ATSU | A.T. Still University

FIRST IN WHOLE PERSON HEALTHCARE

EMPLOYEE HANDBOOK

Welcome to the A.T. Still University family!

ATSU blends the best of 130 years of health professions education excellence with a learning-centered culture, innovation, whole person healthcare, interprofessional opportunities, osteopathic tenets, and unique strategic partnerships. Adding and sharing your talents is essential to the University's continued success, growth, and progress on the journey to preeminence.

This ATSU *Employee Handbook* contains important information on personnel policies, benefits, and practices designed to serve as a resource and assist you with becoming better acquainted with the University. ATSU's excellent Human Resources staff is also available to guide you and answer questions. May your time with A.T. Still University be filled with professional success and a great sense of accomplishment as we work together, hand in hand, to educate tomorrow's healers and leaders in healthcare. I can think of no greater calling.

With warmest regards,

Craig M. Phelps, DO, '84
Chancellor

Contents

INTRODUCTION 5
THE UNIVERSITY 5
THE MISSION STATEMENT 5
ATSU HUMAN RESOURCES STATEMENT 5
ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES 5
ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES 5
NOTICE OF NONDISCRIMINATION 6
GENERAL INFORMATION 7
EQUAL EMPLOYMENT OPPORTUNITY 7
SELECTION 7
SCREENING 7
VERIFICATION OF EMPLOYABILITY 7
ORIENTATION 7
PATIENT AND/OR ANIMAL CARE POSITIONS 7
EMPLOYEE CLASSIFICATIONS 8
PROBATION PERIOD 8
WORK SCHEDULES 9
MEAL PERIOD AND BREAKS 9
ABSENCES AND TARDINESS 9
UNPLANNED ABSENCES 9
PARKING 10
PERFORMANCE EVALUATION 10
PROMOTION AND TRANSFERS 10
RESIGNATION AND DISMISSAL 11
COMPENSATION 11
COMPENSATION POLICY 11
TIME SHEETS 12
PAYROLL DEDUCTIONS 12
PAY DAYS, PAY PROCEDURES, AND DIRECT DEPOSIT 13

W-2 FORMS AND PAY STUBS 14
GARNISHMENTS 14
COURT PROCEEDINGS COMPENSATION 15
WORK-RELATED TRAVEL COMPENSATION 15
BENEFIT INFORMATION 15
MEDICAL INSURANCE 15
LIFE INSURANCE 16
RETIREMENT PLAN 16
FLEXIBLE SPENDING ACCOUNTS 16
SHORT-TERM AND LONG-TERM DISABILITY 16
PAID MEDICAL LEAVE 16
FAMILY AND MEDICAL LEAVE ACT 17
HOLIDAYS 18
PAID PERSONAL DAYS 19
VACATION 19
BEREAVEMENT (COMPASSION) LEAVE 19
FITNESS PROGRAM 19
EMPLOYEE DATA CHANGES 20
EMPLOYMENT PRACTICES 20
CODE OF ETHICAL STANDARDS 20
CONFIDENTIAL INFORMATION 20
LOBBYING ACTIVITIES 21
POLITICAL ACTIVITY IN SUPPORT OR OPPOSITION OF A CANDIDATE 22
PROFESSIONAL LICENSING AND VERIFICATION 22
EMPLOYEE PROGRESSIVE DISCIPLINE 22
EMPLOYEE PROBLEM-SOLVING PROCEDURE 23
DRUG-FREE AND ALCOHOL-FREE WORKPLACE 23
TOBACCO-FREE CAMPUS AND WORKPLACE 23
SAFETY 24
WORK-RELATED ACCIDENTS 24
CHILDREN IN THE WORKPLACE 24
SOLICITATION 24

EMAIL AND INTERNET USE..... 25
VALUABLES..... 25
ACKNOWLEDGMENT..... 26
APPENDIX A: ATSU POLICY NO. 90-210..... 27

All University policies may be found on the ATSU portal. Sign in at my.atsu.edu. Click on "ATSU Policies" on the left sidebar to review individual policies.

INTRODUCTION

The ATSU *Employee Handbook* ("Handbook") is a general guide regarding what is expected of an employee and what employees may expect from A.T. Still University of Health Sciences ("ATSU" or the "University"). **It is not a contract nor does it contain a complete list of all ATSU policies**. Rather, it is a brief summary of key ATSU policies and practices affecting employment. Please read this Handbook thoroughly. Questions may be directed to an appropriate supervisor. Questions may also be directed to ATSU Human Resources by calling 660.626.2790 (Missouri) or 480.219.6007 (Arizona), or by emailing hr@atsu.edu.

The contents of the *Handbook* are subject to change. The latest version is located at my.atsu.edu on the Human Resources homepage.

THE UNIVERSITY

Established in 1892 by A.T. Still, DO, founder of osteopathic medicine, ATSU began as the nation's first college of osteopathic medicine and has evolved into a comprehensive graduate health sciences university comprised of seven schools and 27 health profession programs on campuses in Kirksville, Missouri; Mesa, Arizona; and San Luis Obispo, California; and online. ATSU students span the professions of osteopathic medicine, athletic training, audiology, dentistry, occupational therapy, physical therapy, physician assistant studies, speech-language pathology, health administration, education, health sciences, kinesiology, nursing, public health, and biomedical sciences. Each ATSU program integrates whole person healthcare into its curriculum and emphasizes development of competencies in interprofessional collaboration, cultural proficiency, critical thinking, social responsibility, and interpersonal skills. Inspired to influence whole person healthcare, ATSU graduates improve individual and community health while leading with a selfless passion.

THE MISSION STATEMENT

A.T. Still University of Health Sciences serves as a learning-centered university dedicated to preparing highly competent professionals through innovative academic programs. The University is committed to continuing its osteopathic heritage and focus on whole person healthcare, scholarship, community health, interprofessional education, diversity, and underserved populations.

ATSU HUMAN RESOURCES STATEMENT

The mission statement of the University may be fulfilled only when the Board of Trustees, staff, faculty, and administration, work together in an atmosphere of mutual trust and cooperation and an environment free from conflict. Those we serve necessitate we work together in mutual respect of one another's functions and each person's importance as an individual.

ATSU employees may expect to be treated fairly with dignity and respect. Employee safety, security, and future welfare are of great concern to the Board of Trustees and administration of this University. In turn, ATSU expects all employees to represent the University and perform in a manner befitting a professional.

ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

Employees with disabilities may request accommodations to enable performance of essential job functions. To request accommodations, contact Human Resources at 480.219.6007 (AZ) or 660.626.2790 (MO). A physician recommendation affirming the existence of a disability and a desired accommodation is requested in order to facilitate employee accommodations. Please see ATSU Policy No. 90-211: Accommodations for Employees.

ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

Faculty and staff members should be aware of the process whereby students with disabilities may seek accommodations under federal law and ATSU policy. Accommodations are provided for qualified ATSU students with

disabilities to ensure academic requirements do not have discriminating effects. Any student seeking accommodations due to a documented disability is required to register with ATSU Learning Resources & Accommodation Services. Faculty should not provide disability-related accommodations without referral to and notice from ATSU Learning Resources & Accommodation Services. Students seeking accommodations must begin the process by contacting ATSU Learning Resources & Accommodation Services at accommodations@atsu.edu.

Please see ATSU's Policy and Procedures for Students with Disabilities for more information.

NOTICE OF NONDISCRIMINATION
(ATSU Policy No. 90-210: Prohibition of Discrimination, Harassment, and Retaliation)

A.T. Still University (ATSU) does not discriminate on the basis of race, color, religion, ethnicity, national origin, sex (including pregnancy), sexual orientation, age, disability, or veteran status in admission or access to, or treatment or employment in its programs and activities. Sexual harassment, dating violence, domestic violence, sexual assault (e.g., non-consensual sexual contact/intercourse), stalking, harassment, and retaliation related to protected activity are forms of discrimination prohibited by ATSU. More information, including ATSU Policy No. 90-210: Prohibition of Discrimination, Harassment, and Retaliation, may be found at www.atsu.edu/titleix.

To report violations of ATSU's nondiscrimination policies, request information, or for assistance filing a police report, contact the following persons:

Arizona campus -Employee
Tonya Fitch
Director of Human Resources
Deputy Title IX Coordinator
5850 E. Still Circle
Mesa, AZ 85206
480.219.6007
tfitch@atsu.edu

Missouri campus -Employee
Donna Brown
Assistant Chief for
Human Resources
Deputy Title IX Coordinator
800 W. Jefferson St.
Kirksville, MO 63501
660.626.2790
dbrown@atsu.edu

California Campus-Employee
Tonya Fitch
Director of Human Resources
Deputy Title IX Coordinator
5850 E. Still Circle
Mesa, AZ 85206
480.219.6007
tfitch@atsu.edu

Arizona campus-Student
Michael Zajac
Associate Vice Chancellor
for Student Affairs
Deputy Title IX Coordinator
5850 E. Still Circle
Mesa, AZ 85206
480.219.6026
michaelzajac@atsu.edu

Missouri campus-Student
John Gardner
Director, Policy and
Employee Education
Title IX Coordinator
800 W. Jefferson St.
Kirksville, MO 63501
660.626.2236
lhaxton@atsu.edu

California Campus-Student
Dianne Korth
Director of Student Affairs
Deputy Title IX Coordinator
651 Tank Farm RD
San Luis Obispo, CA 93401
805.621.7681
diannekorth@atsu.edu

Alternately, discrimination complaints, reports, or questions may be directed to the ATSU Title IX coordinator:

John Gardner
Title IX Coordinator
800 W. Jefferson St.
Kirksville, MO 63501
660.626.2113
titleix@atsu.edu

Please see Appendix A for the complete ATSU Policy No. 90-210: Prohibition of Discrimination, Harassment, and Retaliation.

End of ATSU Policy No. 90-210

GENERAL INFORMATION

EQUAL EMPLOYMENT OPPORTUNITY

It is University policy to provide equal employment opportunity to all otherwise qualified individuals without regard to race, color, religion, ethnicity, national origin, sex (including pregnancy), sexual orientation, age, disability, or veteran status, except where sex is a bona fide occupational qualification. Equal employment opportunity includes, but is not limited to, recruitment, hiring, training, assignment, compensation, promotion, and transfer. Please refer to ATSU Policy No. 90-100: Equal Employment Opportunity Policy for details.

