) is responsible for all fees.

For the purposes of this policy, a child is defined as a qualified OBU employee's legal child by birth, adoption or stepchild.

The **cost of tuition** is the maximum amount of funding that a student may receive when utilizing the OBU Education Benefit.

Children utilizing the OBU Education Benefit must meet criteria required for maintaining the benefit including an overall minimum grade point average as required by the University. Students who receive a disciplinary penalty from the University may lose their education benefit.

The education benefit for children of qualified employees will be extended until the child of the employee completes one degree or up to 150 earned OBU credit hours, whichever comes first and for as long as the parent remains a qualified full-time OBU employee. Education benefits paid by OBU cease at the time the child earns a bachelor's degree whether or not the student has acquired 150 hours at OBU.

Credit hours for which OBU has granted credit that are not counted against the 150-credit-hour cumulative total include: AP (Advanced Placement Exams) and IB (International Baccalaureate) taken in high school; CLEP (College Level Examination Program); AS (Advanced Standing Exams); and overload hours paid by the student. The student is required to pay all fees related to achieving these four types of credit.

Students do have the option to accept awards through other scholarship programs, such as a full-tuition Academic and/or Athletic Scholarship, or a combination of such other OBU-funded or administered gift aid for which a student qualifies in lieu of the tuition benefit. Should the student decide to accept scholarships through these other programs, the student is subject to the guidelines set forth for maintaining such scholarships.

It is important to note that while completion of the FAFSA is not required to use the employee education benefit, employees are encouraged to complete the FAFSA and submit it for the opportunity of qualifying for as much scholarship as possible regardless of source(s).

### **Concurrent Enrollment**

To qualify for the Education Benefit for concurrent enrollment, the student must be eligible for admission to the concurrent program at OBU. The program must be a concurrent program that qualifies for education benefit reduction, The student is responsible for all fees.

Hours earned through concurrent enrollment are counted as part of the 150- hour total provided for children as defined above in part 12.7.1.3 if the OBU Education Benefit is used.

### **Graduate Program**

The tuition benefit will be provided up to 50% of tuition in qualifying graduate programs for **full-time employees only**. There is a limited budgeted amount designated for eligible applicants and will be used on a first-come, first-served basis for each academic year. Under no circumstances will gift aid sources which OBU funds or administers exceed the cost of 50% tuition if any portion of the Employee Tuition Benefit is used for that term. A list of qualifying graduate programs may be obtained by contacting the office of Online, Nontraditional, and Graduate Education (ONGE) programs.

The tuition benefit is taxable to the extent it exceeds the IRS limit.

### **Full-time Employees**

After a graduate course minimum enrollment is met, full-time employees may apply for up to a 50% Education Benefit on graduate tuition charges. Applications will only be considered if the chosen program of study enhances performance of the duties of the employee's current position. The employee is responsible for the remaining tuition and fee costs.

Employees are limited to one (1) course per Graduate term during normal work hours (typically 8:00 a.m. to 5:00 p.m.). Employees who wish to take courses during their normal work hours must submit written requests to their immediate supervisors for approval before enrolling. Employees must demonstrate in the request that their revised schedules will not disrupt their work or availability to the campus. They must also demonstrate that their revised schedules will not disrupt the work of their co-workers. The approved requests should be submitted by the respective supervisors to the Office of Human Resources. Hours missed for class will not be compensated.

Employees taking courses outside of their normal work schedules need to submit written requests to their supervisors so that the supervisors can verify that the courses do not interfere with their work schedules.

### **Other Privileges**

The University provides a variety of privileges for employees. These include membership in the RAWC, admission to certain University concerts, general admission tickets to sporting events, use of the library, parking privileges, and the service of a notary.

Identification cards, available through the Office of the Dean of Students, are required to utilize many of

these privileges.

### **Benefits for Retired Employees**

The University provides a variety of privileges for retired employees. These include membership in the RAWC, use of the library, and the service of a notary.

### **Disclaimer**

OBU reserves the right to change, increase, decrease or eliminate any benefits at any time without notice.

## **SECTION 13 SALARY AND COMPENSATION PROVISIONS**

### **Starting Salaries and Wages**

Starting salaries and wages for new employees will be appropriate to the position requirements and in perspective with similar positions. Salaries and wages must be authorized by the appropriate member of the executive leadership team, the chief financial officer, and President.

### **Salary and Wage Increases**

Salary and wage increases, based on individual merit and availability of funds, are usually made at the beginning of the pay period following the anniversary month of the employee date of hire.

### **Pay Period for Employees**

All employees are paid semi-monthly, on the 8th and 23rd day of each month. If either pay date falls on a Saturday or Sunday, payroll will process on the Friday prior to the actual pay date.

For payroll purposes, the University work week commences at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday.

If the University decides to close for emergency reasons, employees regularly scheduled to work will be paid for the hours missed due to the cancellation or change of schedule.

### **Breaks**

The normal lunch/meal break is one hour, during which time is unpaid. Employees who work more than six hours a day are required to take a minimum meal break of 30 minutes off the clock. Two daily fifteen-minute breaks are optional privileges for all employees. Department heads and supervisors are charged with the responsibility of staggering break schedules so that offices will be adequately staffed at all times. Time required to go from the place of work to the break area and to return is included in the 15-minute period as paid time. Break time is not cumulative.

### **Recording Time**

Support Staff employees who work in positions classified as non-exempt/hourly as described by the U.S. Department of Labor, Fair Labor Standards Act (FLSA), are responsible for making an accurate time record using the time-collection-system as directed by their supervisor. Hourly support staff time worked is to be recorded daily. Arrival and departure times must be recorded as they occur using the employee portal or department time clock to punch in and out. Each day's work hours will be recorded in the University-provided time-keeping platform to be processed in payroll. Sick leave, vacation, and other paid leave will be requested in the University provided platform and approved by the supervisor.

Time records must be approved by the employee at the end of each pay period and their supervisor or a designated representative. Any adjustments or corrections to the time record must be approved by the

employee and the supervisor before payment is made. Repeated failure to complete, approve, and submit time records may result in delayed payment or disciplinary action.

### **Overtime**

Only employees who have obtained supervisor approval prior to working in excess of forty (40) hours between 12:00 a.m. on Sunday and 11:59 p.m. on Saturday are eligible for overtime compensation. Support staff employees who work in excess of 40 hours in a work-week (see Section 13.3) will be paid overtime at a rate of 1½ times their regular rate of pay for hours worked. All overtime work must be specifically approved by the employee's supervisor **prior to the actual work**.

Direct supervisors may approve up to five (5) hours of overtime for a week. Anytime that an employee works overtime for three or more weeks in a row, the appropriate Executive Leader must also approve the overtime hours prior to payroll processing.

### **Appointment of Administrative Personnel**

All executive officers, administrative officers, and administrative personnel are appointed by the President in consultation with those administrators to whom the employee will report.

The precise terms and conditions of appointment will be approved by the President and stated in the original offer of employment.

The President will screen prospective candidates for executive officer positions. The President will appoint a search committee to assist in the screening process of all executive officer positions.

### **Definition of Administrator**

An administrator of Oklahoma Baptist University is defined as an employee tasked to assist in the management of the administrative operation of the university. Administrators are exempt from wage and hour provisions of the Fair Labor Standards Act.

Office hours for administrators are normally 8:00 A.M. to 5:00 P.M. The University recognizes that administrative duties will sometimes require extended time or time spent in off-campus activities. It is the responsibility of the administrator to schedule in such a way that both on-campus and off-campus responsibilities can be fulfilled adequately within a reasonable amount of time within the work week. When an administrator is off campus, the appropriate supervisor should know where their can be reached in case of an emergency.

The appropriate supervisor is to be notified when an administrator cannot report to work due to illness, death in the family, or other similar conflicts.

### **Emergency Call-In Pay**

Support Staff and non-exempt/hourly employees called back to work after they have left work following their scheduled work period, or during their scheduled day off, will be paid the equivalent of 2 hours pay at the regular rate or the applicable hours worked, whichever is greater. This does not apply if employees were previously scheduled to report early for their regular shift. If an employee is scheduled, prior to their leaving for the day, to return to work later that same day, all time worked will be considered an extension of that workday and the employee will not be eligible for emergency call-in pay.

### **Reporting Absences**

The University recognizes that there are occasions when an absence from work cannot be avoided or

when an employee may be late for work due to unforeseen circumstances. In these instances, the employee should personally contact their supervisor as early as possible concerning the reason for the absence and the expected date of return. If the supervisor is unavailable, the employee should contact the Human Resources Office. The employee should not leave a message with, or send a message by, another employee. Any absence up to three (3) consecutive days without contacting the University will be considered a voluntary resignation. Supervisors may require a physician's note attesting to the need for time off for sick leave for any period of time requested.

### **Payroll Advances**

Advances on pay will not be authorized.

### **Dues and Membership Payments**

The University will pay only those dues and membership fees which are for the institution or which will provide needed publications, books or other instruction-related data associated with membership in an organization. No personal dues or fees will be paid unless these requirements are met.

All requests for approval of University payment of dues and membership fees must be approved by the appropriate budget director and included in the departmental budget.

## **SECTION 14 DISPUTE RESOLUTION AND FORMAL GRIEVANCES**

### **Dispute Resolution and Formal Grievances**

The University recognizes that problems involving employer-employee relations will arise from time to time. It is in the best interest of both the University and the employee to resolve these matters as quickly as possible and at the lowest possible level. In order that employees may be assured fair consideration, the University has established a dispute resolution/ grievance and complaint process for the impartial review of complaints, including appeals to higher levels of authority. The person making a complaint is called the "complainant" and the party named in the complaint is the "respondent." All dispute resolution and formal grievance processes are confidential and private. No party engaged in any of the procedures described herein shall disclose or discuss information related to a dispute or grievance with any individuals outside of the prescribed process. Any such disclosure, except where required by law, shall be grounds for disciplinary action.

### **Dispute Resolution**

This policy regarding dispute resolution applies to every employee of the University including Faculty, Administrators, and Support Staff. OBU encourages employees to seek to resolve a problem by first informally discussing the complaint directly with the individual they have the problem with. The employee may request that the Director of Human Resources be a part of that conversation if they are not comfortable approaching the individual on their own. This represents the first step in Dispute Resolution. If the matter is not resolved to the employee's satisfaction with informal dispute resolution, the employee may begin the formal grievance or complaint procedure with the Director of Human Resources by submitting the complaint in writing to the Director of Human Resources for further consideration. Timelines for this formal process are specified below but may be extended by the Director of Human Resources when an extension is deemed to be warranted.

### **Grievance Process**

The grievance or complaint procedure applies only to matters as follows:

- An alleged violation of a right perceived to be held by the employee.

- A complaint of illegal discrimination which has been made as provided in this Handbook, but which has not been resolved to the employee's satisfaction.
- An allegation that a decision concerning the employee has been made based upon incorrect or incomplete factual information.

### **Grievance Coordinator, the OBU Director of Human Resources**

The Grievance Coordinator for OBU is the Director of Human Resources. In all grievance or complaint procedures, the Director of Human Resources shall:

- Provide information about the grievance and complaint procedure.
- Assist in seeking resolution of an alleged complaint through normal institutional channels prior to commencement of the grievance process.
- The Director of Human Resources serves as a resource for all parties and shall not act as an advocate but shall be available to advise parties about proper procedure to ensure a comprehensive and orderly resolution of a complaint.
- Coordinate scheduling for all grievance meetings and processes and maintain appropriate records throughout the grievance procedure.

### **Advisors**

Once the formal written complaint is submitted, the complainant may choose a singular advisor to walk through the process with them. An advisor is a qualified individual who works at the university chosen by a Complainant or a Respondent to support them in the complaint or grievance process. The role of the advisor is not to represent a party in the complaint or grievance process, but to assist the parties in formulating their questions, objections, statements, or arguments throughout the process. The advisor will strictly be present in the process to provide direct support for the parties and will not have the ability to act on behalf of the parties or influence the process itself.

Advisors will not have the ability to bring additional complaints or grievances that stem from their participation in the process. Qualified advisors must be an employee of the university and cannot be anyone directly in the line of supervision of either the complainant or respondent(s) in the matter. An advisor must be approved by the Grievance Coordinator prior to participation in the process or having any confidential information made available to them by the complainant. If one party has an Advisor but the other does not, the University shall inform the party who does not have an Advisor that they have the right to select a peer to serve as an Advisor of their choice from the University's staff.

### **Filing a Complaint**

Any OBU employee with a grievance or complaint must file a written account of said matter, including any questions they want answered by the respondent, and the desired outcome with the Director of Human Resources no later than other specified timelines or 30 calendar days following the date of the event or discovery of the action that caused the complaint. If the 30th day falls on a Saturday, Sunday, or holiday, the next working day shall be the deadline for filing with the Director of Human Resources.

### **Response**

The Director of Human Resources shall promptly send copies of the written grievance or complaint to the respondent. Within 7 calendar days after receiving the complaint, the respondent shall submit a written answer to the Director of Human Resources

### **Mediation**

Upon receiving the response to the complaint, the Director of Human Resources will initiate a meeting to discuss possible means of informal resolution and schedule a mediation. The Director of Human Resources will conduct the mediation to try to foster communication and understanding among the various parties involved without further intervention.

### **Evidence Collection**

In the event that mediation does not provide a resolution satisfactory to both parties, evidence on the matter will be gathered based upon the written complaint and response. The Director of Human Resources will obtain statements from all named witnesses and any appropriate subject matter experts (such as faculty in cases involving academic freedom) and create a written summary to include for review.

### **Review**

Once all of the evidence is collected, and within 45 calendar days of receiving the respondents' answer, the Director of Human Resources will provide a written copy of the complaint, response, and evidence collected to the appropriate Executive administrator for a formal review. Should the Executive Cabinet member also be a named party in the complaint, an alternate Executive Cabinet member will be appointed by the Director of Human Resources to review the matter

The Executive Cabinet member will have 15 calendar days to complete a review of the complaint materials. The Cabinet member has the authority to call and hold meetings with any of the parties or witnesses involved in the complaint or appropriate subject matter experts, but they are not required to meet with anyone should the written documentation provide sufficient information to render a decision.

The Executive Cabinet member shall prepare a written report of its findings and recommendations within 15 days of receipt of the material unless they are granted an extension of time by the Director of Human Resources. The report shall be sent to:       The Director of Human Resources

The Director of Human Resources will then communicate the findings to the following:

- The Complainant
- The Respondent
- The appropriate Department Manager

### **Appeal to the President**

The complainant or the respondent may appeal the ruling to the President of the University by notifying the Director of Human Resources in writing within 10 calendar days of receipt of the Executive Cabinet member's findings. The Director of Human Resources will then present all of the existing Grievance materials to the President for a final determination of the complaint.

The President shall:

- Review the written case and contact any parties to the matter that they wish to question with regards to that material.
- Render a written decision within 15 calendar days of receiving the appeal unless granted an extension of time by the Director of Human Resources.
- Communicate their decision to the Director of Human Resources.

The Director of Human Resources shall make a record of whatever disposition is made by the President and distribute it to the Complainant, the Respondent, and the Department Manager.

All decisions issued by the President as the hiring authority of the University with regards to grievances or complaints are final. No decision rendered by the President may be appealed or overturned by any party for any reason.