SELECTION

ATSU employees are selected based on qualifications and are expected to learn and perform the assigned job. The hiring decision is based upon an available position and the applicant's experience, education, skill, references, and stated desire to do a good job.

SCREENING

ATSU departments are responsible for ensuring applicable screening is conducted on all appropriate employment applicants, certain new and current employees, and students. This may include verification of academic credentials, relevant licenses or certifications, work history, job performance, and criminal background checks. See ATSU Policy No. 90-103: ATSU Screening Policy for Employees.

VERIFICATION OF EMPLOYABILITY

ATSU hires only individuals authorized to work in the United States. ATSU will not discriminate on the basis of national origin. However, in accordance with the Immigration Reform and Control Act of 1986 (IRCA), ATSU must have verification of authorization to work and identification from all newly hired employees within three (3) days of start date.

IRCA prohibits knowingly hiring unauthorized aliens. ATSU utilizes E-Verify through the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Services. Employers are responsible for verifying the identity and employment eligibility of each employee hired or rehired. This is accomplished through completion of the I-9 form, which is completed after a job offer has been accepted.

ORIENTATION

The orientation process begins immediately after the commencement of work. Departments will conduct ongoing in-service education and on-the-job training under supervisor direction. Human Resources conducts regular and continuous University-wide orientation programs that should be attended. Employees will have access to orientation materials online for review.

PATIENT AND/OR ANIMAL CARE POSITIONS

All new employees at ATSU clinics will receive a tuberculin skin test or interferon gamma release assay test at no charge to the employee. Employees at all ATSU clinics must be immunized against the following transmittable diseases: measles, mumps, rubella, hepatitis B, varicella, tuberculosis, influenza, diphtheria, tetanus, and pertussis.

Animal care employees may be required by ATSU to undergo a physical examination. Continued employment is contingent upon the results of the physical exam. The examination is necessary to ensure safety and verify ability to perform essential job-related functions. The physical will be performed at no charge and will be repeated annually.

Employees who have potential exposure to bloodborne pathogens will be required to complete bloodborne pathogens training and will be offered the hepatitis B vaccination free of charge. Please refer to ATSU Policy No. 30-100: Needlestick/Bloodborne Pathogens and ATSU Policy No. 95-107: Disease Exposure Prevention and Control Plan for details.

At any time, employees may be required to submit to a physical examination at the discretion of the administration and/or supervisor. Proof of immunization records may be required as well.

EMPLOYEE CLASSIFICATIONS

Temporary employee: A temporary employee is one whose employment is for a designated consecutive length of time, usually not to exceed six (6) months.

Part-time employee: A part-time employee is regularly scheduled to work less than 30 hours per week.

Full-time employee: A full-time employee is regularly scheduled to work 30 or more hours per week.

Change in employee classification: Change of classification from full-time to part-time may not be automatic by virtue of a temporary change in work schedule if the intent is to return to the original schedule after a short time.

Continuous service: Eligibility for paid time off, such as vacation, and medical leave is based on continuous full-time service. It is advantageous to maintain consistent full-time service. Previous full-time service may not be considered in determination of benefits if an employee is terminated and later re-employed, or if an employee's status changes from full-time to part-time and then returns to full-time, unless otherwise stated by state law. Please refer to ATSU Policy Nos. 90-309: Vacation Benefits and 90-312: Paid Medical Leave Benefits for details.

Employee separation: If an employee separates from employment at ATSU and is rehired within 60 days of the date of separation, all paid leave accrual (excluding any vacation paid out upon separation) and benefits will resume as though the employee did not separate from ATSU. Standardized patients and work study employees may return to employment up to one (1) year after a discontinuation of employment. Standardized patients and work study employees may be rehired and return to employment up to one (1) year after being placed in an inactive status. Standardized patients and work study employees who return to employment within one (1) year will have employment paperwork on file and only changes requested by the employee will be updated. The I-9 form will be verified specifically for expiration of documents and may need to be updated prior to returning to active status.

PROBATION PERIOD

Employees begin in a probation period for the first 90 calendar days after commencing work to get acquainted with the new position and demonstrate suitability to the supervisor. During the probation period, ATSU reserves the right to terminate employment, with or without notice, without obligation.

Shortly before the probation period ends, the supervisor may complete a performance evaluation. At the supervisor's discretion, the probation period may be extended before final determination of employment status is made.

Upon satisfactory completion of the probation period, the employee will be considered a regular employee. Regular status does not guarantee continued employment. Employment with ATSU is "at-will" unless governed by an employment contract. The employment relationship may be terminated by either ATSU or the employee at any time, without notice, for any reason or no reason at all.

Applicable employee benefits will be based on the actual date of regular employment. If employment is terminated prior to the end of the 90-day probation period, no vacation benefit will be paid out. ATSU will comply with any

states who have laws which require a payout within the 90-day probation period (e.g. California).

WORK SCHEDULES

The normal business hours for ATSU are typically Monday through Friday from 8:00 a.m. to 5:00 p.m. Exempt employees are paid an established monthly salary and are expected to fulfill the duties of their positions regardless of the hours worked. They do not receive compensatory time (comp time) or additional compensation for working more than 40 hours in a work week.

The normal work week for a full-time hourly employee is 40 hours (see page 8 for employee classifications), worked in five (5) eight-hour shifts within a calendar week. Because of the varying nature of services offered, work schedules may vary from department to department. Shift assignments, hours and days of work, holidays, vacations, lunch periods, and break periods are scheduled by the supervisor to provide necessary coverage of the work area. It may be necessary to change work schedules from time to time to meet departmental needs.

Full-time employees must work normal scheduled hours each pay period as benefits are determined based on these hours. Unworked, normally scheduled hours will be completed with any available personal days, vacation, and/or medical time if applicable. If no paid time off is available, pay will be reduced to reflect actual work time.

While employees are hired to perform particular duties within assigned areas, the need to work in more than one area of ATSU may arise.

MEAL PERIOD AND BREAKS

For hourly employees, a 30-minute to one-hour unpaid meal period may be provided during each eight-hour work shift. Two (2) paid 15-minute breaks are not guaranteed but are usually provided during each eight-hour shift. It is sometimes necessary to skip or reschedule break periods due to emergencies or work requirements. Employees may not forfeit break periods in order to come to work late or leave work early. ATSU will honor all state and local laws, ordinances, and regulations regarding meal breaks which may conflict with this guidance.

ABSENCES AND TARDINESS

To maintain an efficient and productive work environment, it is important to be on the job and on time. Employees who cannot report to work for any reason must notify the appropriate supervisor or designee. When possible, report absences at least one (1) hour prior to the regularly scheduled starting time. Employees are expected to report in each day of an absence. Employees who are absent from work for three (3) or more consecutive work days without calling to report the absence may be terminated from employment based on job abandonment. Unreported or excessive absences, tardiness, and early departures may result in disciplinary action up to and including termination.

UNPLANNED ABSENCES

An unplanned absence may be defined as one for which an employee did not obtain the required approval from their supervisor as stated per the guidelines below.

Department heads and supervisors should inform employees of the proper procedure for reporting when the employee may have an unplanned absence. Each supervisor should have a consistent notification process for all employees to utilize. To be considered for a planned absence, employees should be informed of the following:

- Method of reporting (e.g., phone call, text, email)
- Timeline (e.g., end of business on prior scheduled day, midnight of prior business day, before the scheduled work day begins)
- Backup (e.g., second in command if supervisor is unavailable)

Employees should notify their supervisor of any unplanned absence (i.e. sickness, inclement weather, school closing) as far in advance as possible. After notification by the employee of the unplanned absence, it is at the supervisor's discretion to excuse or not excuse the absence. An employee is allowed ten (10) days of unexcused unplanned absences each calendar year. Qualifying medical conditions covered by ATSU Policy No. 90-317: Family and Medical Leave Act cannot be considered an unexcused unplanned absence. Unexcused unplanned absences will result in the following corrective measures:

- Verbal warning upon six (6) days
- Written disciplinary warning upon eight (8) days
- Termination of employment after ten (10) days

Days will be tracked by each supervisor based on a calendar year (i.e. January through December). Supervisors should be observant and identify pattern absences and should take timely corrective action.

PARKING

Employees utilizing ATSU parking lots on the Kirksville, Missouri campus, Mesa, Arizona campus, and St. Louis Dental Center must register the vehicle(s) and appropriately display a parking sticker. Parking in disabled or designated patient area parking may result in fines or disciplinary action up to and including termination of employment. Please refer to ATSU Policy No. 95-116: Parking Regulations.

Consideration will be given for reasonable accommodations related to parking spaces. Contact Human Resources by calling 660.626.2790 (Missouri) or 480.219.6007 (Arizona) or email Human Resources at hr@atsu.edu.

PERFORMANCE EVALUATION

Each year employees and respective supervisors jointly review and formally evaluate job performance throughout the prior year. During the annual evaluation, a form is filled out, which becomes part of each employee's personnel file. Evaluation typically takes place just before the completion of the probationary period and thereafter on an annual basis. More frequent reviews may be conducted at supervisor discretion. Performance evaluation forms are located on the ATSU portal at the Human Resources home page.

The primary purpose of the performance evaluation is communication. A performance evaluation provides an opportunity for employees and supervisors or department heads to jointly discuss job duties, expectations, and results. Another purpose of the evaluation is to provide a basis for decisions affecting wage increases, promotional opportunities, and continued employment.

The ATSU performance evaluation process also includes completion of a professional development plan. Supervisors and employees should work together to complete the plan, based on the needs of the department and the professional ambitions of the employee. Supervisors may use this plan to anticipate budgetary requests for the next fiscal year to fund professional development activities for employees.

PROMOTION AND TRANSFERS

It is ATSU's preference to fill job openings by transfer or promotion of employees within ATSU whenever possible. To be eligible for transfer, employees should complete at least three (3) months service in a current position. Transfer applications are handled in a similar fashion to all other hiring within ATSU. Employees wishing to be considered for another position within the university should submit application materials through the ATSU application process. Supervisors should be made aware of an employee's desire to pursue other employment within ATSU prior to applying. Retaliation against any employee seeking transfer is expressly prohibited.

Applications of current ATSU employees will be considered along with those of other applicants, and selection will be made on the basis of qualifications and suitability for the position. The involved supervisors will discuss current job performance as part of the selection process. In the event of a transfer, ten (10) actual working days' notice for hourly employees and 20 actual working days' notice for salaried employees is required prior to the effective date of the transfer. However, both supervisors should identify and agree on a plan for smooth transition from one position to the next.

In order to comply with ATSU's commitment to equal employment opportunity and e *Employment Opportunity Policy*, job openings are posted on ATSU's website at atsu.edu under "Employment" for a minimum of three (3) days before a position is filled. Information regarding posted jobs is available in Human Resources by calling 660.626.2790 (Missouri) or 480.219.6007 (Arizona), or emailing hr@atsu.edu.

RESIGNATION AND DISMISSAL

Resignation from ATSU requires a minimum of ten (10) actual working days' notice for hourly employees and twenty (20) actual working days' notice for salaried employees in order to receive accrued vacation benefits except in states requiring a payout regardless of notice (e.g. California). Between the period of notice and the last day worked, employees must actually work the minimum number of days specified above. This does not include ATSU observed holidays or any other paid time off. Notice of intent to resign should be in writing. A resignation notice form may be obtained from Human Resources or found on the Human Resources home page under miscellaneous forms. Failure to provide proper notice as defined above will result in forfeiture of any accrued vacation balance. Unused vacation will be paid with the final paycheck with a maximum of one (1) year of accrual. Last day must be an actual day worked.

For voluntary resignation, final paychecks will be prepared with the next scheduled payroll unless specified by state law. In the event of dismissal from ATSU, final paychecks will be prepared as required by law. All keys and other property of ATSU must be returned to the employee's supervisor or Human Resources before the last day of work.

An employee whose position is eliminated will be given ten (10) actual working days' notice if hourly or twenty (20) actual working days' notice if salaried. Employees will be encouraged to seek a transfer to another position within ATSU during any notice period that may be given. Employees whose employment is terminated by ATSU will be given ten (10) actual working days' notice or be paid ten (10) actual working days' severance pay if hourly or twenty (20) actual working days' notice or be paid one (1) month's severance pay if salaried upon termination for any reason other than gross misconduct or insubordination. Please refer to ATSU Policy No. 90-333: Employment Separation or Transfer Process for details. Contractual employees should refer to the terms of the contract.

COMPENSATION

COMPENSATION POLICY

It is ATSU's policy to administer its compensation program in a manner that will attract well-qualified people and encourage them to utilize their talents and grow in their career development. Starting salaries are based on educational qualifications, previous experience, and current salaries being paid for similar positions within ATSU and the recruitment area, and availability of qualified applicants for the position.

All positions with ATSU have been evaluated in terms of the required skills and abilities, complexity, and degree of responsibility for the purpose of establishing relative worth in relationship to all jobs. Employees are paid a rate within the pay range to which the position is assigned.

Each position at ATSU is given a grade to determine the range of pay available for that position. New employees are normally paid the base rate of the established range for the pay grade into which they are being hired. Documented education and/or work experience beyond requirements of the job description may justify a rate of pay within the range above the base. Such documentation will be reviewed by the assistant chief for human

resources for approval.

The pay range for each job grade may be adjusted from time to time, as required by current economic conditions.

ATSU employees have the right to tell any person the amount of your own wages. ATSU will not retaliate against you for disclosing your own wages. Within Minnesota, this protection is under the Minnesota Wage Disclosure act and your remedies are to bring civil action and/or file a complaint with the Minnesota Department of Labor and Industry at 651.284.5070 or 800.342.5354.

TIME SHEETS

For hourly employees, federal and state wage and hour laws require a record of each hourly employee's time at work. Hourly employees are required to accurately record time worked using the employee time management software within each two-week pay period. Time worked should be recorded in hours and tenths. Vacation, medical leave, bereavement (compassion) leave, jury duty, etc. should be requested through the employee time management software. Each employee is responsible for his/her own time sheet, and appropriate supervisors should approve all entries. Reduced schedules should show correct holiday, vacation, sick hours, and personal days.

Overtime must be authorized in advance by a supervisor or department head. Unauthorized overtime is prohibited and could result in discipline.

Before the payroll director issues a paycheck, time sheets must be submitted via the employee time management software and receive supervisor approval. Time sheet approval must be complete by the Monday following the end of the pay period. Any time sheets with uncorrected errors may result in nonpayment for the days containing errors.

If an hourly employee fails to clock in or out during his/her normal work day schedule, the supervisor should be alerted immediately so work time may be entered manually.

For employees paid on a monthly basis:

- Time sheets must be submitted by the last day of the month.
- Supervisors must approve time sheets by the second day of the following month.

For employees paid on a biweekly basis:

- Time sheets must be reviewed Monday morning following the end of the pay period.
- Do not submit time sheets. All time recorded through the time system is automatically submitted on the employee's behalf.
- Supervisors must approve time sheets by the end of the day Monday following the end of the pay period.

PAYROLL DEDUCTIONS

ATSU will process payroll deductions consistent with federal, state, and municipal law. ATSU employees should update their W-4 regularly. For more information on Payroll policy, please see ATSU Policy No. 90-221: Payroll Policy.

Any W-4 form claiming exemption from withholding for the previous year expires on Feb. 16. Human Resources will begin withholding for any employee who previously claimed exemption from withholding but has not provided Human Resources a new W-4 form for the current year. If the employee does not provide Human Resources a new W-4 form, taxes will be withheld based on the last valid W-4 form Human Resources has for the employee not claiming exemption from withholding or, if one does not exist, as if he/she is single with zero withholding allowances. If the employee furnishes a new W-4 form claiming exemption from withholding after Feb. 16, Human Resources may apply the exemption to future wages, but does not refund taxes withheld while the exempt status was not in place. See IRS publication 15 (2013), (Circular E), Employer's Tax Guide.

New local and state forms must be completed if an employee moves. The forms must be submitted to Human Resources in advance of relocation. ATSU remote and telecommute employees are responsible for notifying ATSU Payroll of their geographical work location to ensure proper taxation, as required by applicable laws. ATSU employees are solely responsible for meeting their taxation responsibilities to federal, state, and local governmental entities. Please see ATSU Policy No. 90-106: Employee Work Location Policy.

Employees who travel to another ATSU facility to carry out work responsibilities under their job description must notify payroll in order to ensure proper taxation. Payroll will then provide the appropriate forms for an employee to complete regarding proper taxation

Other optional deductions may be taken, including payments for:

1. Dependent life insurance,
2. Supplemental life insurance,
3. Group medical insurance,
4. Dental insurance,
5. Vision insurance,
6. Employee supplemental retirement contributions,
7. United Way contributions,
8. Gifts to ATSU,
9. Flexible spending account (medical and dependent care),
10. Health savings accounts,
11. Thompson Campus Center family memberships, and
12. Other voluntary benefits.

Taxable benefits include:

1. Kirksville Aquatic Center,
2. East Valley Family YMCA, and
3. Basic life insurance in excess of $50,000.

A statement of items deducted will be shown on each check stub. In the event of termination, all sums due to ATSU will be deducted from the final paycheck to pay accounts in full, unless other satisfactory arrangements are made.

PAY DAYS, PAY PROCEDURES, AND DIRECT DEPOSIT

Salaried employees are paid on the last workday of each month. If the last day of the month falls on a weekend, direct deposits will be processed on the prior Friday.

Pay periods for hourly employees are every two (2) weeks. The pay period begins and ends at midnight every other Saturday. Hourly employees are paid on the Friday following the end of each pay period.

For additional details on Payroll, please see ATSU Policy No. 90-221: Payroll Policy.

W-2 FORMS AND PAY STUBS

Employees may now view and print W-2 forms and pay stubs online through Human Resources Information System (HRIS). An email will be sent each January to let employees know when the new W-2 has been posted.

Mailing address and email address should be updated in the HRIS by Dec. 15 in the event of relocation or employment separation to receive W-2 notifications.

Employees may access their W-2 in the HRIS. Employees can also select to go paperless for tax documents in the

HRIS. Please see the HR website, https://hr.atsu.edu, for information how to access W2s. For any questions please contact Payroll at payroll@atsu.edu.

The HRIS also has provides access to paystubs. Please see the HR website, https://hr.atsu.edu, for information how to access paystubs.

To resolve difficulty with the HRIS, please contact: Mary Lou Carter at 660.626.2791 or mcarter@atsu.edu

The IRS does not retain actual copies of Form W-2 (PDF) for prior years, except as an attachment to the tax return. However, the IRS maintains (and will provide free of charge) Form W-2 information for any purpose for the past 10 processing years. Use Form 4506-T (PDF), *Request for Transcript of Tax Return*, to request Form W-2 information. The only way to get an actual copy of a Form W-2 from the IRS is to order a copy of the entire return on Form 4506 (PDF), *Request for Copy of Tax Return*, and pay a fee of $57 for each return requested.

The Social Security Administration (SSA) will provide the Number Holder (NH) or legal representative(s) at no charge with a microprint copy of the Form W-2 requested for purposes of resolving an SSA program-related matter (e.g., resolving an earnings discrepancy in connection with the processing of a Title II and/or Title XVI claim or an SSA or NH initiated earnings investigation).

Call 800.829.3676, or visit the IRS website at www.irs.gov to obtain Form 4506 (PDF), *Request for Copy of Tax Return*, or Form 4506-T (PDF), *Request for Transcript of Tax Return*.

Call 800.772.1213, or visit the SSA web site at www.socialsecurity.gov for instructions on how to obtain wage information from the SSA.

GARNISHMENTS

A creditor may, through legal means, order ATSU to withhold a certain amount from an employee's paycheck. This type of claim is called a garnishment. Garnishments may only be changed or canceled through a court order. Upon receipt of a garnishment, the employee will be notified by the ATSU payroll director.