### **Grievance File**

The file on each grievance will be maintained in the Human Resources Office for at least 2 years. Such a file will be open to the complainant and will be used only for the specific grievance it involves. The grievance will only become part of an employee's personnel file when deemed appropriate by the Director of Human Resources.

## **SECTION 15 UNIVERSITY SERVICE**

### **Oklahoma Baptist University Commitment to Excellence**

In 1974, the Oklahoma Baptist University Faculty, Administration, and Trustees adopted the Oklahoma Baptist University Commitment to Excellence, which provides a definition for and vision of institutional excellence.

The following Criteria for Excellence in University Administration has been adopted from the Commitment to Excellence and applied to the duties of the University administrators:

**Administrative Ability:** Knowledge of the area of expertise: an administrator should both have and continue to gain knowledge of their administrative field. They should read literature related to the area of expertise, attend professional meetings and seminars, and in other ways keep abreast of the latest knowledge related to the area of responsibility.

**Communication:** An effective administrator will communicate ideas and instruction clearly to those supervised, to administrative colleagues, to supervisors, to members of the faculty, to students, and other members of the University community. Instruction to those supervised will be set forth clearly so that each member of the administrative unit knows what is expected and whether or not those expectations are being met. Reports to supervisors will be clear and concise. When called upon to communicate with members of the constituency, they will attempt to represent the University fairly and honestly. They will work to enhance communications between the administrative unit and others in the University community.

**Organization and planning:** An effective administrator will develop organizational skills and use them to lead the administrative unit toward thorough and efficient fulfillment of its responsibilities. They will plan personal and unit activities in such a way that assigned tasks are completed within the appropriate time frame. They will manage the expenditures for the administrative unit in a way that serves well the interests of the program and of the University as a whole. They will direct the unit in productive long-range planning to help the University meet its goals and thus fulfill its mission.

**Self-criticism and improvement:** The effective administrator will continually work to improve himself/herself. They will explore new methods and experiment with new ideas which might benefit the area. They will seek information to assess the effectiveness of their leadership.

**Interest in the students:** An effective administrator realizes that the primary purpose of the University is

to educate students. In dealing with students, the administrator will be fair and helpful. When a student requires guidance, the administrator will provide guidance in a manner that is benevolent and humane. When the administrator is not empowered to help a student who seeks advice, the student will be directed toward those who can satisfactorily consider and address the student's concerns.

**The life of the mind:** An effective administrator will recognize their responsibilities as one who is a leader in an academic community. They will foster intellectual interests broader than their own discipline; they will cultivate an appreciation for literature and the arts; they will have a vital concern for contemporary social issues; they will try to be aware of developments outside of personal professional interests.

**Service to the University:** The administrator has an obligation to promote the general welfare of the University. When asked to serve on committees, they shall consider these tasks an essential part of professional duties. They will seek to enhance the development of the whole institution as well as their unit.

**Christian faith and professional life:** The administrator at Oklahoma Baptist University will perceive the relevance of the Christian faith to personal and professional life. They will be concerned about issues of faith, particularly those which bear upon the processes of liberal arts education. They will seek to practice the Christian virtues in relationships with those whom they work and with others in the University community. They will appreciate the obligation of stewardship in their vocation. They will carry on their work in a manner that preserves personal and professional integrity.

### **University and Ad Hoc Committee Assignments**

Administrators are frequently appointed to committees. The administrator shall consider committee service an important responsibility and shall participate in the work of the committee.

### **Chapel Attendance**

Administrators are encouraged to attend weekly chapel/assembly programs as schedules permit.

### **University Forum**

All University employees are expected to attend meetings of the University Forum which are called by the President each semester.

### **Board of Trustees**

All University employees are expected to attend meetings of the University Board of Trustees updates, which are called by the President following each Board of Trustee meeting.

### **Commencement, Convocation and Other Formal Academic Occasions**

Administrators are encouraged, and may be required, to attend University Commencement, Convocation, and other formal academic occasions. Academic administrators and executive officers may be expected to wear academic regalia.

## **Appendix A - The Baptist Faith & Message as adopted by the Baptist General of Oklahoma**

### **I. The Scriptures**

The Holy Bible was written by men divinely inspired and is God's revelation of Himself to man. It is a perfect treasure of divine instruction. It has God for its author, salvation for its end, and truth, without any mixture of error, for its matter. Therefore, all Scripture is totally true and trustworthy. It reveals the principles by which God judges us, and therefore is, and will remain to the end of the world, the true center of Christian union, and the supreme standard by which all human conduct, creeds, and religious opinions should be tried. All Scripture is a testimony to Christ, who is Himself the focus of divine revelation.

[Exodus 24:4](#); [Deuteronomy 4:1-2](#); [17:19](#); [Joshua 8:34](#); [Psalms 19:7-10](#); [119:11,89,105,140](#); [Isaiah 34:16](#); [40:8](#); [Jeremiah 15:16](#); [36:1-32](#); [Matthew 5:17-18](#); [22:29](#);

[Luke 21:33](#); [24:44-46](#); [John 5:39](#); [16:13-15](#); [17:17](#); [Acts 2:16ff.](#); [17:11](#); [Romans 15:4](#); [16:25-26](#); [2 Timothy 3:15-17](#); [Hebrews 1:1-2](#); [4:12](#); [1 Peter 1:25](#); [2 Peter 1:19-21](#).

### **II. God**

There is one and only one living and true God. He is an intelligent, spiritual, and personal Being, the Creator, Redeemer, Preserver, and Ruler of the universe. God is infinite in holiness and all other perfections. God is all powerful and all knowing; and His perfect knowledge extends to all things, past, present, and future, including the future decisions of His free creatures. To Him we owe the highest love, reverence, and obedience. The eternal triune God reveals Himself to us as Father, Son, and Holy Spirit, with distinct personal attributes, but without division of nature, essence, or being.

#### **A. God the Father**

God as Father reigns with providential care over His universe, His creatures, and the flow of the stream of human history according to the purposes of His grace. He is all powerful, all knowing, all loving, and all wise. God is Father in truth to those who become children of God through faith in Jesus Christ. He is fatherly in His attitude toward all men.

[Genesis 1:1](#); [2:7](#); [Exodus 3:14](#); [6:2-3](#); [15:11ff.](#); [20:1ff.](#); [Leviticus 22:2](#); [Deuteronomy 6:4](#); [32:6](#); [1 Chronicles 29:10](#); [Psalm 19:1-3](#); [Isaiah 43:3,15](#); [64:8](#); [Jeremiah 10:10](#); [17:13](#); [Matthew 6:9ff.](#); [7:11](#); [23:9](#); [28:19](#); [Mark 1:9-11](#); [John 4:24](#); [5:26](#); [14:6-13](#); [17:1-8](#); [Acts](#)

[1:7](#); [Romans 8:14-15](#); [1 Corinthians 8:6](#); [Galatians 4:6](#); [Ephesians 4:6](#); [Colossians 1:15](#); [1 Timothy 1:17](#); [Hebrews 11:6](#); [12:9](#); [1 Peter 1:17](#); [1 John 5:7](#).

#### **B. God the Son**

Christ is the eternal Son of God. In His incarnation as Jesus Christ He was conceived of the Holy Spirit and born of the virgin Mary. Jesus perfectly revealed and did the will of God, taking upon Himself human nature with its demands and necessities and identifying Himself completely with mankind yet without sin. He honored the divine law by His personal obedience, and in His substitutionary death on the cross He

made provision for the redemption of men from sin. He was raised from the dead with a glorified body and appeared to His disciples as the person who was with them before His crucifixion. He ascended into heaven and is now exalted at the right hand of God where He is the One Mediator, fully God, fully

man, in whose Person is effected the reconciliation between God and man. He will return in power and glory to judge the world and to consummate His redemptive mission. He now dwells in all believers as the living and ever present Lord.

[Genesis 18:1ff.](#); [Psalms 2:7ff.](#); [110:1ff.](#); [Isaiah 7:14](#); [Isaiah 53:1-12](#); [Matthew 1:18-23](#); [3:17](#); [8:29](#); [11:27](#); [14:33](#); [16:16,27](#); [17:5](#); [27](#); [28:1-6,19](#); [Mark 1:1](#); [3:11](#); [Luke 1:35](#); [4:41](#);

[22:70](#); [24:46](#); [John 1:1-18,29](#); [10:30,38](#); [11:25-27](#); [12:44-50](#); [14:7-11](#); [16:15-16,28](#); [17:1-](#)

[5](#); [21-22](#); [20:1-20,28](#); [Acts 1:9](#); [2:22-24](#); [7:55-56](#); [9:4-5,20](#); [Romans 1:3-4](#); [3:23-26](#); [5:6-](#)

[21](#); [8:1-3,34](#); [10:4](#); [1 Corinthians 1:30](#); [2:2](#); [8:6](#); [15:1-8,24-28](#); [2 Corinthians 5:19-21](#); [8:9](#);

[Galatians 4:4-5](#); [Ephesians 1:20](#); [3:11](#); [4:7-10](#); [Philippians 2:5-11](#); [Colossians 1:13-22](#); [2:9](#); [1 Thessalonians 4:14-18](#); [1 Timothy 2:5-6](#); [3:16](#); [Titus 2:13-14](#); [Hebrews 1:1-3](#); [4:14-15](#); [7:14-28](#); [9:12-15,24-28](#); [12:2](#); [13:8](#); [1 Peter 2:21-25](#); [3:22](#); [1 John 1:7-9](#); [3:2](#); [4:14-15](#);

[5:9](#); [2 John 7-9](#); [Revelation 1:13-16](#); [5:9-14](#); [12:10-11](#); [13:8](#); [19:16](#).

### **C. God the Holy Spirit**

The Holy Spirit is the Spirit of God, fully divine. He inspired holy men of old to write the Scriptures. Through illumination He enables men to understand truth. He exalts Christ. He convicts men of sin, of righteousness, and of judgment. He calls men to the Savior, and effects regeneration. At the moment of regeneration He baptizes every believer into the Body of Christ. He cultivates Christian character, comforts believers, and bestows the spiritual gifts by which they serve God through His church. He seals the believer unto the day of final redemption. His presence in the Christian is the guarantee that God will bring the believer into the fullness of the stature of Christ. He enlightens and empowers the believer and the church in worship, evangelism, and service.

[Genesis 1:2](#); [Judges 14:6](#); [Job 26:13](#); [Psalms 51:11](#); [139:7ff.](#); [Isaiah 61:1-3](#); [Joel 2:28-32](#); [Matthew 1:18](#); [3:16](#); [4:1](#); [12:28-32](#); [28:19](#); [Mark 1:10,12](#); [Luke 1:35](#); [4:1,18-19](#); [11:13](#);

[12:12](#); [24:49](#); [John 4:24](#); [14:16-17,26](#); [15:26](#); [16:7-14](#); [Acts 1:8](#); [2:1-4,38](#); [4:31](#); [5:3](#); [6:3](#);

[7:55](#); [8:17,39](#); [10:44](#); [13:2](#); [15:28](#); [16:6](#); [19:1-6](#); [Romans 8:9-11,14-16,26-27](#); [1](#)

[Corinthians 2:10-14](#); [3:16](#); [12:3-11,13](#); [Galatians 4:6](#); [Ephesians 1:13-14](#); [4:30](#); [5:18](#); [1 Thessalonians 5:19](#); [1 Timothy 3:16](#); [4:1](#); [2 Timothy 1:14](#); [3:16](#); [Hebrews 9:8,14](#); [2 Peter 1:21](#); [1 John 4:13](#); [5:6-7](#); [Revelation 1:10](#); [22:17](#).

### **III. Man**

Man is the special creation of God, made in His own image. He created them male and female as the crowning work of His creation. The gift of gender is thus part of the goodness of God's creation. In the

beginning man was innocent of sin and was endowed by his Creator with freedom of choice. By his free choice man sinned against God and brought sin into the human race. Through the temptation of Satan man transgressed the command of God, and fell from his original innocence whereby his posterity inherit a nature and an environment inclined toward sin. Therefore, as soon as they are capable of moral action, they become transgressors and are under condemnation. Only the grace of God can bring man into His holy fellowship and enable man to fulfill the creative purpose of God. The sacredness of human personality is evident in that God created man in His own image, and in that Christ died for man; therefore, every person of every race possesses full dignity and is worthy of respect and Christian love.

[Genesis 1:26-30; 2:5,7,18-22; 3; 9:6; Psalms 1; 8:3-6; 32:1-5; 51:5; Isaiah 6:5; Jeremiah 17:5; Matthew 16:26; Acts 17:26-31; Romans 1:19-32; 3:10-18,23; 5:6,12,19; 6:6; 7:14-25; 8:14-18,29; 1 Corinthians 1:21-31; 15:19,21-22; Ephesians 2:1-22; Colossians 1:21-22; 3:9-11.](#)

#### **IV. Salvation**

Salvation involves the redemption of the whole man, and is offered freely to all who accept Jesus Christ as Lord and Savior, who by His own blood obtained eternal redemption for the believer. In its broadest sense salvation includes regeneration, justification, sanctification, and glorification. There is no salvation apart from personal faith in Jesus Christ as Lord.

A. Regeneration, or the new birth, is a work of God's grace whereby believers become new creatures in Christ Jesus. It is a change of heart wrought by the Holy Spirit through conviction of sin, to which the sinner responds in repentance toward God and faith in the Lord Jesus Christ. Repentance and faith are inseparable experiences of grace.

Repentance is a genuine turning from sin toward God. Faith is the acceptance of Jesus Christ and commitment of the entire personality to Him as Lord and Savior.

B. Justification is God's gracious and full acquittal upon principles of His righteousness of all sinners who repent and believe in Christ. Justification brings the believer unto a relationship of peace and favor with God.

C. Sanctification is the experience, beginning in regeneration, by which the believer is set apart to God's purposes, and is enabled to progress toward moral and spiritual maturity through the presence and power of the Holy Spirit dwelling in him. Growth in grace should continue throughout the regenerate person's life.

D. Glorification is the culmination of salvation and is the final blessed and abiding state of the redeemed.

[Genesis 3:15; Exodus 3:14-17; 6:2-8; Matthew 1:21; 4:17; 16:21-26; 27:22-28:6; Luke 1:68-69; 2:28-32; John 1:11-14,29; 3:3-21,36; 5:24; 10:9,28-29; 15:1-16; 17:17; Acts 2:21; 4:12; 15:11; 16:30-31; 17:30-31; 20:32; Romans 1:16-18; 2:4; 3:23-25; 4:3ff.; 5:8-](#)

[10; 6:1-23; 8:1-18,29-39; 10:9-10,13; 13:11-14; 1 Corinthians 1:18,30; 6:19-20; 15:10;](#)

[2 Corinthians 5:17-20; Galatians 2:20; 3:13; 5:22-25; 6:15; Ephesians 1:7; 2:8-22; 4:11-16; Philippians 2:12-13; Colossians 1:9-22; 3:1ff.; 1 Thessalonians 5:23-24; 2 Timothy 1:12; Titus 2:11-14; Hebrews 2:1-3; 5:8-9; 9:24-28; 11:1-12:8,14; James 2:14-26; 1 Peter 1:2-23; 1 John 1:6-2:11; Revelation 3:20; 21:1-22:5.](#)

## **V. God's Purpose of Grace**

Election is the gracious purpose of God, according to which He regenerates, justifies, sanctifies, and glorifies sinners. It is consistent with the free agency of man, and comprehends all the means in connection with the end. It is the glorious display of God's sovereign goodness, and is infinitely wise, holy, and unchangeable. It excludes boasting and promotes humility.