COURT PROCEEDINGS COMPENSATION

Full-time hourly and salaried employees who are called for jury duty will be paid their regular salary while serving on a jury if the summons for jury duty falls on regular working days/hours. It is the employee's responsibility to notify his/her immediate supervisor of the starting and ending dates of such jury duty. A written notification from the court must be obtained and submitted that identifies actual time served in order for the time to be paid by ATSU. Employees may keep compensation paid by the court to the employee for service during jury duty. Please refer to ATSU Policy No. 90-313: Absence from Work for Court Proceedings for more details on absences for court proceedings.

For employees who work a shift outside of the normal workday (i.e. 8-5 Monday-Friday) a relative amount of release time will be given for that same evening/night shift. For example, if your normal schedule is Monday-Friday 5p-1a and you served jury time from 8a-11a on one of those days, you will be given 3 hours release time at the beginning of your shift and would not be required to report to work until 8:00p.m. All employees are compensated for jury time on a 1:1 basis for hours served (based on the court documents) and hours compensated up to the total number of regularly scheduled hours for the employee each day. Jury duty pay will not be counted as hours worked and, therefore, is not subject to overtime for the normal work week.

WORK-RELATED TRAVEL COMPENSATION

Salaried employees will be paid their regular salary while traveling on ATSU business.

Hourly employees who are required to attend work-related meetings will be paid for the actual length of the meeting or for their regularly scheduled work hours. The time spent in traveling to and from out-of-town meetings will be paid in accordance with the Wage and Hour Division, Department of Labor regulations Part 785, hours worked. The number of hours to be compensated should be reported through the employee time management software for the pay period in which the travel occurred. Hourly employees are advised to contact Human Resources prior to work-related travel. Supervisors are authorized to flex time for hourly employees to account for work-related travel and avoid overtime.

ATSU Policy No. 50-101: Reimbursement for Travel Expenses explains the reimbursement procedure for travel expenses, such as mileage.

BENEFIT INFORMATION

The benefit information provided in the following section is meant to provide a brief summary of the benefit package. Plan documents and policies give more complete information of benefit programs and eligibility requirements. All benefits are subject to change. These plan documents may be found on the ATSU portal.

MEDICAL INSURANCE

The medical insurance program is a comprehensive major medical program, which includes a pharmacy plan and, if elected, dental and vision coverage. Multiple plan options are available and dependent coverage is available for families of employees, with ATSU sharing the cost of premiums. To verify which providers are in the Cigna network, visit the Cigna website. The plan document is available on the portal under Departments/HR/HR Home/Benefit Information. An employee is eligible on the first day of the month following date of hire. If an employee experiences a qualifying life event, as defined by the Department of Labor, the employee must contact Human Resources within 31 days to make applicable changes.

Discounted premiums are available to employees who participate in the Still Healthy Lifestyle Program.

LIFE INSURANCE

All full-time, benefits-eligible employees are eligible to participate in the group life insurance program upon date of hire. ATSU provides a benefit amount of $150,000 for basic life and accidental death & dismemberment insurance at no cost to employees. Dependent life insurance and supplemental employee life insurance coverage is also available under this plan. Human Resources will provide details concerning participation in this program to eligible employees.

RETIREMENT PLAN

ATSU contributes 11 percent for salaries up to and including $24,000 and 5 percent for salaries more than $24,000 and up to and including the salary amount not to exceed the annual IRS compensation limit in effect for the current plan year. Contributions are based on regular salary and exclude overtime pay, bonuses, and any other forms of supplemental remuneration. Eligible employees must have least one (1) year of service (1,000 service hours or more in a 12-month period) and are vested immediately. This 403(b) tax deferred retirement plan is through Teacher's Insurance and Annuity Association (TIAA). Employees who met eligibility requirements at another institution of higher education may begin receiving contributions the first of the month following completion of the ATSU Retirement Plan Certification of Prior Service with Institution of Higher Education form.

Employees, as of date of hire, can participate in elective deferrals to contribute to their retirement. Student employees are excluded from this benefit. For more information please refer to the plan document available on the Human Resources website at www.atsu.edu/hr.

FLEXIBLE SPENDING ACCOUNTS

ATSU allows employees to redirect a portion of pay through payroll deduction into flexible spending accounts (FSA). Money goes into FSAs and is deducted on a pre-tax basis, meaning it is deducted from pay before taxes are calculated. Because employees do not pay taxes on money going into FSAs, taxable income is decreased and spendable income potentially increased. Reimbursements from accounts may be claimed as eligible dependent care expenses and/or eligible medical expenses are incurred.

SHORT-TERM AND LONG-TERM DISABILITY

Full-time faculty and salaried employees with at least one (1) year of full-time service may be granted up to six (6) months' time off with pay for illness or injury, provided the leave is medically necessary. Short-term disability benefits will begin six (6) weeks from the last day worked by the eligible employee and will terminate six (6) months from the last day worked. Please refer to ATSU Policy No. 90-316: Short-Term Disability for more details.

ATSU provides long-term disability insurance to all full-time, benefits-eligible employees at no cost.This plan provides a monthly income in the event of total disability. Human Resources will provide details concerning eligibility for participation in this plan. More information is provided in the plan document on the ATSU portal.

PAID MEDICAL LEAVE

All full-time, salaried employees are awarded medical time at the beginning of each calendar year, which is prorated for employees who start or become eligible after Jan. 1. Salaried employees are eligible for 30 cumulative working days of paid medical leave benefits per year. If medical leave is required beyond the 30 working days provided, and the employee has more than one (1) year of continuous full-time service, a short-term disability leave may be approved (see above section for short-term disability).

All full-time, regular, hourly employees are eligible for paid medical leave benefits. Medical leave benefits accrue per pay period based on the normal hours scheduled. For example, an employee working 80 hours per pay period would earn 80 hours per year.

Medical leave benefits may not be used by hourly or salaried employees within the first 90 days of full-time employment, and paid medical leave may not be taken in advance of accrual.

Certain states' laws create additional benefits for part-time employees residing in those states. Please see ATSU Policy No. 90-318: California Specific Time Off Policy for more details.

When it becomes necessary to be absent due to personal illness, injury, or illness of an immediate family member, the employee's supervisor must be notified no later than the start of the first workday absent from work. Supervisors should communicate with employees on notification timeline and process for unplanned absences. Please see UNPLANNED ABSENCES section.

Supervisors will approve or disapprove payment for medical leave based on policy. No medical leave benefits will be approved unless the supervisor has been properly notified. Employees are required to submit time off through the employee time management software.

Each year, within an employment anniversary month, hourly employees who have medical time accrued in excess of 240 hours will be paid, at their current hourly base rate, for one-half of all hours in excess of 240 hours. Medical accruals will then be reset to 240 hours.

Upon termination of employment, unused medical days are canceled and not payable. Please refer to ATSU Policy Nos. 90-312: Paid Medical Leave Benefits and 90-318: California Specific Time Off Policy for more information regarding paid medical leave benefits.

FAMILY AND MEDICAL LEAVE ACT

In accordance with federal law, ATSU provides eligible employees with up to 12 weeks unpaid leave each year for any of the following reasons:

1. Birth of a child and in order to care for that child.
2. Placement of a child for adoption or foster care and to care for the newly placed child.
3. Serious health condition of a spouse, child, or parent as defined by the Family and Medical Leave Act (FMLA).
4. The serious health condition of the employee.
    a. An employee may take leave because of a serious health condition making the employee unable to perform the functions of the employee's position.
    b. A serious health condition is defined as a condition requiring inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition requiring continuing care by a licensed healthcare provider.
    c. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which results in a period of three (3) consecutive days of incapacity with the first visit to the healthcare provider within seven (7) days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic healthcare visits for treatment, such visits must take place at least twice a year.
    d. Employees with questions about illnesses covered under the FMLA policy or under the University's paid medical benefits policy (ATSU Policy No. 90-312: Paid Medical Leave Benefits) are encouraged to consult with Human Resources.
    e. If an employee takes paid medical benefits for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the University may designate all or some portion of related leave taken as leave under this policy, to the extent the earlier leave meets the necessary qualifications.
5. Qualifying exigency arising when employee's spouse, child, or parent (as defined by FMLA) is on covered active duty or has been notified of an impending call to covered active duty.
    a. Qualifying exigency must be one of the following:
        1. Short-notice deployment;
        2. Military events and activities;
        3. Child care and school activities;
        4. Financial and legal arrangements;
        5. Counseling;
        6. Rest and recuperation;
        7. Post-deployment activities; or
        8. Additional activities arising from active duty, provided ATSU and employee agree, including agreement on timing and duration of the leave.
    b. Covered active duty is:
        1. For a member of the regular Armed Forces, duty during deployment with the Armed Forces to a foreign country (including international waters); or
        2. For a member of the reserve components of the Armed Forces (National Guard or Reserves), duty during deployment with the Armed Forces to a foreign country (including international waters) under a call or order to active duty in support of a contingency operation.
    c. Leave may commence as soon as the individual receives the call-up notice.
    d. "Child" for this type of FMLA leave is defined the same as for "child" for other types of FMLA leave except the person does not have to be a minor.
    e. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Employees are eligible for FMLA if they have worked at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where ATSU employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to Fair Labor Standards Act

principles for determining compensable hours or work.

Employees absent for five (5) consecutive days are required to apply for FMLA by contacting Human Resources to determine eligibility. In addition, employees will be required to submit a release to return to work for absences for five (5) consecutive days or when released by a physician. Even though an employee may request 12 weeks of leave for the birth of a child, only time under the care of a physician will be compensated as paid medical leave benefits per ATSU Policy No. 90-312: Paid Medical Leave Benefits. The remaining leave will be counted as vacation, paid personal days, holidays, or unpaid time.

Please refer to ATSU Policy No. 90-317: Family and Medical Leave Act for additional information.

HOLIDAYS

If a regular holiday falls on Saturday, the preceding Friday will be the paid day off, or if the holiday falls on Sunday, the following Monday will be the paid day off. If Christmas Eve Day falls on Friday, Saturday, or Sunday, Friday and Monday will be observed for the Christmas Eve and Christmas Day holidays. All holidays, including winter break, are posted on the calendar in the employee time management software.