All true believers endure to the end. Those whom God has accepted in Christ, and sanctified by His Spirit, will never fall away from the state of grace, but shall persevere to the end. Believers may fall into sin through neglect and temptation, whereby they grieve the Spirit, impair their graces and comforts, and bring reproach on the cause of Christ and temporal judgments on themselves; yet they shall be kept by the power of God through faith unto salvation.

[Genesis 12:1-3; Exodus 19:5-8; 1 Samuel 8:4-7,19-22; Isaiah 5:1-7; Jeremiah 31:31ff.; Matthew 16:18-19; 21:28-45; 24:22,31; 25:34; Luke 1:68-79; 2:29-32; 19:41-44; 24:44-](#)

[48; John 1:12-14; 3:16; 5:24; 6:44-45,65; 10:27-29; 15:16; 17:6,12,17-18; Acts 20:32;](#)

[Romans 5:9-10; 8:28-39; 10:12-15; 11:5-7,26-36; 1 Corinthians 1:1-2; 15:24-28;](#)

[Ephesians 1:4-23; 2:1-10; 3:1-11; Colossians 1:12-14; 2 Thessalonians 2:13-14; 2 Timothy 1:12; 2:10,19; Hebrews 11:39-12:2; James 1:12; 1 Peter 1:2-5,13; 2:4-10; 1 John 1:7-9;](#)

[2:19; 3:2.](#)

## **VI. The Church**

A New Testament church of the Lord Jesus Christ is an autonomous local congregation of baptized believers, associated by covenant in the faith and fellowship of the gospel; observing the two ordinances of Christ, governed by His laws, exercising the gifts, rights, and privileges invested in them by His Word, and seeking to extend the gospel to the ends of the earth. Each congregation operates under the Lordship of Christ through democratic processes. In such a congregation each member is responsible and accountable to Christ as Lord. Its scriptural officers are pastors and deacons. While both men and women are gifted for service in the church, the office of pastor is limited to men as qualified by scripture.

The New Testament speaks also of the church as the Body of Christ which includes all of the redeemed of all the ages, believers from every tribe, and tongue, and people, and nation.

[Matthew 16:15-19; 18:15-20; Acts 2:41-42,47; 5:11-14; 6:3-6; 13:1-3; 14:23,27; 15:1-](#)

[30; 16:5; 20:28; Romans 1:7; 1 Corinthians 1:2; 3:16; 5:4-5; 7:17; 9:13-14; 12; Ephesians](#)

[1:22-23](#); [2:19-22](#); [3:8-11,21](#); [5:22-32](#); [Philippians 1:1](#); [Colossians 1:18](#); [1 Timothy 2:9-14](#);

[3:1-15](#); [4:14](#); [Hebrews 11:39-40](#); [1 Peter 5:1-4](#); [Revelation 2-3](#); [21:2-3](#).

## **VII. Baptism and the Lord's Supper**

Christian baptism is the immersion of a believer in water in the name of the Father, the Son, and the Holy Spirit. It is an act of obedience symbolizing the believer's faith in a crucified, buried, and risen Savior, the believer's death to sin, the burial of the old life, and the resurrection to walk in newness of life in Christ Jesus. It is a testimony to his faith in the final resurrection of the dead. Being a church ordinance, it is prerequisite to the privileges of church membership and to the Lord's Supper.

The Lord's Supper is a symbolic act of obedience whereby members of the church, through partaking of the bread and the fruit of the vine, memorialize the death of the Redeemer and anticipate His second coming.

[Matthew 3:13-17](#); [26:26-30](#); [28:19-20](#); [Mark 1:9-11](#); [14:22-26](#); [Luke 3:21-22](#); [22:19-20](#); [John 3:23](#); [Acts 2:41-42](#); [8:35-39](#); [16:30-33](#); [20:7](#); [Romans 6:3-5](#); [1 Corinthians 10:16,21](#);

[11:23-29](#); [Colossians 2:12](#).

## **VIII. The Lord's Day**

The first day of the week is the Lord's Day. It is a Christian institution for regular observance. It commemorates the resurrection of Christ from the dead and should include exercises of worship and spiritual devotion, both public and private. Activities on the Lord's Day should be commensurate with the Christian's conscience under the Lordship of Jesus Christ.

[Exodus 20:8-11](#); [Matthew 12:1-12](#); [28:1ff](#); [Mark 2:27-28](#); [16:1-7](#); [Luke 24:1-3,33-36](#); [John](#)

[4:21-24](#); [20:1,19-28](#); [Acts 20:7](#); [Romans 14:5-10](#); [1 Corinthians 16:1-2](#); [Colossians 2:16](#); [3:16](#); [Revelation 1:10](#).

## **IX. The Kingdom**

The Kingdom of God includes both His general sovereignty over the universe and His particular kingship over men who willfully acknowledge Him as King. Particularly the Kingdom is the realm of salvation into which men enter by trustful, childlike commitment to Jesus Christ. Christians ought to pray and to labor that the Kingdom may come and God's will be done on earth. The full consummation of the Kingdom awaits the return of Jesus Christ and the end of this age.

[Genesis 1:1](#); [Isaiah 9:6-7](#); [Jeremiah 23:5-6](#); [Matthew 3:2](#); [4:8-10,23](#); [12:25-28](#); [13:1-52](#); [25:31-46](#); [26:29](#); [Mark 1:14-15](#); [9:1](#); [Luke 4:43](#); [8:1](#); [9:2](#); [12:31-32](#); [17:20-21](#); [23:42](#); [John](#)

[3:3](#); [18:36](#); [Acts 1:6-7](#); [17:22-31](#); [Romans 5:17](#); [8:19](#); [1 Corinthians 15:24-28](#); [Colossians](#)

[1:13](#); [Hebrews 11:10,16](#); [12:28](#); [1 Peter 2:4-10](#); [4:13](#); [Revelation 1:6,9](#); [5:10](#); [11:15](#); [21-](#)

[22](#).

## **X. Last Things**

God, in His own time and in His own way, will bring the world to its appropriate end. According to His promise, Jesus Christ will return personally and visibly in glory to the earth; the dead will be raised; and Christ will judge all men in righteousness. The unrighteous will be consigned to Hell, the place of everlasting punishment. The righteous in their resurrected and glorified bodies will receive their reward and will dwell forever in Heaven with the Lord.

[Isaiah 2:4; 11:9; Matthew 16:27; 18:8-9; 19:28; 24:27,30,36,44; 25:31-46; 26:64; Mark](#)

[8:38; 9:43-48; Luke 12:40,48; 16:19-26; 17:22-37; 21:27-28; John 14:1-3; Acts 1:11;](#)

[17:31; Romans 14:10; 1 Corinthians 4:5; 15:24-28,35-58; 2 Corinthians 5:10; Philippians 3:20-21; Colossians 1:5; 3:4; 1 Thessalonians 4:14-18; 5:1ff.; 2 Thessalonians 1:7ff.; 2; 1 Timothy 6:14; 2 Timothy 4:1,8; Titus 2:13; Hebrews 9:27-28; James 5:8; 2 Peter 3:7ff.; 1 John 2:28; 3:2; Jude 14; Revelation 1:18; 3:11; 20:1-22:13.](#)

## **XI. Evangelism and Missions**

It is the duty and privilege of every follower of Christ and of every church of the Lord Jesus Christ to endeavor to make disciples of all nations. The new birth of man's spirit by God's Holy Spirit means the birth of love for others. Missionary effort on the part of all rests thus upon a spiritual necessity of the regenerate life, and is expressly and repeatedly commanded in the teachings of Christ. The Lord Jesus Christ has commanded the preaching of the gospel to all nations. It is the duty of every child of God to seek constantly to win the lost to Christ by verbal witness undergirded by a Christian lifestyle, and by other methods in harmony with the gospel of Christ.

[Genesis 12:1-3; Exodus 19:5-6; Isaiah 6:1-8; Matthew 9:37-38; 10:5-15; 13:18-30, 37-43; 16:19; 22:9-10; 24:14; 28:18-20; Luke 10:1-18; 24:46-53; John 14:11-12; 15:7-8,16;](#)

[17:15; 20:21; Acts 1:8; 2; 8:26-40; 10:42-48; 13:2-3; Romans 10:13-15; Ephesians 3:1-](#)

[11; 1 Thessalonians 1:8; 2 Timothy 4:5; Hebrews 2:1-3; 11:39-12:2; 1 Peter 2:4-10; Revelation 22:17.](#)

## **XII. Education**

Christianity is the faith of enlightenment and intelligence. In Jesus Christ abide all the treasures of wisdom and knowledge. All sound learning is, therefore, a part of our Christian heritage. The new birth opens all human faculties and creates a thirst for knowledge. Moreover, the cause of education in the Kingdom of Christ is co-ordinate with the causes of missions and general benevolence, and should receive along with these the liberal support of the churches. An adequate system of Christian education is necessary to a complete spiritual program for Christ's people.

In Christian education there should be a proper balance between academic freedom and academic responsibility. Freedom in any orderly relationship of human life is always limited and never absolute. The freedom of a teacher in a Christian school, college, or seminary is limited by the pre-eminence of Jesus Christ, by the authoritative nature of the Scriptures, and by the distinct purpose for which the school exists.

[Deuteronomy 4:1,5,9,14; 6:1-10; 31:12-13; Nehemiah 8:1-8; Job 28:28; Psalms 19:7ff.; 119:11; Proverbs 3:13ff.; 4:1-10; 8:1-7,11; 15:14; Ecclesiastes 7:19; Matthew 5:2; 7:24ff.; 28:19-20; Luke 2:40; 1 Corinthians 1:18-31; Ephesians 4:11-16; Philippians 4:8; Colossians 2:3,8-9; 1 Timothy 1:3-7; 2 Timothy 2:15; 3:14-17; Hebrews 5:12-6:3; James 1:5; 3:17.](#)

### **XIII. Stewardship**

God is the source of all blessings, temporal and spiritual; all that we have and are we owe to Him. Christians have a spiritual debtorship to the whole world, a holy trusteeship in the gospel, and a binding stewardship in their possessions. They are therefore under obligation to serve Him with their time, talents, and material possessions; and should recognize all these as entrusted to them to use for the glory of God and for helping others. According to the Scriptures, Christians should contribute of their means cheerfully, regularly, systematically, proportionately, and liberally for the advancement of the Redeemer's cause on earth.

[Genesis 14:20; Leviticus 27:30-32; Deuteronomy 8:18; Malachi 3:8-12; Matthew 6:1-4,19-21; 19:21; 23:23; 25:14-29; Luke 12:16-21,42; 16:1-13; Acts 2:44-47; 5:1-11; 17:24-25;](#)

[20:35; Romans 6:6-22; 12:1-2; 1 Corinthians 4:1-2; 6:19-20; 12; 16:1-4; 2 Corinthians 8-9; 12:15; Philippians 4:10-19; 1 Peter 1:18-19.](#)

### **XIV. Cooperation**

Christ's people should, as occasion requires, organize such associations and conventions as may best secure cooperation for the great objects of the Kingdom of God. Such organizations have no authority over one another or over the churches. They are voluntary and advisory bodies designed to elicit, combine, and direct the energies of our people in the most effective manner. Members of New Testament churches should cooperate with one another in carrying forward the missionary, educational, and benevolent ministries for the extension of Christ's Kingdom. Christian unity in the New Testament sense is spiritual harmony and voluntary cooperation for common ends by various groups of Christ's people. Cooperation is desirable between the various Christian denominations, when the end to be attained is itself justified, and when such cooperation involves no violation of conscience or compromise of loyalty to Christ and His Word as revealed in the New Testament.

[Exodus 17:12; 18:17ff.; Judges 7:21; Ezra 1:3-4; 2:68-69; 5:14-15; Nehemiah 4; 8:1-5; Matthew 10:5-15; 20:1-16; 22:1-10; 28:19-20; Mark 2:3; Luke 10:1ff.; Acts 1:13-14; 2:1ff.;](#)

[4:31-37; 13:2-3; 15:1-35; 1 Corinthians 1:10-17; 3:5-15; 12; 2 Corinthians 8-9; Galatians 1:6-10; Ephesians 4:1-16; Philippians 1:15-18.](#)

### **XV. The Christian and the Social Order**

All Christians are under obligation to seek to make the will of Christ supreme in our own lives and in human society. Means and methods used for the improvement of society and the establishment of righteousness among men can be truly and permanently helpful only when they are rooted in the regeneration of the individual by the saving grace of God in Jesus Christ. In the spirit of Christ, Christians should oppose racism, every form of greed, selfishness, and vice, and all forms of sexual immorality,

including adultery, homosexuality, and pornography. We should work to provide for the orphaned, the needy, the abused, the aged, the helpless, and the sick. We should speak on behalf of the unborn and contend for the sanctity of all human life from conception to natural death. Every Christian should seek to bring industry, government, and society as a whole under the sway of the principles of righteousness, truth, and brotherly love. In order to promote these ends Christians should be ready to work with all men of good will in any good cause, always being careful to act in the spirit of love without compromising their loyalty to Christ and His truth.

[Exodus 20:3-17](#); [Leviticus 6:2-5](#); [Deuteronomy 10:12](#); [27:17](#); [Psalms 101:5](#); [Micah 6:8](#); [Zechariah 8:16](#); [Matthew 5:13-16](#); [43-48](#); [22:36-40](#); [25:35](#); [Mark 1:29-34](#); [2:3ff](#); [10:21](#); [Luke 4:18-21](#); [10:27-37](#); [20:25](#); [John 15:12](#); [17:15](#); [Romans 12-14](#); [1 Corinthians 5:9-10](#);

[6:1-7](#); [7:20-24](#); [10:23-11:1](#); [Galatians 3:26-28](#); [Ephesians 6:5-9](#); [Colossians 3:12-17](#); [1 Thessalonians 3:12](#); [Philemon](#); [James 1:27](#); [2:8](#).

## **XVI. Peace and War**

It is the duty of Christians to seek peace with all men on principles of righteousness. In accordance with the spirit and teachings of Christ they should do all in their power to put an end to war.

The true remedy for the war spirit is the gospel of our Lord. The supreme need of the world is the acceptance of His teachings in all the affairs of men and nations, and the practical application of His law of love. Christian people throughout the world should pray for the reign of the Prince of Peace.

[Isaiah 2:4](#); [Matthew 5:9, 38-48](#); [6:33](#); [26:52](#); [Luke 22:36, 38](#); [Romans 12:18-19](#); [13:1-7](#); [14:19](#); [Hebrews 12:14](#); [James 4:1-2](#).