Full-time employees, regular or temporary, regardless of length of employment, are eligible for the following paid holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Winter break days (as determined by the chancellor) generally are observed from the day after Christmas through New Year's Eve). Please refer to ATSU Policy No. 90-308: Paid Holidays and Paid Personal Days for more details.

Employees must work or use available paid time off the previous scheduled day before the observed holiday in order to be paid for the holiday.

In departments and areas that must be in continuous operation, department heads and supervisors are responsible for scheduling employees on holidays as equitably as possible to ensure necessary coverage.

Hourly employees required to work on a holiday observed by ATSU will be paid holiday pay plus their regular rate of pay for the hours they are required to work on that day.

PAID PERSONAL DAYS

Full-time employees receive three (3) paid personal days each year following their first-year anniversary date. Paid personal days may only be taken in full day increments. They must be prescheduled with the employee's supervisor or department head. Paid personal days cannot be carried over from year to year and will not be paid out upon termination. Please refer to ATSU Policy No. 90-308: Paid Holidays and Paid Personal Days.

VACATION

Full-time employees are eligible for paid vacation benefits. Vacation accrual varies based on an employee's classification and length of full-time employment. Employees may accumulate twice the current year's accrual.

Employees are eligible to take vacation benefits as they accrue. Vacation may not be used the first 90 days of full-time employment (excluding contractual employees in some instances), and paid vacation may not be taken in advance of accrual. Vacations may be scheduled only with the approval of the appropriate department head or supervisor.

Employees are required to obtain approval for all vacation requests from the appropriate supervisor prior to the date the vacation is to begin. Vacation usage must be requested through the employee time management software under the time off section. Employees are required to contact their supervisor if manual adjustments to the time sheet are needed.

Upon separation from ATSU, employees may be eligible for vacation payout. Refer to ATSU Policy Nos. 90-309: Vacation Benefits and 90-333: Employment Separation or Transfer Process.

BEREAVEMENT (COMPASSION) LEAVE

In the event of a death in an employee's immediate family, time off may be granted. "Immediate family," as used in this section, refers to the employee's spouse, child, parent, grandparent, brother, sister, or in-laws. Other family members may be considered "immediate" at the discretion of an employee's immediate supervisor. It is the employee's responsibility to notify the supervisor as soon as possible regarding a need for bereavement leave.

Full-time employees will be granted up to five (5) days of bereavement leave with pay. If leave beyond five (5) days is necessary, or if bereavement is not for an immediate family member, an employee may request vacation time through the immediate supervisor. Refer to ATSU Policy No. 90-314: Bereavement Leave.

FITNESS PROGRAM

Full-time, benefits eligible employees may receive 30 minutes of release time, three times per week, to participate in fitness activities during work hours. Paid work release time is at the discretion of the supervisor.

Employees using release time must submit a required monthly fitness log showing work release time used for fitness activities. The fitness log is emailed to all employees at the end of each month. Participants must submit the log no later than the 5th of the month for the previous month's activities. Employees may be asked to share their completed fitness log with their supervisor to validate work release time.

On the Kirksville, Missouri, campus:

> Thompson Campus Center: Employees have a free Thompson Campus Center membership. Spouse and family memberships are available. This may be deducted from the employee's paycheck or paid directly to the TCC. TCC provides scheduled fitness activities and exercise classes.
>
> Kirksville Aquatic Center: ATSU has partnered with the Kirksville Aquatic Center to offer employees and their families pre-paid memberships. ATSU will pay the membership fee, and employees are responsible for the applicable tax at the fair market value of the membership. A signed agreement must be completed by each employee wishing to participate.
>
> Membership discounts for the Adair County YMCA may be available to employees. Details may be obtained by contacting Human Resources.

On the Mesa, Arizona, campus:

> YMCA: ATSU has partnered with the East Valley YMCA to offer free membership for employees. The

membership is a Valley-wide membership. ATSU pays the cost of the membership, and employees are responsible for the applicable tax of the fair market value of the membership. An agreement provided by Human Resources must be completed by each employee wishing to participate.

EMPLOYEE DATA CHANGES

If there are changes to an employee's name, address, telephone number, marital status, number of dependents, beneficiary, or emergency contact, it is the employee's responsibility to inform Human Resources. This information may affect benefits. There is a 31-day window of opportunity to make changes following a qualifying life event, as defined by the Department of Labor.

EMPLOYMENT PRACTICES

CODE OF ETHICAL STANDARDS

As a learning-centered university dedicated to preparing highly competent healthcare professionals, all members of the ATSU community must promote and adhere to the highest ethical standards of professional, academic, and community conduct. Employees should be aware of and comply with the expectations for conduct outlined in ATSU Policy No. 10-220: ATSU Code of Ethical Standards.

CONFIDENTIAL INFORMATION

ATSU employees have an ethical and sometimes legal obligation to protect confidential information they see, hear, or otherwise become aware of whether in the course of their job, or inadvertently. Confidential information must not be shared in or outside the workplace, except as necessary in the course of your job duties. Avoid discussing work-related confidential information in areas where it may be overheard.

Confidential information includes, but is not limited to:

Type of information	Examples	Regulations/Standards
Patient information, known as protected health information (PHI)	A patient's place of employment, health status, payment for healthcare, information found in medical records. Even the fact they had a medical appointment is confidential.	The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Student information, including educational records	Grades, test scores, transcripts, disciplinary records, contact and family information, class schedules.	The Family Educational Rights and Privacy Act (FERPA).
Personally identifiable information for employees, students, or patients	Social security numbers, addresses, phone numbers, employee personnel records such as insurance information, pay/salary, performance evaluations.	
Financial information	Credit card numbers, cardholder information, bank account numbers	Gramm-Leach-Bliley Act Payment Card Industry Data Security Standard.
ATSU business and proprietary information	Research data, contracts, financial statements, alumni and donor giving, sensitive emails and correspondence, legal matters	
Access codes	Passwords, PINS, or other security codes.	

Violations will be investigated and may result in disciplinary sanctions, up to and including termination of employment. The possibility of civil or criminal penalties also exist under state and federal laws.

Exception: If you become aware of confidential information that causes you to suspect illegal or unethical conduct, you are required to report it and are protected from retaliation. See ATSU Policy Nos. 10-220: ATSU Code of Ethical Standards and 10-216: Whistleblower Policy.

Further information:
ATSU Policy No. 50-115: Protecting Confidential Information
ATSU Policy No. 50-326: Financial Information Safeguards
ATSU Policy No. 30-104: Permitted Uses and Disclosures of Protected Health Information (HIPAA).

LOBBYING ACTIVITIES

No federally appropriated funds may be paid by or on behalf of ATSU to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding any federal contract, making any federal grant, making any federal loan, entering into any cooperative agreement, and extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Further, if any funds other than federal appropriated funds are used to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal award, ATSU must complete and submit appropriate "Disclosure of Lobbying Activities" documentation. Additionally, ATSU requires all sub-recipients of federal awards (grants, contracts, or cooperative agreements) to abide by federal lobbying rules and complete appropriate certifications and disclosures related to lobbying activities as appropriate.

POLITICAL ACTIVITY IN SUPPORT OR OPPOSITION OF A CANDIDATE

Political activity by a Section 501(c)(3) organization such as ATSU in the form of endorsing or opposing a candidate for office at the national, state, or local level is prohibited, even if it is an insignificant amount. This prohibition may be especially difficult in a university setting because, historically, students tend to advocate feverishly for the causes/candidates they support. It is important for ATSU administrators to remember ATSU cannot endorse a candidate nor provide resources such as space or secretarial services to a candidate.

PROFESSIONAL LICENSING AND VERIFICATION

Human Resources will conduct annual professional license verification. Results will be sent to the respective dean. It is up to the discretion of the respective dean to determine the process for review if there is a reported complaint and/or disciplinary actions and orders.

Certain positions require a license or certification. Human Resources must receive proof of proper license upon employment, and, if required by law, proof of renewal.

EMPLOYEE PROGRESSIVE DISCIPLINE

In any organization, standards for performance, rules of conduct, and other policies which describe appropriate behavior for employees, must be defined and enforced. When an employee's behavior or performance does not follow these established guidelines, ATSU has the responsibility to take appropriate action to correct the situation.

Progressive discipline is intended to encourage an employee who has demonstrated unacceptable performance or misconduct to improve his/her performance or conduct to an acceptable level. Disciplinary actions may include a verbal warning, written warning to be added to the employee's Human Resources file, suspension with or without pay, and termination.

While progressive discipline is most effective when these actions are taken sequentially, specific disciplinary measures will be determined by the severity, nature, and circumstances of the offense. At ATSU's discretion, a single instance may be sufficient to warrant termination. Employees should be aware at-will employees, per state law, may be terminated without cause at any time for any non-discriminatory reason.

Offenses that may result in disciplinary action up to and including immediate dismissal include, but are not limited to, the following:

1. Willful misconduct, abuse, negligence, or neglect of duty;
2. Abusive language or conduct toward a patient, visitor, student, or employee;
3. Falsification of employment information;
4. Possessing, reporting to work or working under the influence of intoxicants (non-prescribed drugs, narcotics, alcohol, etc.) or the illegal possession, manufacture, or use of drugs in the workplace;
5. Aggressive or threatening behavior toward, including assault/battery against, any patient, visitor, student, or employee;
6. Unauthorized possession of firearms or other deadly weapons on the premises;
7. Immoral conduct or indecency;
8. Theft or any attempt to defraud ATSU, a patient, a student, a visitor, or another employee;
9. Soliciting or accepting gifts from patients, vendors, or visitors;
10. Insubordination or the refusal to follow supervisory instructions;
11. Violation of safety rules, including failure to report emergencies, accidents, or personal injury; poor housekeeping in prescribed areas; and failure to wear proper uniform or safety equipment as required;
12. Unauthorized release or use of confidential information concerning ATSU, a patient, a visitor, a student, or another employee;
13. Sleeping on the job;
14. Obstructing or preventing an employee or other authorized persons from performing their assigned duties;
15. Gambling on the premises;
16. Misuse of email, internet, social media, and telephones, including unauthorized long-distance calls and excessive personal use;
17. Unauthorized vending, posting, or soliciting;
18. Loud and disorderly conduct;
19. Unexcused absences (see "Absences and Tardiness" section);
20. Unauthorized absence from work or work area during working hours;
21. Violation of professional attire as determined by supervisor;
22. Failure to report for a required physical examination;
23. Failure to pay debts to ATSU;
24. Non-approved overtime;
25. Careless or unsatisfactory job performance;
26. Unauthorized personal utilization of supplies, property, or facilities, including intentional destruction of property;
27. Failure to meet departmental performance standards;
28. Improper conduct, including horseplay, or creating a nuisance or disturbance;
29. Failure to turn in or report lost or found articles;
30. Unauthorized presence in restricted areas;
31. Failure to observe appropriate vehicle use guidelines and/or parking regulations;
32. Circulation of petitions or lists to secure signatures for any cause during working hours or within work areas;
33. Abuse of leave provisions; or
34. Use of tobacco on ATSU property.