## **XVII. Religious Liberty**

God alone is Lord of the conscience, and He has left it free from the doctrines and commandments of men which are contrary to His Word or not contained in it. Church and state should be separate. The state owes to every church protection and full freedom in the pursuit of its spiritual ends. In providing for such freedom, no ecclesiastical group or denomination should be favored by the state more than others. Civil government being ordained of God, it is the duty of Christians to render loyal obedience thereto in all things not contrary to the revealed will of God. The church should not resort to the civil power to carry on its work. The gospel of Christ contemplates spiritual means alone for the pursuit of its ends. The state has no right to impose penalties for religious opinions of any kind. The state has no right to impose taxes for the support of any form of religion. A free church in a free state is the Christian ideal, and this implies the right of free and unhindered access to God on the part of all men, and the right to form and propagate opinions in the sphere of religion without interference by the civil power.

[Genesis 1:27](#); [2:7](#); [Matthew 6:6-7, 24](#); [16:26](#); [22:21](#); [John 8:36](#); [Acts 4:19-20](#); [Romans 6:1-2](#); [13:1-7](#); [Galatians 5:1, 13](#); [Philippians 3:20](#); [1 Timothy 2:1-2](#); [James 4:12](#); [1 Peter 2:12-17](#); [3:11-17](#); [4:12-19](#).

## **XVIII. The Family**

God has ordained the family as the foundational institution of human society. It is composed of persons

related to one another by marriage, blood, or adoption.

Marriage is the uniting of one man and one woman in covenant commitment for a lifetime. It is God's unique gift to reveal the union between Christ and His church and to provide for the man and the woman in marriage the framework for intimate companionship, the channel of sexual expression according to biblical standards, and the means for procreation of the human race.

The husband and wife are of equal worth before God, since both are created in God's image. The marriage relationship models the way God relates to His people. A husband is to love his wife as Christ loved the church. He has the God-given responsibility to provide for, to protect, and to lead his family. A wife is to submit herself graciously to the servant leadership of her husband even as the church willingly submits to the headship of Christ. She, being in the image of God as is her husband and thus equal to him, has the God-given responsibility to respect her husband and to serve as his helper in managing the household and nurturing the next generation.

Children, from the moment of conception, are a blessing and heritage from the Lord. Parents are to demonstrate to their children God's pattern for marriage. Parents are to teach their children spiritual and moral values and to lead them, through consistent lifestyle example and loving discipline, to make choices based on biblical truth. Children are to honor and obey their parents.

[Genesis 1:26-28; 2:15-25; 3:1-20; Exodus 20:12; Deuteronomy 6:4-9; Joshua 24:15; 1 Samuel 1:26-28; Psalms 51:5; 78:1-8; 127; 128; 139:13-16; Proverbs 1:8; 5:15-20; 6:20-](#)

[22; 12:4; 13:24; 14:1; 17:6; 18:22; 22:6,15; 23:13-14; 24:3; 29:15,17; 31:10-31;](#)

[Ecclesiastes 4:9-12; 9:9; Malachi 2:14-16; Matthew 5:31-32; 18:2-5; 19:3-9; Mark 10:6-12; Romans 1:18-32; 1 Corinthians 7:1-16; Ephesians 5:21-33; 6:1-4; Colossians 3:18-21; 1 Timothy 5:8,14; 2 Timothy 1:3-5; Titus 2:3-5; Hebrews 13:4; 1 Peter 3:1-7.](#)

## **Appendix B - HUMAN SEXUALITY POLICY**

Oklahoma Baptist University strives to create a learning environment where community members can safely engage each other in meaningful dialogue about important issues, including those of human sexuality.

Sexuality is a gift from God. God created sex and declared it “good” (Genesis 1:27-28). Oklahoma Baptist University affirms the biblical standard of sexuality through scripture that teaches God’s standard for human sexuality as a faithful commitment in marriage between a man and woman and purity in relationships outside of marriage. Along with the rest of creation, however, sexuality has been affected by sin (Genesis 3). As a result of the Fall of humanity, sin has a wide impact on our lives and every person struggles with temptation in one form or another. Temptations relating to sexuality include heterosexual sex outside of marriage, homosexual behavior, the perversion of sexuality through pornography, rape, incest, sexual addictions and all other forms of sexuality that deviate from the biblical standard for sexuality. It is the University's expectation that OBU students, faculty, and staff will comply with the biblical standard for sexuality.

Oklahoma Baptist University’s policy regarding sex, sexuality and gender identity is grounded in our longstanding institutional religious identity. This identity, in turn, is grounded in the teachings of the Bible as understood through the University’s mission statement, founding documents, our Baptist heritage, and through our accountability as an entity of the Baptist General Convention of Oklahoma. This policy addresses transsexualism, transgenderism, homosexuality, and related gender identity issues. The University affirms that God’s original and ongoing intent and action is the creation of humanity manifested as two distinct sexes, male and female. The University also recognizes that due to sin and human brokenness, human experiential perception of sex and gender is not always that which God the Creator originally designed and yet the University affirms God’s capacity to heal and to transform our brokenness in keeping with His purposes and will. With this foundational understanding of creation, fall, and redemption, the University does not support nor affirm the resolution of tension between one’s biological sex and one’s experiential perception of same sex attraction or of gender by the adoption of psychological identity discordant with one’s birth sex. Thus, the University does not support nor affirm behavior discordant with these commitments, including but not limited to non-biblical behavior and lifestyles as well as use of pronouns discordant with one’s biological sex. Similarly, the University does not support nor affirm attempts to change one’s given biological birth sex via medical intervention in favor of the identity of the opposite sex or of an indeterminate identity. Although as a Christian residential institution of higher learning, the University will respect those whose moral views diverge from ours, the University will make institutional decisions in light of this policy regarding housing, student admission and retention, employment hiring and retention, and other matters. Employment at the University is contingent on affirmation of this policy.

OBU students, faculty and staff are called to exercise their personal freedom and responsibility within the framework of God’s word (Gal. 5:13-14; I Peter 2:16-17) and to treat their own bodies and those of others with the respect and honor due the temple of God (I Cor. 6:20). It is the University’s intention to promote behavior consistent with scriptural principles. Students with questions regarding these issues are encouraged to avail themselves of opportunities for confidential discussion and guidance through the University Counseling Office or the Campus Life staff, including the Residence Directors, Dean of Students and Vice President of Campus Life, the Director of Residential Experience.

In accordance with biblical teaching on admonishment and reproof (Gal. 6:1-2, Matt. 18:15-17, Col. 3:16-17), the University will direct compliance with disciplinary requirements. These disciplinary requirements

may include but are not limited to a verbal and/or written warning, probation, or departure from the University. Refusal to comply with the clearly stated and scripturally supported policies shall result in departure from the University.

## **Appendix C - COMMITTEES**

### **Section 1.**

There may be such special or ad hoc committees as the Board of Trustees may from time to time establish for the discharge of particular duties.

### **Section 2.**

There shall be the standing committees specified in this Article. Members and chairmen of standing committees shall be appointed by the Chairman of the Board after consultation with the President, annually, at or following the November-December meeting of the Board of Trustees. Except as provided in these bylaws the Chairman of the Board and the President of the University shall be ex officio members of all standing committees, and each standing committee shall include at least five additional Trustees. Except where, otherwise provided in this Article, additional ex officio members, including persons who are not on the Board of Trustees, may be enlisted as resource persons. The chairman of each standing committee and a majority of its members shall be Trustees, however.

### **Section 3.**

The Board of Trustees may at any time discontinue any of its standing committees for such time as may be determined, and the duties of any committee so discontinued shall be performed during such discontinuance by the Executive Committee.

### **Section 4.**

The chairman of any committee, with the consent of the chairman of the Board, may request the President of the University to appoint an Administrative Officer of the university or a member of the administrative staff to serve as a liaison between the committee and the office of the President. Such liaison person shall assist the committee in the carrying out of its duties.

### **Section 5.**

Except as provided in this section, all standing committees shall meet at least two times annually.

## **Appendix D - Oklahoma Baptist University Code of Conduct and Anti-Fraud Policies Introduction**

### **Oklahoma Baptist University Code of Conduct and Anti-Fraud Policies Introduction**

This Code applies to each of Oklahoma Baptist University's trustees, officers and employees (referred to as "responsible persons"). Responsible persons are expected to conduct themselves with honesty and integrity. As responsible persons, we must ethically handle actual or apparent conflicts of interest between personal and professional relationships. Actions must comply with applicable laws, rules and regulations. This also includes the proper use of the University's resources including finances.

The following statements address frequently raised ethical concerns and should be read in conjunction with the University's other policies. A violation of the standards contained in these

policies, or in such other relevant policies, may result in corrective action, including but not limited to, possible removal or dismissal.

### **Compliance with Laws**

In fulfilling its mission, the University and every responsible person must obey and comply with applicable laws, rules and regulations. It is every responsible person's job to be aware of these laws and to comply with the legal requirements affecting all duties.

If there are any questions regarding compliance with applicable laws, please call the office of the Senior Vice President for Business Affairs immediately. The University also has available outside legal counsel for advice and assistance. However, every responsible person must remember that compliance with applicable laws and regulations is their responsibility.

### **Accounting For and Recording Transactions**

The University's books, records, accounts and financial statements must be maintained in reasonable detail accurately depicting Oklahoma Baptist University's transactions and conforming to applicable legal and accounting standards giving effect to the University's system of internal controls. Unrecorded or "off the books" assets must never be maintained under any circumstances. The accurate and timely reporting of the University's financial statements requires all financial information to be recorded in the normal course of business, precisely and promptly. The University's systems for recording and reporting information should function properly and be subject to periodic and thorough evaluations.

This obligation applies to all reports or records, financial or otherwise, prepared for either internal or external purposes. While every responsible person may not always be familiar with specific accounting or other applicable procedures, they are responsible to make sure that every business record prepared by him/her, or under their direction, is accurate, complete and reliable. If any responsible person is uncertain regarding these matters, they should contact the office of the Senior Vice President for Business Affairs.

Casual notes, internal memoranda, email, faxes, other written communications and business records often become subject to public scrutiny. Exaggerations, derogatory remarks, guesswork or inappropriate characterizations that can be misunderstood or misconstrued should be avoided. Documents and records should always be retained or destroyed according to any internal document retention guidelines adopted by the University.

Responsible persons must not coerce, manipulate, mislead or improperly influence the University's auditors in the performance of an audit or review of the University's financial statements.

## **Assets**

The University's assets must be safeguarded and used only for legitimate purposes. This obligation applies to all tangible property of Oklahoma Baptist University (for example, its physical facilities, office equipment, furniture and supplies) and all intangible property of the University (for example, computer software, trademarks and records). The University's confidential and proprietary information must also be safeguarded, as discussed in the section "Confidential Information."

## **Theft and Dishonesty Policy**

Responsible persons are expected to safeguard and avoid misuse of the funds, records, tangible assets, intellectual property, and other property of the University. Responsible persons are also expected to conduct the business affairs of the University in a manner that complies with applicable state, federal and local laws.

Responsible persons are prohibited from engaging in any activity that may involve theft, misappropriation, or other misuse of University property, or violation of law, including but not limited to the following:

- theft or unauthorized use of the University's funds, equipment, supplies, and other tangible property, and data, software, and other intellectual property;
- misuse of the University's cash, credit cards, checks, and other financial instruments to purchase personal items or divert University funds to personal use or to unauthorized third parties;
- falsification of the University's time or payroll records, expense reimbursement reports, and other University forms, reports, and records;
- misappropriation of University data, trade secrets, logo, copyrighted material and other intellectual property for personal use or unauthorized use by third parties;
- conducting University business affairs in violation of local, state and federal laws; and
- intentional misstatements in University financial statements, tax or information returns, accreditation reports, institutional effectiveness reports, or any other financial reports and records, including the intentional misstatement of the results of operations.

Responsible persons are encouraged to report immediately any known or suspected violation of the theft and dishonesty portions of this policy. In appropriate circumstances, Oklahoma Baptist University may report the matter to law enforcement authorities.

## **Conflicts of Interest**

Responsible persons must adhere to Oklahoma Baptist University's Conflict of Interest and

AntiFraud Policies for trustees, officers and employees.

## **Confidential Information**

“Confidential information” refers to information that is not available to the public (or that someone would normally expect to be non-public). For example, confidential information includes:

- information marked as “Confidential,” or with a similar marking;
- information deemed confidential under FERPA;
- information relating to hiring decisions, and to current, former and prospective employees;
- information relating to current, former and prospective trustees and other volunteers that has not been made public; and
- financial reports and data that have not been made public.

Responsible persons must use reasonable care to protect the confidentiality of all confidential information of the University, and must not disclose confidential information of the University to unauthorized persons, even subsequent to termination of their affiliation with the University. This means they should:

- be prudent and aware of where, when and how the University’s matters are discussed;
- not leave confidential information unattended or in public view;
- not access confidential information unless they are specifically authorized to do so and the information is required in order to conduct University affairs;
- not disclose confidential information to other personnel of the University except on a legitimate “need to know” basis;
- not remove confidential information from the University’s premises or make copies of any material containing confidential information, except as required to conduct the University’s legitimate affairs;
- never use or disclose any University confidential information for personal gain or profit, or to the advantage of any other person; and
- contact the Office of the President for permission before disclosing University’s confidential information to a third party.

Responsible persons should also contact the Office of the President for permission prior to requesting, accepting, using or disclosing confidential information from a third party. Acquiring confidential information, without adequate legal safeguards, can be improper and could expose the University to legal liability. In some circumstances, it may be necessary to enter into a written agreement with a third-party before obtaining confidential information. If such information is acquired, the responsible person must protect its confidentiality to the same degree as the University’s confidential information, and must take care to observe the terms of any agreement under which the information has been acquired.

## **Gifts, Bribes and Kickbacks**

Other than modest gifts (logo type gifts) given or received in the normal course of business (including travel or entertainment), responsible persons may not give gifts to, or receive gifts from, persons doing business with or seeking grants or other financial commitments from the University. Educational materials (books) received from publishers given in order to evaluate their value for the University’s curricula are specifically exempted from this policy. Gifts offered to you from vendors or students other than those modest gifts identified above must be reported to the Office of the President.

## **Fair Dealing**

Every responsible person should always respect the rights of, and deal fairly with, Oklahoma Baptist University and its employees, volunteers, and vendors. A responsible person should never inappropriately take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, innuendo or any other unfair dealing practice.

### **Compliance Officer**

The Organization's Compliance Officer is the Chairman of the Audit Committee of the Board of Trustees and is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. At their discretion, the Compliance Officer shall advise the President, Senior Vice President for Business Affairs and/or the Audit Committee. The Compliance Officer has direct access to the Audit Committee of the Board of Trustees and is required to report to the Audit Committee at least annually on compliance activity. The Audit Committee shall report to the Board of Trustees on issues it deems appropriate.

### **Accounting and Auditing Matters**

The Audit Committee of the Board of Trustees shall address all accounting and auditing matters, including complaints and allegations as well as issues referred to the committee by management or auditors. The Compliance Officer shall immediately notify the Audit Committee of any such complaint or allegation and work with the committee until the matter is resolved.

### **Suspected Violations**

The University maintains an open door policy and urges that responsible persons share questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, a responsible person's supervisor is in the best position to address an area of concern. If a responsible person is not comfortable speaking with their supervisor or is not satisfied with a supervisor's response, the responsible person is encouraged to speak with the Office of the President or anyone in management whom the responsible person is comfortable in approaching. Supervisors and managers are required to report suspected violations of the Code to the University's Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when a responsible person is not satisfied, or is not comfortable, with the University's open door policy, individuals should contact the Organization's Compliance Officer directly. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### **Reporting Violations**

If a responsible person suspects with good cause that there is an ethical violation, whether before or after it has occurred, the responsible person must promptly report it to the President, Senior Vice President for Business Affairs or report it to their supervisor or senior management in accordance with such other relevant policies of the University as may be applicable. All reports to management will be reported to the Compliance Officer. Further, the responsible person may choose to report to the Compliance Officer of the Board of Trustees, Ray Cripps at 1-580-765- 9835.