EMPLOYEE PROBLEM-SOLVING PROCEDURE

Grievances among or between employees that do not rise to the level of prohibited conduct outlined in ATSU Policy No. 10-220: ATSU Code of Ethical Standards or ATSU Policy No. 90-210: Prohibition of Discrimination, Harassment, and Retaliation should be reconciled informally whenever possible. The employee problem-solving procedure is intended to help resolve complaints in a timely and satisfactory manner and outlines the appropriate chain of command when addressing issues. Please refer to ATSU Policy No. 90-209: Employee Problem Solving Procedure.

DRUG-FREE AND ALCOHOL-FREE WORKPLACE

ATSU is a drug-free and alcohol-free workplace. This established standard of conduct prohibits all employees from possessing, reporting to work, or working under the influence of intoxicants (non-prescribed drugs, narcotics, alcohol, etc.) and prohibits the illegal possession, manufacture, or use of drugs or alcohol in the workplace. As a part of the University's Drug & Alcohol Misuse Prevention Program (DAMPP), ATSU Policy No. 90-324: Drug-Free & Alcohol-Free Workplace contains information about legal sanctions; health risks; a listing of agencies providing drug or alcohol counseling, treatment, rehabilitation, or re-entry programs; and sanctions imposed on employees for violating the standard of conduct.

The DAMPP ensures the workplace policy is provided to new employees upon hire, reviewed by all employees annually, and available in electronic and print form. The DAMPP also informs training provided through the Still Healthy program. Please refer to ATSU Policy No. 90-324: Drug-Free & Alcohol-Free Workplace.

TOBACCO-FREE CAMPUS AND WORKPLACE

It is ATSU's policy to maintain a tobacco-free environment for employees, patients, students, and visitors. Please observe "NO SMOKING" signs. The use of tobacco products (cigarettes, cigars, pipes, and smokeless tobacco), e-cigarettes, and other unregulated nicotine products by employees, physicians, students, patients, or visitors will not be permitted at ATSU or in any facility that is part of ATSU operations or owned by ATSU and leased to others. The policy applies to parking lots, ATSU grounds, off-campus employee work sites, and ATSU-owned or privately-owned vehicles when they are being used by employees. Please refer to ATSU Policy No. 95-110: Tobacco-Free Campus and Workplace.

SAFETY

Providing safe working conditions for all employees is a concern and responsibility for everyone. Upon employment, employees will be instructed on how to do each job in the safest possible way. Regardless of any rules ATSU may establish, job safety depends primarily upon the employee. Employees must:

1. Be alert on the job;
2. Think before taking action;
3. Avoid taking unnecessary risks; and
4. Report unsafe practices or equipment.

Refer to ATSU Policy Nos. 95-106: Hazard Communication Program and 95-107: Disease Exposure Prevention and Control Plan.

ATSU employees should be familiar with the ATSU Emergency Operations Plan (EOP). The EOP is in the Emergency Procedures section of the ATSU Campus Safety website.

WORK-RELATED ACCIDENTS

In the event an employee is injured on the job, the case will be handled in accordance with the workers' compensation laws of the state. To ensure protection of rights, an employee should report all work-related accidents to his/her immediate supervisor at once. If medical attention is necessary, Human Resources and/or the

supervisor will direct the employee for treatment or referral. If the injury occurs when Human Resources is closed, medical attention should be obtained at the nearest emergency room or urgent care center. The employee and attending physician must complete an authorization form. A "confidential report of incident" form must be completed by the employee and his/her supervisor and forwarded to Human Resources. Benefits may be denied to employees who fail to report an accident immediately. Absences determined to be work-related will be compensated by ATSU, and any medical expenses resulting from work-related injuries will be the responsibility of ATSU as provided in the workers' compensation laws. Please refer to ATSU Policy No. 90-323: Workers' Compensation Insurance.

CHILDREN IN THE WORKPLACE

In order to eliminate potential liability and maintain an appropriate and safe work environment, providing childcare in any work area is prohibited. Emergency situations may arise, and supervisors must approve and monitor these situations. Please refer to ATSU Policy No. 90-328: Children in the Workplace.

SOLICITATION

Solicitation of other employees or distribution of literature during working time of either the employee doing the soliciting or the employee being solicited is prohibited. Working time does not include break periods and meal times, and employees are permitted to engage in solicitation during those times.

Solicitation of other employees at any time in any immediate patient care area such as waiting rooms, hallways, corridors, treatment rooms, diagnostic rooms, etc., is prohibited. Non-working areas include cafeterias, employee lounges, employee parking areas, and similar areas.

All-ATSU email communications must be approved by the Chancellor's Office. Email message boards are available for Arizona and Missouri campus employees and students to sell personal items and make non-work related announcements (e.g., for community events). For access to the campus-based message board, contact the Help Desk.

Please refer to ATSU Policy No. 90-121: Solicitation and Distribution of Information.

EMAIL AND INTERNET USE

Most ATSU employees have free and unimpeded access to work email and internet. Those who use these services are expected to do so in a responsible and appropriate manner. Email is not private nor protected, and may be subject to review as deemed necessary by the chief information officer and appropriate Chancellor's Cabinet members.

Internet access on ATSU's network or ATSU equipment may not be used to access pornographic material or conduct illegal activity.

Emails sent using the ATSU email system to groups of individuals should use the "blind carbon copy" (bcc) function. This does not include collaborative email messages where replies to all recipients are intended and encouraged.

Access is a privilege that may be removed upon sufficient justification. Personal use is permissible provided it does not interfere with the email system or with the individual's employment or obligations to ATSU. Employees who spend inordinate amounts of time with email or internet, outside their assigned duties, should be treated by their supervisors as they would for any other work-time problem. Refer to ATSU Policy No. 55-104: Email Utilization Policy for further details.

VALUABLES

Employees are advised to not carry valuables or large amounts of money while on duty. ATSU does not assume

responsibility for personal losses. ATSU reserves the right to inspect any unauthorized packages entering or leaving the premises. A lost and found is maintained in the security office on the Missouri campus and at the front desk on the Arizona campus.

ACKNOWLEDGMENT

I have read in its entirety the ATSU *Employee Handbook* ("Handbook"), outlining ATSU's policies, practices, guidelines, and benefits. I understand the Handbook provisions and I will do my best to abide by and uphold them. I understand information contained in this Handbook is set out in greater detail in the ATSU policy manual, the contents of which I have access to at any time on the ATSU portal.

I understand information contained in the Handbook is subject to change at ATSU's discretion, without notice to employees, and such changes supersede, modify, or eliminate any or all of the policies and benefits summarized in the Handbook.

I further understand policies, practices, guidelines, and benefits contained in the Handbook do not constitute an employment contract between ATSU and myself or imply existence of any contractual or other rights. I also understand nothing in any other electronic data or materials or written materials disseminated by or for ATSU, and nothing in any statement or actions by or on behalf of one of ATSU's representatives, constitutes an employment contract between ATSU and myself or implies existence of any contractual rights.

I understand my employment is as an "employee at will." Being an "employee at will" means the employment relationship is by mutual consent of ATSU and me, is not for any definite period of time, and may be terminated by either ATSU or me at any time, without any notice, for any legal reason or no reason at all.

If I sign a separate written employment contract with ATSU, I understand and acknowledge such contract governs my employment with ATSU, but policies and benefits in the Handbook, or as later modified, also apply to me.

By signing below, I acknowledge I have read this acknowledgement and I fully understand the employment relationship as described above. In addition, I will abide by the ATSU mission and vision statements:

MISSION STATEMENT:

> *A.T. Still University of Health Sciences serves as a learning-centered university dedicated to preparing highly competent professionals through innovative academic programs, the University is committed to continue its osteopathic heritage and focus on whole person healthcare, scholarship, community health, interprofessional education, diversity, and underserved populations.*

VISION STATEMENT:

{To be} The preeminent University for the health professions

- *Leading innovator in health professions education*
- *Superior students and graduates who exemplify and support the University's mission*
- *Osteopathic philosophy demonstrated and integrated*
- *Pioneering contributions in healthcare, education, knowledge, and practice.*

_____	_____	_____
Employee signature	*Print name*	*Date*

Please return this signed acknowledgement to ATSU Human Resources.

APPENDIX A

ATSU POLICY NO. 90-210: PROHIBITION OF DISCRIMINATION, HARASSMENT, AND RETALIATION

APPROVAL DATE: OCTOBER 14, 2026 **SIGNATURE: *Signature on file with HR***

Purpose

The purpose of this general order is to provide an employment and learning environment at A.T. Still University of Health Sciences ("ATSU" or "University") free from discrimination, harassment, and retaliation and ensure compliance with Title IX of the Education Amendments Act of 1972, Violence Against Women Act Reauthorization of 2013, Clery Act, Title VI and Title VII of the Civil Rights Act of 1964, Pump Act, Pregnant Workers Fairness Act, and all other applicable national, state, and local laws.

Discrimination, harassment, or retaliation by anyone – managers, administrators, supervisors, co-workers, students, or non-University personnel, including clients, vendors, and suppliers – on the basis of race, color, religion, ethnicity, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status, or any other status protected by applicable law is a violation of University policy and prohibited by ATSU. Any member of the ATSU community whose acts deny, deprive, or limit the educational, employment, and/or social access, benefits, and/or opportunities of any member of the ATSU community, guest, or visitor based on that person's actual or perceived protected characteristics is in violation of this policy. This policy and excerpts from it appear in many ATSU publications, both online and in print. For the most up-to-date version of this policy, refer to atsu.edu/prohibition-of-discrmination-harrassment-and-retaliation.

Policy

ATSU does not discriminate based on race, color, religion, ethnicity, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status, or any other status protected by applicable law. Dating violence, domestic violence, sexual assault, stalking, harassment, and retaliation related to protected activity under this policy are forms of discrimination prohibited by ATSU.

Any person who witnesses or has knowledge of incidents of discrimination, harassment, retaliation, or any other situation prohibited by this policy, should report such information to persons listed in this general order. Employees, excluding confidential employees, must report to those identified in this policy. All students are encouraged to report. Reports of inappropriate behavior not related to class-based harassment, discrimination, or retaliation will be handled through supervisory response or through Human Resources (for employees) and the University Student Handbook or promotion boards and/or committees (for students).

All who make a good faith report of discrimination or harassment are protected from adverse action or retaliation under provisions of this policy and by ATSU Policy No.10-216: Whistleblower Policy. Good faith reports, even if erroneous, will not result in punitive action. Deliberately false and/or malicious accusations of discrimination and harassment are just as serious an offense as discrimination or harassment and will be subject to appropriate disciplinary action.

If ATSU has actual knowledge of reports from multiple individuals regarding discrimination, harassment, or retaliation by the same respondent, the Title IX coordinator (or designee) may initiate an investigation into those reports, regardless of the participation level of one or more reporting parties.

This policy outlines two processes for addressing formal complaints of discrimination. The Title IX grievance process addresses formal complaints of sex-based discrimination protected and defined under Title IX regulations. The general discrimination grievance process addresses all other allegations of discrimination.

This policy applies to all employees, students, and other individuals, including applicants, who are participating in or attempting to participate in ATSU's educational programs or activities, including employment.

Internal complaints regarding potential violations of the Clery Act, Title IX, or Title VII
To report violations of ATSU's nondiscrimination policies, to request information, or for assistance filing a police report, all ATSU community members may contact:

John Gardner, PhD, Title IX and civil rights coordinator, 800 W. Jefferson St., Kirksville, MO 63501 660.626.2113 or johngardner@atsu.edu

Alternately, the following deputy Title IX coordinators are available at ATSU campuses.

	Mesa, Arizona, campus	Kirksville, Missouri, campus	San Luis Obispo, California, campus
Students	Michael Zajac Associate VC, Student Affairs Deputy Title IX Coordinator 5845 E. Still Circle Mesa, AZ 85206 480.219.6026 michaelzajac@atsu.edu	John Gardner Title IX and Civil Rights Coordinator 800 W. Jefferson St. Kirksville, MO 63501 660.626.2113 johngardner@atsu.edu	Dianne Korth Director Student Affairs Deputy Title IX Coordinator 651 Tank Farm RD San Luis Obispo, CA 93401 805.621.7681 diannekorth@atsu.edu
Employees, members of the public, or beneficiaries should contact:	Tonya Fitch Director, Human Resources Deputy Title IX Coordinator 5845 E. Still Circle Mesa, AZ 85206 480.219.6007 tfitch@atsu.edu	Donna Brown Assistant Chief, Human Resources & Deputy Title IX Coordinator 800 W. Jefferson St. Kirksville, MO 63501 660.626.2792 dbrown@atsu.edu	Tonya Fitch Director, Human Resources Deputy Title IX Coordinator 5845 E. Still Circle Mesa, AZ 85206 480.219.6007 tfitch@atsu.edu

To report situations or behavior prohibited by this policy anonymously and confidentially, call the 24-hour hotline at 1.855.FRAUD-HL or use the secure online reporting form at fraudhl.com. When making a report, reference the company ID ("ATSU").

Crime reporting options

Facility		Emergency	Campus Safety	Police
Mesa, Arizona, campus	Off-campus	911	480.341.9075	480.341.9075, opt. 2
	On-campus	911	*7	
Kirksville, Missouri, campus	Off-campus	911	660.349.9513	660.785.6945
	On-campus	9-911	33	
San Luis Obispo, California, campus	Off-campus	911	805.245.6221	805.781.7317
	On-campus	911	805.245.6221	
St. Louis Dental Center	Off-campus	911	314.833.2744	314.231.1212
	On-campus	2744	314.833.2744	

If you are in an area without an identified ATSU facility, please call 911 to report a crime or request police assistance.

On-campus, confidential resources available for students

ATSU Behavioral Health & Wellness Counseling Services (atsu.edu/counseling services)

Mesa, Arizona, campus	Kirksville, Missouri, campus	San Luis Obispo, California, campus	St. Louis Dental Center

Karen Taylor, MS, LPC, NCC Behavioral Health & Wellness Counselor 480.219.8069 karentaylor@atsu.edu Timely Care 833-4-TIMELY	Sarah Thomas, EdD, MSW, LCSW Director - Behavioral Health & Wellness 660.626.2751 snthomas@atsu.edu Timely Care 833-4-TIMELY	Karen Taylor, MS, LPC, NCC Behavioral Health & Wellness Counselor 480.219.8069 karentaylor@atsu.edu Timely Care 833-4-TIMELY	Sarah Thomas, EdD, MSW, LCSW Director - Behavioral Health & Wellness 660.626.2751 snthomas@atsu.edu Timely Care 833-4-TIMELY

Regulatory complaints regarding potential violations of the Clery Act, Title IX, or Title VII may be directed to:

Location	Title IX and Clery Act	Title VII
Missouri	U.S. Department of Education One Petticoat Lane 1010 Walnut Street, Suite 320 Kansas City, MO 64106 816.268.0550 816.268.0559 fax OCR.kansascity@ed.gov	U.S. Equal Employment Opportunity Commission Robert A. Young Federal Building 1222 Spruce Street, Room 8100 St. Louis, MO 63103 800.669.4000 314.539.7894 fax 800.669.6820 TTY
Arizona	U.S. Department of Education Cesar E. Chavez Memorial Building 1244 Speer Boulevard, Suite 310 Denver, CO 80204 303.844.5695 303.844.4304 fax OCR.Denver@ed.gov	U.S. Equal Employment Opportunity Commission 3300 North Central Avenue Suite 690 Phoenix, AZ 85012 800.669.4000 602.640.5071 fax
California	U.S. Department of Education 915 Second Avenue, Room 3310 Seattle, WA, 98174 206.607.1600 206.607.1601 fax OCR.SanFrancisco@ed.gov	U.S. Equal Employment Opportunity Commission 450 Golden Gate Avenue 5 West P.O. Box 36025 San Francisco, CA 94102 800.669.4000 415.522.3415 fax

Resources

Off-campus counseling and victim support are available through:
National Sexual Assault Hotline - 800.656.4673
Mesa Victim Services Unit (Arizona) - 480.644.4075
San Luis Obispo Crisis Center Hotline (Lumina Alliance) - 855.886.7473
St. Louis Regional Sexual Assault Hotline (Missouri) - 314.531.7273

Employees may access the Employee Assistance Program (EAP) by calling 800.999.7222 or by visiting www.anthemEAP.com (enter code: ATSU).

Policy definitions

For purposes of this policy, the terms defined herein shall have the specific meanings assigned to them. These definitions are intended to be precise and controlling and shall apply regardless of any common, dictionary, or informal usage. No interpretation outside the definitions provided in this policy shall be used to modify or expand the term's meaning. Any terms not specifically defined within this policy shall be given their plain, ordinary, and common meaning within the context of higher education and applicable federal and state law. In the event of ambiguity, the Title IX coordinator (or designee) shall have the final authority to interpret the term in a manner consistent with the purpose of this policy.

Actual knowledge – When ATSU receives notice of sexual harassment or allegations of sexual harassment to the institution's Title IX coordinator or any official of the institution who has authority to institute corrective measures on behalf of the institution.

Advisor – A person selected by the complainant or respondent, or appointed by the University, to be present during investigation proceedings, including interviews or the hearing process, to advise the party.

Appeal decision-maker – An appeal decision-maker is the person or panel designated by the institution to review a party's request for an appeal. The appeal decision-maker accepts or rejects a submitted appeal request, determines whether any of the approved institutional appeal grounds are met, and directs responsive corrective actions or remands accordingly.

ATSU community member – A person participating in or attempting to participate in an ATSU education program as an employee, student, prospective student, alumni, or similarly positioned individual.

Challenge – A written request by either a complainant or a respondent to the Title IX coordinator (or designee), to seek modification, reversal, or denial of ATSU's decision to provide, deny, modify, or terminate supportive measures that directly impact the party.

Coercion (sexual) – Sexual coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors including the type and/or extent of the pressure used to obtain consent. When someone makes clear they do not want to engage in certain sexual activity, wants to stop, or does not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Coercion (general) – General coercion is any unreasonable pressure, manipulative demand, or implied/express threat used to compel an individual to engage in an action or participate in an activity against the person's will. This includes, but is not limited to, using administrative, grading, or supervisory authority to force participation in noneducational or nonconsensual activities (e.g., mandated religious practices, forced organizational rituals, or personal services). Conduct is evaluated objectively based on whether a reasonable person under similar circumstances would feel autonomy or freedom of choice was significantly compromised.

Complainant – An ATSU community member who is alleged to have been subjected to conduct that could constitute class-based (race, sex, gender, other protected characteristics, etc.) discrimination under this policy and who was participating or attempting to participate in ATSU's education program or activity (including employment) at the time of the alleged discrimination.

Confidential employee – An ATSU employee whose communications are privileged or confidential under federal or state law or by virtue of licensure or position. The employee's confidential status, for purposes of this policy, is only with respect to information received while the employee is functioning within the scope of the duties to which privilege or confidentiality applies. If the employee also has a duty not associated with providing those services, the employee's confidential status is only with respect to information received about discrimination in connection with providing those services. ATSU employees who are conducting an

Institutional Review Board-approved human-subjects research study designed to gather information about sex discrimination are also considered confidential employees. ATSU only defines confidential employees as Behavioral Health & Wellness counselors or healthcare providers who are acting in the role of a counselor or healthcare provider. A physician, dentist, physical therapist, or anyone else acting in a role other than a provider (faculty member, committee member, organization advisor, etc.) must report all known information related to discrimination or harassment.