### **Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the policy. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false could result in disciplinary action.

Retaliation for reporting an ethical violation is prohibited. No responsible person who in good faith reports a violation of the policy shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This policy is intended to encourage and enable responsible persons and others to raise serious concerns within the University prior to seeking resolution outside the University.

### **Confidentiality**

Violations, or in-good-faith suspected violations, may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations, or in-good-faith suspected violations, will be kept confidential to the extent possible consistent with the need to conduct an adequate investigation.

### **Handling of Reported Violations**

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within ten business days. All allegations will be reviewed/investigated and appropriate corrective action will be taken if warranted by the investigation.

### **Conclusion**

Every responsible person is responsible for safeguarding and promoting Oklahoma Baptist University through ethical and principled leadership and action that is informed and directed by core values. This type of ethical and principled leadership is sometimes difficult. There will be times when situations will involve subtleties and complexities that lead to difficult choices. When in doubt, ask whether those actions and decisions would withstand objective scrutiny. If there is any doubt, it will often be helpful to seek guidance and advice from this policy and from other trustees and officers.

If there is uncertainty about a contemplated course of action or if there are questions about this policy, the issue should be raised with a supervisor or senior management. Further, a responsible person may choose to report to the Senior Vice President for Business Affairs by phoning 405- 585-5810, the President at 405-585-5810 or the Compliance Officer at 1-918-825-0610.

## Appendix E - Title IX Policy for Oklahoma Baptist University

### Oklahoma Baptist University Policy Against Sex Discrimination Including Sexual Harassment

Title IX of the Education Amendments of 1972

Effective October 15, 2020; Revised February 7, 2023

#### I. Preamble

Oklahoma Baptist University (“OBU”) strives to be a place where all students mature, learn, and grow into their individual callings through Christ Jesus our Lord. In that aim, OBU strives to provide the premier learning environment in which all our students may succeed to their fullest potential. It is OBU’s belief that Title IX of the Education Amendments of 1972 helps provide the safe atmosphere in which our students can flourish.

Further, in Mark 12:30-31, Jesus answered the question of what is the most important commandment with this, “**love the Lord your God with all your heart, and with all your soul, and with all your mind, and with all your strength. The second is this: you shall love your neighbor as yourself.**” Additionally, in Matthew 7:12, Jesus said, “**in everything, do to others what you would have them do to you.**” It is with these passages in mind that OBU establishes the following policy in accordance with Title IX of the Education Amendments of 1972 regarding sex discrimination including sexual harassment. Accordingly, the University prohibits sexual harassment or sexual misconduct by any member of the University community, whether faculty, staff, student, or otherwise.

#### II. Definitions

1. **Actual Knowledge** of an allegation of all forms of harassment including sexual harassment occurs when a Complainant informs either (1) the Title IX Coordinator, or (2) an official with authority to institute corrective measures on behalf of OBU, of an allegation of sexual misconduct covered under Title IX. When OBU has actual knowledge on such basis, its response obligations are triggered.
2. **Advisor** is an individual chosen by a Complainant or a Respondent to assist them in the Title IX process. The Advisor may be but need not be an attorney. If the Advisor is an attorney, the attorney must register with the Title IX Coordinator prior to being allowed to participate in any phase of the grievance procedures. Attorneys will be instructed in the limited scope of their involvement in the process and will be required to sign an affidavit of participation. If one party has an Advisor but the other does not, the University shall inform the party who does not have an Advisor he/she has the right to select an attorney to serve as an Advisor of his/her choosing or choose an Advisor from the University’s staff.
3. **Amnesty** involves the university’s nonenforcement of other student code of conduct violations, against a Complainant, Respondent, or Witness(es) which occur or are directly related to the factual circumstances surrounding an alleged instance of unwanted conduct of a sexual nature described in the complaint.

4. **Clery Act** (“The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1990”) is a comprehensive crime reporting statute with implementing regulations providing specific uniform definitions of certain crimes.
5. **Coercion** is conduct or intimidation that would compel an individual to do something against their will by (1) the use of physical force, (2) threats of severely damaging consequences, or (3) pressure that would cause a reasonable person to fear severely damaging consequences. Coercion is more than an effort to persuade or attract another person to engage in sexual activity. Coercive behavior differs from seductive behavior based on the degree and type of pressure someone uses to obtain consent from another.
6. **Complaint** is a written statement, signed by the Complainant, describing specific factual details related to unwanted conduct allegedly committed by a Respondent which is alleged to violate Title IX.
7. **Complainant** is an individual who is alleged to be a victim of conduct that could constitute sexual harassment or other forms of harassment.
8. **Consent** means the affirmative, unambiguous, and voluntary agreement to engage in a specific sexual activity during a sexual encounter which can be revoked at any time. Words or overt actions clearly communicate consent when a reasonable person in the circumstances would believe those words or actions indicate a willingness to participate in a mutually agreed-upon sexual activity. Although consent is not required to be verbal, verbal communication is the most reliable form of asking for and obtaining consent. It is the responsibility of the person initiating the specific sexual activity to obtain consent for that activity.<sup>1</sup>

The Definition of consent is subject to the following:

- a. Consent can only be given if an individual is of legal age. In Oklahoma, the legal age of consent is 16 years of age.
- b. Consent is mutually understood and freely given “yes,” not the absence of “no.” Silence or failing to resist does not imply consent.
- c. Consent to one sexual activity does not imply consent to other forms of sexual activity.
- d. Consent can be withdrawn at any time. Once consent is withdrawn, the act for which the Consent was originally given must cease.

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<sup>1</sup> In accordance with 12 O.S. § 113

- e. The existence of previous relationships or previous consent does not imply consent to future sexual activity.
  - f. An existing sexual, romantic, dating, or marital relationship does not imply consent.
  - g. Prior sexual activity with other individuals does not imply consent to sexual activity with other individuals.
  - h. Consent cannot be procured, expressly or implicitly, by use of force, intimidation, threats, or coercion.
  - i. An individual known to be, or who should be known to be, incapacitated, cannot consent to sexual activity initiated by another individual.
  - j. Use of alcohol and/or drugs will never function to excuse actions which violate this Policy.
9. **Dating Violence** is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim (Complainant). The existence of such a relationship will be determined based on the reporting party's (Complainant) statement with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
10. **Disciplinary Sanctions** are punitive actions taken by the University against a Respondent who has been determined to have engaged in unwanted conduct of a sexual nature, during a formal hearing. Such sanctions may include but are not limited to, dismissal, fine, suspension, removal from campus, or other steps intended to be punitive in nature.
11. **Domestic Violence** is a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim (Complainant); by a person with whom the victim (Complainant) shares a child in common; by a person who is cohabitating with or has cohabitated with the victim (Complainant) as a spouse or intimate partner; by a person similarly situated to a spouse of the victim (Complainant) under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.
12. **Education Program or Activity** are locations, events, or circumstances over which the university exercises substantial control over both the respondent and the context in which the sexual harassment occurred and is against a person in the United States.
13. **Family Education Rights and Privacy Act** ("FERPA") is a statute designed to protect the privacy rights of students and their education records. FERPA defines the term "education

record” broadly to generally include any information directly related to a student that is maintained by the University.

14. **Formal Complaint** is a document filed by a Complainant or signed by the Title IX Coordinator alleging harassment including sexual harassment against a respondent and requesting the University investigate the allegation.
15. **Incapacitation** means the inability to understand the fact, nature, or extent of the sexual situation. Incapacitation may result from mental or physical disability, sleep, unconsciousness, involuntary physical restraint, or from the influence of drugs or alcohol. A person who is incapacitated cannot give valid consent to sexual contact.

Incapacitation due to the influence of drugs or alcohol requires more than being under the influence of drugs or alcohol. Where drugs and/or alcohol are involved, incapacitation is determined based on the facts and circumstances of the particular situation looking at whether the individual was able to understand the fact, nature, or extent of the sexual situation, whether the individual was able to communicate decisions regarding consent, non-consent, or the withdrawal of consent, and whether such condition was known or reasonably known to the respondent or a reasonable person in respondent's position.

16. **Informal Resolution** is a process for resolving Complaints of all forms of harassment including sexual harassment between students, that is other than the hearing format of a Formal Resolution, outlined below. Informal resolution is always voluntary and mediated by a trained individual. Informal resolution can only proceed after a Formal Complaint has been filed, and only if both student parties voluntarily consent to informal resolution.
17. **Investigations** are a deliberate methodical process undertaken by trained OBU employees and/or a designated outside entity in partnership with OBU, designated to gather facts and relevant evidence from the Complainant, Respondent, any witnesses, and any other available methods of gathering evidence. Investigations are to be conducted without bias and shall produce a report which details the relevant facts and evidence gathered.
18. **Party(ies)** as used in this policy only refers to Complainants and Respondents.
19. **Relevant Evidence** is information provided by a party, or witness, or discovered during the investigation of a Title IX complaint that has the tendency to make the existence of a fact, issue, statement, or occurrence more or less probable.
20. **Religious Exemption** is a congressionally provided recognition that certain aspects of Title IX do not apply to religious universities, like Oklahoma Baptist University, when application of that aspect would violate a sincerely held religious belief of the university, as such are determined by the Board of Trustees and the Baptist Faith and Message 2000.

21. **Remedies** are restorative actions taken by the University for the benefit of a Complainant against whom any form of harassment including sexual harassment has been determined to occur, during a formal hearing.
22. **Respondent** is an individual who has been reported to be the perpetrator of conduct that could constitute any form of harassment including sexual harassment.
23. **Retaliation** occurs when the university or other individual intimidates, threatens, coerces, or discriminates against any individual for the purpose of interfering with any rights or privileges secured by Title IX.
24. **Sexual Assault** is any type of sexual contact or behavior that occurs without consent of the recipient (Complainant). The definition includes sexual activity such as forced sexual intercourse, sodomy, molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age or lack of capacity.
25. **Sexual harassment** is a form of sex discrimination on the basis of sex that is either (1) “quid pro quo”<sup>2</sup> sexual harassment by an employee; or (2) unwelcomed conduct leading to a hostile environment, determined by a reasonable person, to be so severe, pervasive and objectively offensive that effectively denies a person equal access to the University’s education programs or activities; or (3) sexual assault, dating violence, domestic violence or stalking as defined in the “Clery Act” and the “VAWA”.
26. **Stalking** is 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. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person’s property. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling. Reasonable person means a reasonable person under similar circumstances and with similar identities of the victim.
27. **Standard of Evidence** is the relevant degree of satisfaction required in order to determine whether a fact, finding, or evidence is true. The standard of proof in all matters involving sexual harassment will be the preponderance of the evidence standard.
28. **Supportive Measures** are free individualized services reasonably available that are non-punitive,

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<sup>2</sup> A school employee conditioning education benefits on participation in unwelcome sexual conduct.

non-disciplinary, and not unreasonably burdensome to the other party, designed to provide or preserve equal educational access, protect safety or deter sexual harassment.

29. **Title IX Coordinator** is the person appointed by the University to oversee the application of its Title IX program and compliance. The Title IX Coordinator and his/her information is listed herein and on the University's website.
30. **Violence Against Women Reauthorization Act of 2013** ("VAWA") is a Federal statute providing certain definitions related to violent acts against women in various settings. Certain definitions found in VAWA amend definitions found in the Clery Act by reference. The definitions in this policy applying to dating violence, domestic violence, and stalking are Clery Act definitions amended by VAWA.

### III. Grievance Procedures

The Grievance procedure always begins with a written complaint.

1. **Complaint:** Oklahoma Baptist University's Title IX procedures begin by the filing of a signed formal written complaint, delivered by a Complainant to the Title IX Coordinator. OBU must dismiss a complaint that alleges conduct (1) that is not covered in the regulation's definition of sexual harassment, or (2) that did not occur in the University's academic program or activities, or (3) that is not against a person in the United States. This mandatory dismissal is only with regard to Title IX. Other University disciplinary procedures may apply even though Title IX may not.

The University may but is not required to dismiss a formal complaint if (1) the Complainant informs the Title IX Coordinator, in writing, that the Complainant desires to withdraw his/her formal complaint, or (2) if the Respondent is no longer enrolled in or employed by the University, or (3) if specific circumstances prevent the University from gathering sufficient evidence to make a determination. If the University dismisses a complaint it will provide written notice of the dismissal to both parties concurrently.

When the Title IX Coordinator is aware of a repeated pattern of sexual misconduct by an individual the Title IX Coordinator may initiate the grievance procedure on behalf of the University, as the institutional Complainant, through a written complaint signed by the Title IX Coordinator.

2. **Advisors:** Each party is allowed to have an Advisor of their choosing present with them during each stage of the formal process. An Advisor may, but need not be, an attorney. Attorneys serving as Advisors must register with the Title IX Coordinator prior to participation in any phase of any resolution process. In the event a Party has not chosen an Advisor prior to the live hearing, the University will provide an Advisor of its choosing. The role of the advisor at the live hearing is to conduct cross-examination on behalf of a party. The advisor is not to represent a party, but only to relay the party's cross-examination questions that the party wishes to have asked of the other party and witnesses. Advisors may not raise objections or make statements or arguments during the live hearing.

The Title IX Coordinator will immediately implement supportive measures when necessary to ensure equal access to OBU programs.

3. **Supportive Measures:** The Title IX Coordinator must implement Supportive Measures as soon as practicable, when necessary or requested which are designed to ensure equal access to Oklahoma Baptist University's academic programs and benefits. These measures are non-punitive and non-disciplinary.

The Title IX Coordinator then provides contemporaneous notice of the complaint and enough detail to provide the Complainant and Respondent the ability to participate meaningfully in the first interview (See Informal Resolution below for student on student complaints where both parties agree to informal resolution.)

4. **Notice:** The Title IX Coordinator will notify both parties contemporaneously of the allegations contained in the complaint with enough specificity for each party to understand the complaint, the relevant parties, and to be able to prepare for the first interview with the investigators.

The Title IX Coordinator will prepare an investigatory plan and assign proper investigators to begin the collection of facts and evidence.

5. **Investigation:** The Title IX Coordinator will create a written investigation plan and assign investigators to gather relevant facts and information in an unbiased and fair manner from the Complainant, Respondent, their witnesses and other individuals with potentially relevant facts or evidence related to the complaint. Each party may provide inculpatory and exculpatory evidence and fact witnesses to the investigators. The burden for gathering evidence and substantiating the burden of proof lies with the University, not the parties. Interviews may be electronically recorded at the sole discretion of the investigators. During the investigation, the University will not access treatment records without the voluntary written consent of the party. The University will protect the privacy of the party supplying its treatment record as best as is possible without unfairly jeopardizing the unbiased nature of the investigation. If the treatment record is relevant to the ultimate issue in the investigation, the other party will be provided access to the record, just like all other relevant evidence. The investigation will result in a written report summarizing the evidence and the process employed to gather the evidence. Prior to issuing the final investigative report, the investigator(s) will provide each party and their advisor, if any, with access to the evidence being considered. Each party shall have at least (5) calendar days in which to provide the Investigator(s) suggestions for clarification of the evidence included within the report. The Investigator(s) shall consider the Parties' written recommendations prior to issuing the final written investigative report. The Investigator(s) shall have full and final discretion regarding whether the Parties written recommendations are to be added to the final investigative report. The final written investigative report, along with copies of all evidence, will be provided to the Complainant and Respondent, at least seven (7) calendar days prior to the hearing.

Following the conclusion of the investigation, the Title IX Coordinator will assemble a hearing panel from the pool of trained panelists and a date will be set for hearing.

6. **Hearing:** At the conclusion of the formal investigation a formal resolution process will conclude with a live hearing.

- a. **Hearing Panel:** The hearing is conducted in the presence of a three (3) person hearing panel whose role is to determine whether it is by the preponderance of the evidence (whether it is more likely than not) that the facts and evidence in the complaint are either true or false. The University may appoint a hearing panel chair to conduct the hearing which may include duties such as keeping time and schedule, maintaining decorum, determining relevance of cross-examination questions, and other duties as may be assigned. The hearing panel chair may or may not be a member of the three (3) person hearing panel. If the hearing panel chair is not a member of the three (3) person hearing panel, the hearing panel chair shall not have a vote when the hearing panel determines the merits of the matter. Whether the hearing panel chair is a member of the three (3) person hearing panel will be determined prior to the hearing and the parties shall be informed of such determination prior to the beginning of the hearing.
- b. **Cross Examination:** The live hearing will include the ability of each party to indirectly cross examine the other party. Neither party will be allowed to address the other party directly but may only do so through his or her Advisor. Cross examination will be live, oral, and in real time, but is limited to only information relevant to the complaint. Each party's advisor may pose relevant questions to the opposing party and witnesses. Each party will prepare their questions, including any follow-up questions, for the other party and witnesses, and will provide them to their advisor. The advisor will ask the questions as the party has provided them, and may not ask questions that the advisor themselves have developed without their party. The hearing panel may also question the parties and witnesses. All questions shall be screened for relevance prior to the question being answered by the party or witness.

The prior sexual conduct of a complainant is always irrelevant, unless it is offered to prove that someone other than the respondent committed the sexual harassment, or to prove consent. Instances of prior sexual conduct between the parties, by itself, is not dispositive of consent.

A party or witness has the right to forego attending a hearing or answering cross-examination questions and refusing to do so may not be used by the decision maker to make an inference, either positive or negative, about credibility.

- c. **Relevant Evidence:** The parties will have the opportunity to present the evidence they submitted, subject to any exclusions determined by the hearing panel chair. Generally, the parties may not introduce evidence, including witness testimony, at the hearing that they did not identify during the pre-hearing process. However, the decision-maker has discretion to accept or exclude additional evidence presented at the hearing. Witnesses may be called, subject to the availability of the Witness. At least 5 calendar days prior to the hearing, the parties shall submit a written list of the Witnesses they request to testify at the hearing to the Title IX Coordinator. The Title IX Coordinator shall contact the Witnesses and inform them that they have been requested to testify. In the event a Witness who has been requested by either party is unavailable to testify, the parties shall have the ability to

highlight the portions of the Witness' testimony produced as part of the Final Investigative Report. Prior sexual conduct of a Complainant is always IRRELEVANT, unless it is offered to prove that someone other than the Respondent committed the sexual misconduct, or to prove consent. Instances of prior sexual conduct between the parties by itself, is not dispositive of consent.

- d. **Avoidance of Retraumatization:** Even though the cross examination will be live and in real time, either party may request to participate in the hearing via online video conferencing rather than being in the hearing room. A party may elect to not participate in the cross-examination within the live hearing. Notwithstanding, the panel may not draw an inference regarding responsibility merely because a party declines to participate in cross-examination or is absent from the hearing.
- e. **Recording and Privacy:** The hearing will be recorded electronically. All live hearings will be closed to the public and witnesses will be present only during their testimony. Parties and their advisors may be present for all parts of the hearing, including testimony of witnesses. For live hearings that use technology, the decision maker shall ensure that appropriate protections are in place to maintain confidentiality.
- f. **Decorum:** The University will require all parties, advisors, and witnesses to maintain appropriate decorum throughout the live hearing. Participants at the live hearing are expected to abide by the hearing panel's directions and determinations, maintain civility, and avoid emotional outbursts and raised voices. Repeated violations of appropriate decorum will result in a break in the live hearing, the length of which will be determined by the hearing panel chair. The hearing panel reserves the right to appoint a different advisor to conduct cross-examination on behalf of a party after an advisor's repeated violations of appropriate decorum or other rules related to the conduct of the live hearing.

Shortly after the hearing panel returns its decision, each party will be contemporaneously informed of the panel's decision.

- 7. **Determination:** At the conclusion of the hearing, the hearing panel will convene in private to make a determination of whether it is more likely than not, based on the totality of the evidence presented, that the conduct complained of happened in accordance with the facts alleged in the complaint, and if so, whether the conduct violates Title IX. The panel's determination will be in writing and will be communicated to the Title IX Coordinator, the Complainant and the Respondent, concurrently. The written determination will articulate findings of fact, conclusions on the ultimate matter, its rationale as to each allegation contained in the complaint, the disciplinary sanctions imposed by the panel and whether remedies are available to the Complainant. The Title IX Coordinator is responsible and empowered to ensure that the panel's sanctions are implemented.

**Either party may appeal the decision.**

8. **Appeal:** Either party may appeal the decision of the hearing panel. The appeal must be made in writing and presented to the Title IX Coordinator within Seven (7) calendar days of the date on which the determination has been communicated to the parties. The only grounds for appeal are as follows: a procedural error that significantly impacted the outcome, to consider new evidence unavailable during the original investigation, a conflict of interest or bias by an investigator, Title IX coordinator, or a member of the hearing panel that substantially impacted the outcome of the investigation or adjudication, or the sanctions imposed are substantially disproportionate to the severity of the violation. The request for appeal shall include on what grounds the appeal is made, and an explanation of how the grounds apply to the party's case.

If the decision involves an employee, and employment sanctions are involved, then the Director of Human Resources shall be the appellate review officer. If the appeal involves only students, then the Dean of Students & Vice President of Campus Life shall be the appellate officer. If either appellate officer has a conflict of interest in the outcome of the appeal, then an appellate officer selected from the Executive Cabinet will be appointed by the President.

Generally, after the appeal decision has been contemporaneously communicated, appropriate sanctions will be implemented against a respondent who has been determined to have violated Title IX. In some circumstances it may be necessary to implement disciplinary sanctions immediately, even though a decision is still appealable, but this is rare.

9. **Sanctions:** In the event the Respondent is determined to have violated the University's Title IX policy, the hearing panel will recommend the appropriate sanctions against the Respondent to the University. Prior to recommending sanctions, the panel is permitted, but is not required, to consult with the Dean of Students regarding appropriate sanctions for students determined to have violated Title IX. Prior to recommending sanctions, the panel is permitted, but is not required, to consult with the Director of Human Resources for employees determined to have violated Title IX.

**Student Sanctions** include but are not limited to (1) withdrawal of a right or privilege, (2) mandatory training, (3) mediated restitution, if appropriate, (4) fine or other penalty, (5) probation as defined in the student handbook, (6) removal from and/or alteration to Respondent's campus housing, without expulsion, (7) suspension for a time, or (8) expulsion from the University.

**Employment sanctions** may include, but are not limited to (1) mandatory training, (2) mediated restitution, if appropriate, (3) loss of a right or privilege of employment, (4) altered work schedule, (5) temporary paid or unpaid suspension, or (6) termination of employment from the University.

The Title IX Coordinator will assist the Complainant by implementing remedies designed to allow the Complainant to continue receiving academic benefits and services at Oklahoma Baptist University if applicable.

10. **Remedies:** The Title IX Coordinator will work with the Complainant through an interactive process to determine appropriate remedies that will allow the complainant to continue accessing the academic programs and benefits provided by Oklahoma Baptist University. The University will also seek to ensure the Respondent's access to academic programs and benefits provided by Oklahoma Baptist University but may be limited based on the official sanctions.

#### IV. Informal Resolution, if applicable

A written complaint is delivered to the Title IX Coordinator.

1. **Complaint:** Oklahoma Baptist University's Title IX procedures begins by the filing of a signed formal written complaint, delivered by a Complainant to the Title IX Coordinator. OBU must dismiss a complaint that alleges conduct (1) that is not covered in the regulation's definition of sexual harassment, or (2) that did not occur in the University's academic program or activities, or (3) that is not against a person in the United States (this does not mean "must be a US citizen"). This mandatory dismissal is only with regard to Title IX. Other University disciplinary procedures may apply even though Title IX may not.

The University may, but is not required to dismiss a formal complaint if (1) the Complainant informs the Title IX Coordinator, in writing, that the Complainant desires to withdraw its formal complaint, or (2) if the Respondent is no longer enrolled in or employed by the University, or (3) if specific circumstances prevent the University from gathering sufficient evidence to make a determination. If the University dismisses a complaint, it will provide written notice of the dismissal to both parties concurrently.

The Title IX Coordinator will immediately implement supportive measures when necessary to ensure equal access to OBU Programs.

2. **Supportive Measures:** The Title IX Coordinator must implement Supportive Measures as soon as practicable, when necessary or requested. Supportive Measures are designed to ensure equal access to Oklahoma Baptist University's academic programs and benefits. These measures are non-punitive and non-disciplinary.

The Title IX Coordinator then provides contemporaneous notice of the complaint and enough detail to provide the Complainant and Respondent the ability to participate meaningfully in the first interview. (See Informal Resolution below for student-on-student complaints where both parties agree to informal resolution.)

3. **Notice:** The Title IX Coordinator will notify both parties contemporaneously of the allegations contained in the complaint with enough specificity for each party to understand the complaint, the relevant parties, and to be able to prepare for the first interview with the investigators.

Both parties may agree, after giving informed written consent to the Title IX Coordinator, to participate in an informal resolution process not involving a hearing panel.

4. **Informal Resolution Methods and Requirements:** If both parties are students and each agree through an informed written consent to participate in an informal resolution process, the Title IX Coordinator may invoke the informal resolution process which may involve a mediated resolution, restorative processes, acceptance of responsibility, or other informal means, especially processes that mirror the tone and steps in the Gospel of Matthew Chapter 18. The parties' Advisors may participate with them in the informal resolution process. Generally, Advisors will not be allowed

to speak during informal resolution processes.

5. **Revocation of Consent to Participate:** Prior to the resolution agreement either party may withdraw from the informal resolution process and the formal resolution process will commence. All information provided or gleaned during the informal resolution process may be included in the file and provided to investigators in the Formal resolution process.

## **V. General Provisions**

1. **Retaliation** against any individual for participation in a Title IX complaint, allegations, or procedures, or for enforcing any right protected by Title IX is strictly prohibited. Retaliation by an individual against another individual is a separate violation of the student conduct code or employee conduct expectations and such individual will be subject to sanctions in addition to any appropriate sanctions or remedy assessed under this Title IX policy. Charging an individual with a code of conduct violation not involving sexual harassment that arises out of the same facts or circumstances contained in a report of sexual harassment, for the purpose of interfering with a right or privilege protected by Title IX shall be considered retaliation.
2. **Amnesty** is provided to Complainant, Respondent, and Witnesses for other related student code of conduct violations which occur and are directly related to the factual circumstances surrounding the alleged unwanted conduct of a sexual nature described in the complaint. The purpose of this privilege is to remove barriers to the reporting of incidents of sexual misconduct.
3. **Privacy** of the Complainant, Respondent, and Witnesses will be protected as best as is possible considering the nature of the complaint and the University's need to conduct a full and complete investigation and determine the matter. FERPA applies to proceedings, reports, investigations, and all communications related to the processing of a Title IX complaint.
4. **Reporting** a potential violation of Title IX occurs when the Complainant communicates the allegation to the Title IX Coordinator or another employee with the authority to redress instances of sexual harassment. Reporting the potential violation is not an official complaint.
  - a. **Confidential Reporting:** A Complainant may also wish to discuss the circumstances confidentially. The following employees are sources for confidential reporting of allegations - counseling center.
  - b. **Criminal Conduct:** A Complainant should immediately report any instance of criminal sexual assault or sexual misconduct to the Oklahoma Baptist University Police Department or the Shawnee City Police Department by dialing 911.

In the event the Complainant is below the age of majority, the State of Oklahoma requires that any person

knowing of sexual misconduct must report that misconduct to the Department of Human Services.

## **Appendix F - BYLAWS OF THE OKLAHOMA BAPTIST UNIVERSITY A RELIGIOUS AND EDUCATIONAL CORPORATION**

Adopted by the Board of Trustees in regular session on July 3, 1984, and amended in regular session on March 16, 1990 and July 11, 1997.

### **ARTICLE I POWER OF TRUSTEES**

#### **Section 1.**

The Board of Trustees shall have the power to manage the property and business of the corporation (referred to in this and the following articles as "University") and shall have the power to carry out any other functions, which are permitted by the Charter, or these Bylaws, except insofar as such powers may be limited by law. These powers shall include but shall not be limited to the following:

1. Appoint or remove the President and other Officers of the University Corporation in accordance with these Bylaws;
2. Approve degrees in courses upon recommendations of the faculty;
3. Approve the awarding of honorary degrees upon recommendation of any of the following: Faculty, President, or appropriate Board Committee;
4. Establish and review the educational programs of the University after review by the Board Committee on Academic Affairs or Special Committees of Review set up by the President and Chairman of the Board in financial emergency situations;
5. Establish annually the budget of the University, which shall be submitted to it upon recommendation of the Board Business Affairs Committee;
6. Authorize the construction of new buildings and major renovations of existing buildings;
7. Authorize the sale and purchase of land, buildings or major equipment for the use of the University;
8. Institute and promote major fund-raising efforts of the University;
9. Authorize any changes in tuition and fees within the University;
10. Authorize Officers or agents of the University to accept gifts for the University;
11. Authorize the incurring of debts by the University and securing thereof by mortgage and pledge of real and personal property, tangible and intangible;
12. Any other duties or responsibilities, which obtain to it under the Charter of Oklahoma Baptist University.

#### **Section 2.**

The Board of Trustees of the University shall not launch any expansion project, major expenditure of capital funds, creation of debt for capital needs, change in Charter or Bylaws, or any significant change in usual operations except upon authority given by a vote of the Baptist General Convention of the State of Oklahoma or its Board of Directors.

## Appendix G - OBU Policy for Severe Weather Conditions

Only during the most severe weather conditions—which could potentially endanger the safety of students or staff—will OBU consider closing or moving to a late start schedule. The decision to close or to adopt the late start schedule will be made as early as possible and will be released for broadcast on the following television stations:

- KFOR (NBC, Channel 4) Oklahoma City
- KOCO (ABC, Channel 5) Oklahoma City
- KOKH (FOX, Channel 25) Oklahoma City
- KWTW (CBS, Channel 9) Oklahoma City

Announcements will be made via text and email through the emergency alert system. The OBU switchboard operator will be informed of the decision and OBU students and personnel can call the switchboard at 405.585.4000 for 24-hour information regarding the University's operating schedule.

### Late Start Schedules

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#### Monday, Wednesday and Friday Classes

Regular Class Time	Late Start Schedule
8:00–8:50 a.m.	9:30–10:15 a.m.
9:00–9:50 a.m.	10:25–11:10 a.m.
11:00–11:50 a.m.	11:20 a.m.–12:05 p.m.
12:00–12:50 p.m.	12:15–1:00 p.m.
1:00–1:50 p.m.	1:10–1:55 p.m.
2:00–2:50 p.m.	2:05–2:50 p.m.
3:00–3:50 p.m.	3:00–3:45 p.m.

Evening classes will meet as scheduled unless otherwise announced.

NOTE: The 10 a.m. period has been absorbed into the adjusted schedule, leaving no free period or

Chapel during the inclement weather schedule.

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**Tuesday and Thursday Classes**

<b>Regular Class Time</b>	<b>Late Start Schedule</b>
8:00–9:15 a.m.	9:30–10:25 a.m.
9:30–10:45 a.m.	10:35–11:30 a.m.
11:00 a.m.–12:15 p.m.	11:40 a.m.–12:35 p.m.
12:30–1:45 p.m.	12:45–1:40 p.m.
2:00–3:15 p.m.	1:50–2:45 p.m.
3:30–4:45 p.m.	2:55–3:50 p.m.

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University administrative offices will open at 9:30 a.m. when OBU is following the late start schedule. The offices will be informed of closing times on days when the late start schedule is utilized. Student workers should contact their supervisors concerning work schedules on such days.

**OBU Emergency Communication Procedures**

1. This structure is to be utilized at times when emergency communication is needed for OBU personnel. One common usage is in regard to inclement weather. The decision regarding implementation of a snow day schedule or canceling of classes will be made by 9:30 p.m. on the night before the day in question if possible. If severe weather conditions develop overnight, a decision may be made as late as 6 a.m. During times of severe weather, the campus community is encouraged to visit the OBU website or call 405-275-2850 (campus switchboard) for information on the University's operating schedule.
2. **Chain of Communication:** The President and Chief Academic Officer will make the final decision. Then, the Director of Marketing and Communications will contact Radio Stations, Television Stations, Newspapers, OBU Website, and OBU's Emergency Notification System.

## **Appendix H - Personal Device Policy**

### **Purpose**

This Personal Device Policy defines the appropriate use of Oklahoma Baptist University (OBU) employee personal computing devices that interact with OBU network, systems, and data.

### **Scope**

This policy applies to OBU administration, staff, faculty, adjunct faculty, contractors, volunteers, and guests that wish to use Oklahoma Baptist University network resources and data for personally owned computing devices, including, but not limited to:

- Computers--desktop, all-in-one, or laptop devices
- Portable devices--smartphones, tablet devices, wearables
- Other network devices—cameras, printers, streaming devices, gaming systems, or niche computing (such as Arduino or Raspberry Pi)

### **Statement**

At no time should any personally owned computing device be connected to the Oklahoma Baptist University wired or secured wireless networks. Personally owned computing devices may use the OBU Guest wireless network (where available). The OBU Technology Services department reserves the right to remove, restrict, or prohibit connection to the Guest wireless network if it is determined that a personally owned device is being used for illegal activity, is compromising the ability of other devices to connect, or is compromising the ability for Oklahoma Baptist University to fulfill its mission.

While many Oklahoma Baptist University systems and services are available as cloud-based resources that can be accessed from any device, employees that wish to work from a personal device must take care to protect data and systems that contain personally identifiable information or other sensitive data. Any file containing such information should never be stored on a personal device at any time but should be stored using University provided cloud-based storage options.

Personal computing devices that have been “jailbroken”, “rooted”, or have in any way modified the built-in protections of the device must not be used to access any OBU data or resources at any time.

The OBU Technology Services department does not provide support for employee personally owned computing devices except for what is necessary to support the continuation of University business, as determined by the Vice President of Technology.

OBU Technology Services staff may operate a personal device on the University network if: it is determined to be necessary to support the continuation of University business; it is necessary to test or operate a University system; or it is deemed to be necessary for use in an “emergency” situation, as determined by the Vice President of Technology

Oklahoma Baptist University does not assume liability for any maintenance, damage, or loss of data on a personal device.

### **Enforcement**

Flagrant violations of this policy will be referred to OBU Human Resources and subject to disciplinary action based on the severity of the offense and impact to the university.

**Document Version History**

1.0	06/28/2024	Initial Release
1.1	07/08/2024	Added exceptions for Technology Services staff.
1.2	7/11/2024	Added acknowledgement section.
1.2	8/12/2024	Approved by President's Cabinet.

## Appendix I - PROTECTION OF MINORS POLICY AND PROCEDURES

### Purpose

This policy exists to establish Oklahoma Baptist University (OBU) as an institution of higher education committed to ensuring the provision of a safe environment for children and young people where they feel protected, safe, and encouraged to reach their full potential.

Failure to comply with the requirements of this policy will result in disciplinary action up to and including termination of employment. Failure to comply with the provisions of this policy may result in cancellation of an event and/or discipline in accordance with all applicable OBU handbook policies, up to and including termination of employment, termination of contract, dismissal from OBU, issuance of No-Trespass Notices, and/or disqualification for participation in future volunteer activities. Knowingly making a false report or complaint under this policy, or knowingly providing false or intentionally misleading information during an investigation, may also result in disciplinary action up to and including termination of employment and/or dismissal from OBU. All OBU employees, volunteers, outside entities, and university guests or associates should also be mindful that failing to report child abuse and neglect, as well as knowingly making a false report, is considered a crime in the state of Oklahoma.

These policies and guidelines are applicable to all Oklahoma Baptist University faculty, staff, volunteers, outside entities, and guests of the University engaged with minor children on campus. While the information in this document should be sufficient to cover the vast majority of scenarios related to working with minors on campus, certain circumstances may arise that are not specifically addressed in this policy. In that circumstance, contact the Human Resources Office with questions immediately.

### Definitions

For the purposes of this policy, the following terms are defined as specified:

- **Abuse or neglect of minors-** means infliction of physical or mental injury, sexual abuse, or exploitation, or negligent treatment or maltreatment of a person under age 18.
- **Authorized adults-** means all individuals including faculty, staff, volunteers, outside entities and OBU guests who are responsible for the care and custody of, or who might have unsupervised interactions with, minors engaged in programs or activities on the OBU campus who have successfully completed the background check process. This includes OBU students engaging with minors as student workers or student volunteers in any official capacity.
- **Campus-** means all buildings, facilities, and properties that are owned, operated, managed, rented, or controlled by the university and used for OBU programs.
- **External organization-** means all third-party vendors or other non-OBU organizations or individuals that use and/or rent OBU facilities to conduct a program or activity wherein minors participate or are present pursuant to an approved contract with any OBU office or program.
- **Minor-** refers to a person who is under the age of 18, but does not include students enrolled at OBU, attendees at new student orientation sessions, or student employees of Oklahoma Baptist University.
- **Program leader-** means the person primarily responsible for the management, oversight, and implementation of any program for minors.
- **University program-** means an activity for minors (1) operated or sponsored by an OBU department, college, or school, (2) during which OBU assumes responsibility for the care and custody of the minors. This includes ongoing or planned events that are designed to include

minors such as camps, lessons, workshops, clubs, teams, projects, practices, choirs, bands, tours, open-houses, laboratories, recruiting activities, and clinical settings.

- **University program-** does not mean:
  - Activities where minors are directly supervised by parents, guardians, chaperones, or third-party entities.
  - Primary and secondary grade groups visiting campus as members of campus tours or in large group settings.
  - Patrons of educational or entertainment events or activities on campus that are open to the public in general.
  - Human subjects research involving minors that is conducted under the oversight of an institutional review board.

## REQUIREMENTS

### Duty to Report Suspicion of Neglect and Abuse of a Minor

- According to Oklahoma state law, every individual is required to report any reasonable suspicion of child abuse and/or neglect (physical, sexual, mental, or otherwise) directly to the Oklahoma Department of Human Services (DHS).
- If any individual, including any OBU employee, has reason to believe that a Minor is the victim of abuse or neglect, it is the individual's duty to report it immediately. This reporting obligation is on the individual who suspects abuse.
- The DHS hotline for reporting is **1-800-522-3511**.
- Every OBU authorized adult shall also report any suspected abuse/neglect of any minor with any connection to OBU to the Director of Human Resources in the HR Department by calling 405-585-5161 or extension 5161 from an OBU campus phone.
- OBU authorized adults are expected to report abuse even when they do not know with certainty that abuse is taking place. Reasonable suspicion, or cause to believe or suspect that child abuse has occurred, is sufficient for a report to be made.
- When in doubt, report it.
- The duty to report includes, but is not limited to, the requirement that OBU authorized adults report any suspected abuse that they witness occurring on or learn of related to OBU premises or at an OBU-sponsored program or activity, regardless of the location of the event.
- The duty to report includes both Minors who are currently enrolled at OBU or accepted for enrollment, and Minors who are not enrolled or accepted for enrollment as students at OBU but who participate in an OBU program or activity designed to include Minors or who otherwise become known to OBU authorized adults in their respective capacities. This includes minors who are on the OBU campus attending an event hosted by an outside entity.

### Reporting Procedures

Utilize the 3 steps shown below to report suspected abuse and neglect:

- If the abuse is life threatening, immediately dial 911
- Report the Abuse/Neglect to DHS by contacting the 24-hour Hotline: 1-800-522-3511
- Notify OBU the Director of Human Resources in the Human Resources Department at 405-585-5161 or extension 5161 from an OBU campus phone.

## **Reporting Information**

When calling to report suspected child abuse and neglect, it is important to have as much factual information in front of you as possible to enable a prompt investigation; however, the lack of information available must not deter immediate reporting.

- Name, age, gender, and current location of each Minor affected
- Address of Minor(s) affected
- Name of parent(s) or person(s) having custody
- Exact location, date, and time of the alleged abuse and/or neglect
- Name, address, phone number, and relation to the child of the person(s) allegedly responsible for the abuse and/or neglect
- Name of person making the report and where s/he can be reached (NOTE: anonymous reporting is available in most states)
- Nature and extent of any injuries, abuse and/or neglect, including any evidence of prior injuries, abuse, and/or neglect
- Any other information that might be helpful to those investigating.

## **Duty to Cooperate**

All OBU authorized adults shall cooperate with investigations of alleged child abuse/neglect, including agency- initiated, law enforcement-initiated, and/or internal investigations. All OBU authorized adults shall also cooperate with investigations of alleged violations of this Policy and any applicable OBU policies/procedures.

## **Retaliation Will Not Be Tolerated**

Retaliatory acts against any OBU authorized adult who makes good faith reports or complaints under this Policy, and/or who cooperates in the investigation and handling of such reports, even if the report is later deemed unfounded, will not be tolerated. Any OBU authorized adult who believes that they are the subject of retaliation should contact the Human Resources (HR) Department at 405-585-5161 or extension 5161 from a campus phone. OBU will promptly investigate all complaints of alleged retaliation.

## **OBU PROGRAM/EVENT SAFEGUARDS**

### **Duty to Submit Background Checks**

- Criminal Background Checks
  - All outside entities renting or using the OBU campus to conduct an event or program involving minors will attest to having clear background checks on file for each and every outside party who will be on the OBU campus to work with minors.
  - All OBU employees, regardless of position or potential for interaction with minors on the OBU campus or at an OBU program or event must undergo a comprehensive background check through the OBU HR department by the appointed background screening company, unless a current background check that has been completed within the past 2 years is currently on file with the OBU HR Department.
  - All OBU authorized adults who are responsible for the supervision or care of minors, or

whose duties would require close contact with minors who are not enrolled or accepted for enrollment at OBU, must undergo a comprehensive background check through the OBU HR department by the appointed background screening company, unless a current background check that has been completed within the past 2 years is currently on file with the OBU HR Department.

- A background check is defined as a background check that was successfully passed within two (2) years of any program or event start date, which includes at a minimum, the screening results from the National Criminal Database, the National Sex Offender Registry, and Social Security checks from all counties (as revealed by the SSN trace).
- Background checks that reveal convictions will be reviewed by HR for determination of eligibility for employment or service. Such determination will be communicated to the appropriate hiring manager, director, or volunteer coordinator.
- In rare and extenuating circumstances (e.g. the need for numerous volunteers with short lead time due to a verified emergency) an alternative to background checks may be allowed with the Human Resources Office. At a minimum, the alternative method must include the following:
  - Attestation of good moral character by the individuals prior to the program/event start date;
  - Physical proof of clear background check that was run within the past two (2) years of the program/event start date from an existing employer or volunteer agency that is approved by the OBU HR Department;
  - Recording the names and contact information for the individuals prior to the program/event start date;
  - Requiring individuals to show a valid photo ID prior to the program/event start date; and,
  - Verifying the names have been checked against the online sex offender registry by the OBU HR Department and disqualifying anyone who is listed in the registry.
  - Campus officials should consider the duration of every event or program, whether or not overnight accommodations are involved, and how recently the individual was last required to submit to a background check before allowing an exception to the background check requirement.

## **Risk Mitigation Practices**

Program and/or event leaders will ensure that the following risk mitigation practices are adhered to within their Programs and/or events:

1. Every adult scheduled to supervise or provide care for minors in a program or event will: be at least 18 years of age; have successfully passed a background check; have completed the Acknowledgment of Mandated Reporter Status and Standards of Conduct with Minors (included as an addendum and incorporated into this Policy); and,
2. Every Authorized Adult complies with the Conduct Requirements set forth in the Acknowledgement Form;
3. Every minor participating in a Program must be provided with reasonable and appropriate supervision by an OBU Authorized Adult while that minor is on campus or at an OBU sponsored program or event, regardless of location;
4. OBU Authorized Adults should be aware that having a second individual present with the OBU Authorized Adult and any individual minor is required at every Program so that no one OBU

Authorized Adult can be alone with a single minor in any enclosed, non-public, or otherwise secluded area. This is a required best practice, and another OBU Authorized Adult or non-minor is preferable as the second individual present, but additional minors present is acceptable so that a one-on-one scenario between an OBU Authorized Adult and a minor is not possible and would thereby be a minimum level of safeguard as well.

5. Both traditional classroom instruction and non-traditional learning experiences for the purpose of instruction shall comply with all mandatory reporting requirements of this Policy, along with all other OBU policies/procedures related to classroom safety.
6. Any coaches who accompany their teams shall be counted as OBU Authorized Adults for purposes of providing reasonable and appropriate supervision at overnight camps for junior high and high school athletic teams.
7. Any required one-on-one counseling taking place between an OBU Authorized Adult and a Minor must occur in a room with an unlocked door that has an unobstructed glass window providing a full view of the entire room.
8. Every program or event should establish security and emergency measures for minors, including, but not limited to:
  - i. Identification procedures for all authorized parents and/or guardians who will drop off and pick-up minors participating in programs on campus;
  - ii. Specified drop off and pick up procedures including requirement that OBU Authorized Adults may not release a minor under the age of 13 to anyone other than a custodial parent or legal guardian without written authorization from the parent/guardian that his/her child may be released to that individual;
9. The collection of emergency contact information from the minor's parent or guardian;
  - i. Communication of how parents or guardians may reach their minor in the event of an emergency;
  - ii. Communication of how parents or guardians may be contacted in the event of an emergency;
  - iii. Oversight of Minors in specified space during free time, mealtimes, or before the program or event begins;
  - iv. Inclement weather plans;
  - v. Where to go if lost; and,
  - vi. Steps to take in the event of an emergency on campus (e.g., fire, tornado, etc.), including shelter-in-place locations within each facility used by the program or event.
10. Restroom supervision for Minors under the age of 13: OBU Authorized Adults will make sure the restroom is not occupied by suspicious or unknown individuals before allowing minors to use the facilities. An OBU Authorized Adult will stand outside the doorway while minors are using the restroom. If OBU Authorized Adults must assist younger children, doors to the facility must remain open.

#### Use of Release Forms

- All OBU-sponsored programs or events involving minors will utilize a release form to mitigate liability risks to the Oklahoma Baptist University and program or event staff.
- A program or event that desires to use the image or likeness, voice, testimony, story, biographical information, and/or intellectual property of a minor in any format for any purpose must have some type of media release completed on each minor prior to using said items.
- Program or event staff and OBU authorized adults should keep in mind that the signature of a

parent/guardian is required on all release forms for minors.

**ACKNOWLEDGEMENT OF MANDATED REPORTER  
STATUS AND STANDARDS OF CONDUCT WITH MINORS**

**Child abuse, neglect, and inappropriate conduct, including but not limited to the following, is prohibited:**

- Engaging in any form of **physical abuse** of a child (e.g., punching, beating, kicking, biting, shaking, throwing, stabbing, choking, burning, or hitting with any object).
- Engaging in any form of **sexual abuse** of a child (e.g., fondling a child's genitals, penetration of any type, incest, rape, indecent exposure, transmission of a sexual disease, exploitation through prostitution or the production of pornographic materials, and making pornographic or sexually explicit materials available to a minor).
- Engaging in **emotional / psychological abuse** of a child (e.g., constant criticism, threats, or rejection, and withholding love, support, or guidance).
- **Neglecting** the duty of care for a child under the adult's supervision, including but not limited to:
  - failing to protect children's health and safety (e.g., exposure to unreasonable risk of injury or extreme weather)
  - failing to ensure the use of appropriate protective equipment (e.g., in laboratory or athletic participation)
  - failing to meet children's basic needs (i.e., food, clothing, shelter)
  - leaving children consistently unsupervised.
- Leaving a Minor in the care of a person that is not an Authorized Adult or in an area that is off-limits to Minors.
- Engaging in the use of alcohol or illegal drugs or being under the influence of alcohol or illegal drugs during Programs.
- Enabling, facilitating, or failing to appropriately address a Minor's use of alcohol or illegal/non-prescribed drugs.
- Having one-on-one contact with Minors outside the presence of others. It is required that activities where Minors are present will involve two or more Authorized Adults. Individual musical instruction under the auspices of the OBU School of Music or individual counseling under the auspices of the Kempt MFT Clinic is specifically exempted from this requirement; however, individual musical instruction should only occur in practice rooms or studios that have doors with windows or where doors can be left open.
- Participating in a sleepover under the auspices of Program/event, unless (1) one of the Minor's parents or legal guardians is present or (2) one of the Minor's parents or legal guardians has given consent and there are at least two (2) Authorized Adults present at all times.
- Sharing a bed or sleeping bag with a Minor.
- Being alone with a Minor in the Authorized Adult's living quarters.
- Showering, bathing, or undressing with or in the presence of Minors.
- Taking any photographs, images, or videos of Minors or posting photographs or videos on a digital, electronic, hosted media, web-based service or any other medium without first obtaining a model release in this regard from the Minor parent or legal guardian. At no time is it appropriate for an OBU authorized adult or other Minor to take pictures, video, or any other image of a Minor in a bathroom, locker room, dressing/changing room, or swimming facility, even with a parental/guardian model release. Any exception to the swimming facility rule must be approved in advance by the OBU HR Department.
- Failing to report abuse, harassment or exploitation of Minors by other Minors participating in any Program/Event.
- Failing to report abuse, harassment or exploitation of Minors by any adult.
- Engaging in electronic communication with a Minor, including, but not limited to email, online posting, texting, calling, photo sharing, and digital file sharing, without the explicit written consent of one of the Minor's parents or legal guardians.

**ACKNOWLEDGEMENT**

I have thoroughly read the *Oklahoma Baptist University Protection of Minors Policy and Procedures* and this *Acknowledgement of Mandated Reporter Status and Standards of Conduct with Minors*, each in its entirety. I have been given the opportunity to contact the OBU Office of Human Resources with any questions regarding these documents. I fully understand the requirements set forth and agree to abide by the Standards of Conduct with Minors. **I further acknowledge and understand my mandatory duty to immediately report any suspected abuse or neglect of a Minor** in accordance with the Oklahoma Baptist University Protection of Minors Policy.

OBU authorized adult Printed Name: \_\_\_\_\_

OBU authorized adult Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix J - Policy and Procedures Addressing Pregnant and Parenting Students**

### **Title IX of the Education Amendments of 1972**

Effective: April 1, 2024

#### **Preamble**

Oklahoma Baptist University (OBU) is committed to providing a supportive learning environment for students who are pregnant, who were recently pregnant, persons with pregnancy-related conditions, and new parents (including through adoption or fostering). It is the University's policy to provide appropriate and reasonable accommodations to educational programs and activities, allowing students to continue their education at Oklahoma Baptist University.

#### **Overview**

Under the Department of Education's (DOE) Title IX regulations, an institution that receives federal funding "shall not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery there from." According to the DOE, appropriate treatment of a student who is pregnant includes granting the student leave "for so long a period of time as is deemed medically necessary by the student's physician," and reinstating the student to the same status as was held when the leave began.

This generally means that students who are pregnant should be treated by the University the same way as someone who has a temporary disability and will be given an opportunity to make up missed work if possible. Extended deadlines, make-up assignments (e.g., papers, quizzes, tests, and presentations), tutoring, independent study, online course completion options, and incomplete grades that can be completed at a later date are options faculty can employ through the assistance of the Office of Disability Services.

In situations such as clinical rotations, performances, labs, and group work, the University will work with the student to devise an alternative path to completion, whenever possible.

Students are encouraged to work with their instructors and the University's support systems, such as the Office of Disability Services and Student Financial Services, to devise a plan for how best to address any limiting conditions as pregnancy progresses, anticipate the need for leave, minimize the academic impact of their absence, and get back on track as efficiently as possible. The Title IX Coordinator will assist with plan development and facilitate implementation as needed. Nothing in this policy requires modification to the essential elements or learning outcomes of any academic program.

The Title IX Coordinator has the authority, if needed, to: (1) determine that such accommodations are necessary and appropriate; and (2) inform faculty members of the need to adjust the program and/or course parameters accordingly but will partner with the Office of Disability Services for the accommodation letters to be sent to professors according to standard practices.

Administrative responsibility for accommodations overseen by the Office of Disability Services lies with that office while ensuring access to the Title IX Coordinator as needed. Instructors or other OBU employees who provide pregnant or parenting students accommodations are required to inform the Title

IX Coordinator of those accommodations so required documentation is centrally maintained through the Office of Disability Services.

### **Definitions (in regards to this policy)**

Office of Disability Services: works with the faculty and the student to mitigate institutional barriers and equip students to have equal educational access.

Medical Necessity: a determination made by a licensed health care provider (of the student's choosing) that a certain course of action is in the best interest of the patient's health.

Parenting: the raising of a child or attending to the child's medical needs by the child's parents in the reasonably immediate postpartum period.

Partner: refers to the non-birthing parent.

Pregnancy and Pregnancy-Related Conditions: includes (but not limited to) pregnancy, childbirth, false pregnancy, termination of pregnancy, conditions arising in connection with pregnancy, and recovery from any of these conditions.

Pregnancy Discrimination: includes treating a student affected by pregnancy or pregnancy-related condition less favorably than similar individuals not so affected, and includes a failure to provide legally mandated leave or accommodations.

Pregnant Student/Birth Parent: a student who is or was pregnant.

Reasonable Accommodations: changes in the academic environment or typical operations that enable pregnant or parenting students, or students with pregnancy-related conditions to continue pursuing their studies at the University.

### **Obtaining Supportive Measures and Privacy**

While pregnancy disclosure is entirely voluntary, in order to receive medically necessary accommodations, or to determine if alternative academic adjustments are needed, it is the student's responsibility to inform their instructors, the Office of Disability Services, and/or the Title IX Coordinator. As a student's needs change over time, their individual plan may be adjusted.

The Office of Disability Services can provide the required documentation for a short-term disability leave, if needed, and will inform the instructors and the Title IX Coordinator of all accommodations formulated through that office for the student.

Information about a pregnant student's request for accommodations will be shared with OBU employees only to the extent necessary in order to provide reasonable accommodations. OBU employees will regard all information associated with such requests as private and will not disclose this information unless it is necessary.

<b>Disability Services Office</b>	<b>Title IX Coordinator</b>
Ms. Joy Carl, Director	Dean of Student Services
Geiger Center 101	Geiger Center 101
joy.carl@okbu.edu	anna.howle@okbu.edu
(405) 585-5285	(405) 585-5250

### **Reasonable Accommodations**

The University and its faculty and staff will not require students to limit their studies as the result of pregnancy or pregnancy-related conditions.

The benefits and services provided to students affected by pregnancy will be no less than those provided to students with temporary medical conditions.

Students with pregnancy-related disabilities, like any student with a short-term or temporary disability, are entitled to reasonable accommodations so that they will not be disadvantaged in their courses of study and may seek assistance from the Title IX office and/or the Office of Disability Services.

Pregnant or parenting students who must take a medical short-term disability leave of absence shall be allowed to return to their course of studies with the same academic and extracurricular status as before the leave began.

At their sole discretion, the student may decide to withdraw from the University, either permanently or for a period of time, due to the pregnancy or conditions associated with the pregnancy. The University's withdrawal and/or readmission procedures will apply.

No artificial deadlines or time limitations will be imposed on requests for accommodations; however, accommodations cannot be implemented retroactively.

Pregnant and/or parenting students have the right to participate in, and finish internships related to, their academic work. If health concerns related to pregnancy impact the completion of an internship, students are encouraged to contact their supervisor and/or the Title IX Coordinator.

Students receiving financial assistance or scholarships from the University will not be negatively impacted by pregnancy or any pregnancy-related condition. However, the financial aid received by a student who decides to temporarily withdraw from the University for non-medical reasons related to the pregnancy could be impacted. Students are strongly encouraged to speak with their financial aid counselor if considering this option.

Reasonable accommodations may include, but are not limited to:

- Requests by a pregnant student to protect the health and safety of the student and or the pregnancy (such as allowing the student to maintain a safe distance from hazardous substances).
- Making modifications to the physical environment (such as accessible seating).
- Allowing for additional restroom breaks.
- Extending deadlines and/or allowing the student to make up tests or assignments missed for pregnancy-related absences.
- Opportunities to make up work missed during absences related to a pregnancy.
- If attendance is graded, an alternative way of making up missed attendance points must be provided.
- Offering remote learning options when feasible and is determined by each faculty member.
- Excusing medically-necessary absences

This must be granted, irrespective of classroom attendance requirements set by a faculty member, division, or program.

Upon their return, the student will be reinstated to the extent possible to the same status held prior to the absence.

Documentation from a doctor can only be required if it is required for other medically related absences.

Implementing incomplete grades for classes that will be resumed at a future date.

Allowing breastfeeding students reasonable time and space to pump breast milk in a location that is private, clean, and reasonably accessible. A student can contact the Title IX Coordinator to determine a location within a specific campus building.

### **Modified Academic Responsibilities for Parenting Students (as defined in Sec. III)**

Students who wish to remain engaged in their coursework but need to adjust their academic responsibilities for a period of time because of: (1) the birth of a child; (2) the adoption of a child; or (3) the placement of a foster child, may request an academic modification for a time period determined in partnership with the Office of Disability Services, the student, and with the student's agreement, their advisor. The Title IX Coordinator will be notified of this agreement and can facilitate the agreement if needed.

During the modification period, the student's academic requirements will be adjusted and deadlines postponed as appropriate, in collaboration with the appropriate academic programs, the student's academic advisor, the Office of Disability Services, and/or the Title IX Coordinator.

Students seeking a period of modified academic responsibilities may consult with the Office of Disability Services or the Title IX Coordinator to determine appropriate academic accommodations requests. The Office of Disability Services or the Title IX Coordinator will communicate all requests under this policy to the student's faculty and coordinate accommodation-related efforts with the faculty.

Students are encouraged to work with their advisors and instructors to reschedule course assignments, lab hours, examinations, or other requirements, and/or to reduce their overall course load, as appropriate. The Office of Disability Services in conjunction with the Title IX Coordinator, if needed, can help

facilitate needed accommodations and modifications.

Students can request modified academic responsibilities under this policy regardless of whether they elect to take a leave of absence.

While receiving academic modifications, students will remain registered and retain benefits accordingly unless there are legal requirements regarding benefits based on a reduction of hours to a part-time status.

### **Leave of Absence**

As long as a student can maintain appropriate academic progress, the University's faculty and/or staff will not require the student to take a leave of absence or withdraw from or limit their studies as the result of pregnancy, childbirth, or related conditions. It is important to remember that nothing in this policy requires modification of the essential elements or learning objectives of any course or academic program.

Enrolled students may elect to take a leave of absence because of pregnancy, birth of a child, adoption, or foster placement of a child. The leave of absence is initiated through the Office of Disability Services, under Federal guidelines, and may be extended in the case of extenuating circumstances or medical necessity.

To the extent possible, the University will take reasonable steps to ensure that upon return from leave, students will be reinstated to their academic program with the same academic status as when the leave began. Students will not be negatively impacted by or forfeit their future eligibility for their University scholarship/s or similar University-supported funding by exercising their rights of a leave of absence under this policy.

Students who re-enroll at OBU after earning more than 15 hours at another institution will be treated as a transfer student and University transfer scholarship awarding policies will apply.

Students should contact Student Financial Services with any questions they have regarding tuition and financial aid.

The Title IX Coordinator can be an advocate for students with respect to financial aid in the event that a medical leave of absence places their eligibility into question.

### **Retaliation and Harassment**

Harassment, based on pregnancy or parental status, by any member of the University community is prohibited.

University employees are prohibited from interfering with a student's right to take leave, seek reasonable accommodations, or otherwise exercise their rights under this policy.

University employees are prohibited from retaliating against students for exercising the rights articulated by this policy, including imposing, or threatening to impose, negative educational consequences because students request leave or accommodations, file a complaint, or otherwise exercise their rights under this policy.

## Reporting

The Title IX Coordinator is responsible for overseeing complaints of discrimination involving pregnant and parenting students. If a student is experiencing harassment, discrimination, or retaliation due to pregnancy or a related condition, the University will address all complaints through the appropriate policy and provide supportive measures.

Submit complaints to the Title IX Coordinator, through the University's Student Online Complaint form at <https://www.okbu.edu/title-ix/reporting-process.html> or with the Department of Education.

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