Consent (sexual) – Consent is knowing, voluntary, and clear permission by word or action to engage in sexual activity. Affirmative consent is affirmative, conscious, and voluntary agreement to engage in sexual activity. For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss the person back (if you want to) without the need to explicitly obtain that person's consent to being kissed back. Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonably immediate time. Consent to some sexual contact (including kissing or fondling) cannot be presumed to be consent for other sexual activity (including intercourse). A current or previous intimate relationship is not sufficient to constitute consent.

Consent (general) – Outside of sexual misconduct, consent means an individual's willing, uncoerced, and voluntary agreement to participate in an activity, practice, or program. Where a power imbalance exists (e.g., faculty to student, supervisor to employee), apparent acquiescence or compliance does not automatically equal consent. If an individual participates in a nonmandatory, noneducational, or nonoperational activity (e.g., a religious practice, personal errand, or social ritual) solely due to fear of academic reprisal, employment retaliation, or systemic exclusion, such participation is deemed nonconsensual.

Dating violence – Violence committed by a respondent who is in or has been in a social relationship of a romantic or intimate nature with the complainant. The existence of such a relationship shall be determined based on the complainant's statement and with consideration of the length of relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence. Dating violence is distinguished from domestic violence solely by the nature of the relationship between the parties, rather than the specific acts committed.

Directly related evidence – Evidence connected to the allegations but is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and which cannot be relied upon by decision-makers. Evidence may be redacted.

Disciplinary sanctions – Consequences imposed on a respondent following a determination of a violation of ATSU Policy No. 90-210 and associated policies.

Discrimination – Different treatment with respect to a person's employment or participation in an education program or activities based upon the person's actual or perceived protected characteristics.

Dismissal – Dismissal of formal complaints from the Title IX Grievance Process to the General Discrimination Process within this policy, dismissal from this policy to another, or complete dismissal from HR-related policies.

Domestic violence – Violence committed by a respondent who is a current or former spouse or intimate partner of the complainant, by a person with whom the complainant shares a child in common, or by a person who is cohabitating with or has cohabitated with the complainant as a spouse or intimate partner, or by a person similarly situated to a spouse of the complainant under domestic or family violence laws, or by any other person against an adult or youth complainant who is protected from that person's actus under domestic or family violence laws. Domestic violence is distinguished from dating violence solely by the nature of the relationship between the parties, rather than the specific acts committed.

Education program or activity – Locations, events, or circumstances where ATSU exercises substantial control over the context in which the discrimination, harassment, or retaliation occurs. This also includes any building owned or controlled by a student organization that ATSU officially recognizes.

Evaluation – ATSU's decision whether to dismiss or investigate a formal complaint of discrimination.

Family status – The configuration of one's family or one's role in a family.

Final determination – A conclusion by the standard of evidence that the alleged conduct did or did not violate the policy.

Finding – A conclusion by the standard of evidence that the conduct did or did not occur as alleged (as in a "finding of fact").

Fondling – The intentional touching of the clothed or unclothed genitals, buttocks, groin, breasts, or other body parts, without the consent of the complainant for the purpose of sexual degradation, sexual gratification, or sexual humiliation by the respondent or the respondent causing or directing the complainant to touch the respondent's clothed or unclothed genitals, buttocks, groin, breasts, or other body parts without the consent of the complainant for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This act includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation. (Note: The terms "fondling" and "criminal sexual contact" may be used interchangeably.)

Force – Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion intended to overcome resistance or produce consent. Sexual activity that is forced is, by definition, nonconsensual, but nonconsensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of nonconsent.

Formal complaint – A complaint, made in writing, that informs the University the complainant would like to initiate an investigation or other appropriate resolution process. A complainant may initially make a report and decide later to make a formal complaint.

Title IX grievance process – ATSU's method of formal resolution to address Title IX sexual harassment allegations, which complies with the requirements of the Title IX regulations (34 C.F.R. § 106.45) and the Violence Against Women Act amendments to the Clery Act (34 C.F.R. § 668).

General discrimination – Class-based discrimination or harassment not defined or covered under Title IX regulations but covered under the Title IX grievance process.

General discrimination process – ATSU's method to resolve formal complaints related to protected characteristics that do not meet the definitions of the Title IX grievance process.

Grievance and Equity Response Team (GERT) – A team of qualified ATSU employees who serve as advisors, investigators, hearing panel members, and appeals decision-makers in the grievance processes. GERT membership is maintained and instructed by the Title IX coordinator (or designee). GERT members receive annual instruction specific to their respective role(s) in the resolution process, as well as Title IX-specific instruction upon hire/membership to GERT and annually thereafter.

Hearing panel – A group of qualified ATSU employees from the GERT and/or third-party consultant(s) who hear and conduct a proceeding to determine a finding regarding a formal complaint of discrimination in the Title IX grievance process.

Impact and mitigation statement – Complainants may submit a written statement describing the impact of discrimination, harassment, or retaliation on the complainant. Respondents may submit a written statement

explaining any factors the respondent believes should mitigate or otherwise be considered in determining the sanction(s) imposed. Impact and mitigation statements are shared with the decision-maker(s) for sanctioning purposes if the decision-maker(s) determines there was a policy violation.

Impermissible evidence – Evidence relating to a complainant's sexual interests or prior sexual conduct is excluded unless the evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct. It is also permitted if it is evidence about specific incidents of the complainant's prior sexual conduct with the respondent offered to prove consent. Impermissible evidence also includes previous disciplinary action of any kind involving the respondent unless there is an allegation of a pattern of misconduct.

Incapacitation – A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious for any reason, including by alcohol or other drugs. Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the "who, what, when, where, why, or how" of the sexual interaction). Incapacitation is determined through consideration of all relevant indicators of an individual's state and is not synonymous with intoxication, impairment, blackout, and/or being drunk. This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition or disability, involuntary physical restraint, and/or the consumption of incapacitating drugs. Incapacitation should be evaluated from the ability of the respondent to know of the incapacitation.

Incest – Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by state law.

Informal resolution – A resolution agreed to by the parties and approved by the Title IX coordinator (or designee) that occurs prior to a final determination in the resolution process.

Investigation – A process conducted by unbiased investigators to gather and synthesize evidence while providing analysis of the credibility of evidence. In the general discrimination grievance process, investigator(s) will make a determination of "in violation" or "not in violation" of policy. In the Title IX grievance process, the investigator(s) will not make a determination of in violation or not in violation, but instead, determine the facts to be considered by the hearing panel.

Investigation report – The investigators' written summary of all relevant evidence gathered during the investigation. Variations include the evidence summary report, the draft investigation report, and the final investigation report.

Jurisdiction – This policy applies to ATSU's education programs and activities, including employment.

Title IX regulatory jurisdiction: This policy applies to allegations of Title IX sexual harassment that occur within an ATSU education program or activity against a person in the United States. An education program or activity includes locations, events, or circumstances over which ATSU exercises substantial control over both the respondent and the context in which the misconduct occurs, as well as any building owned or controlled by an ATSU-recognized student organization.

Institutional/off-campus jurisdiction: Conduct that occurs outside the United States or outside an official ATSU education program or activity is not subject to the Title IX formal grievance process. However, ATSU retains disciplinary authority and jurisdiction under the general discrimination process over off-campus and/or online misconduct when the conduct affects a substantial ATSU interest. A substantial ATSU interest includes, but is not limited to, any action that constitutes a criminal offense under applicable law; any situation in which the respondent is determined to pose an immediate threat to the physical health or safety of any student, employee, or other individual; any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, or causes social disorder; or any situation that substantially interferes with ATSU's educational interests or programmatic mission.

Nonaffiliated/unknown respondents: If the respondent is unknown or is not a member of the ATSU community (such that they are not subject to ATSU's primary disciplinary jurisdiction), ATSU cannot pursue disciplinary sanctions. In all such cases, the Title IX coordinator (or designee) will implement appropriate nonpunitive supportive measures for the complainant and provide assistance in identifying external local, legal, and institutional support options.

Mandated reporter – An ATSU employee who is obligated by policy or law to share knowledge, notice, and/or reports of discrimination, harassment, and/or retaliation with the Title IX coordinator or designee. All employees, with limited exceptions (see confidential employee), are mandated reporters.

Marital status – A person's state of being single, married, separated, divorced, or widowed.

Notice – When an employee, student, or third party informs the administrator or any ATSU official who has authority to take corrective measures on behalf of the University of an alleged occurrence of discrimination, harassment, retaliation, and/or other prohibited conduct.

Party – A complainant or respondent. Parties is the collective term for the complainant(s) and respondent(s) involved in a formal complaint.

Parental status – The status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is any of the following: a biological parent; an adoptive parent; a foster parent; a stepparent; a legal custodian or guardian; in loco parentis with respect to such a person; or actively seeking legal custody, guardianship, visitation, or adoption of such a person.

Pregnancy or related conditions – Pregnancy, childbirth, termination of pregnancy, or lactation; medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

Preponderance of evidence – The standard of evidence used in this policy. This standard indicates it is more likely than not that a policy violation occurred.

Protected characteristic – A specific personal attribute that is legally shielded from discrimination.

Quid pro quo – An act in which a university community member conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct.

Rape – Penetration, no matter how slight, of the vagina or anus of a person with any body part or object or oral penetration of a sex organ of the complainant, or by the respondent's sex organ, or by a sex-related object without the consent of the complainant, including instances when the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Reasonable person – A reasonable person under similar circumstances and with similar identities to the complainant.

Recipient – The institution receiving federal funding. In this policy, the recipient is ATSU.

Relevant evidence – Evidence in an investigation that has bearing on the determination as to whether a policy has been violated. This could be documentary evidence, including emails, text messages, videos, transcriptions of interviews, etc. Relevance is subject to mandatory regulatory exclusions, including but not limited to rape shield protections, legally privileged information, and nonconsensual medical/psychological records (see impermissible evidence). Evidence may be redacted.

Remedies – Measures provided, as appropriate, to a complainant or any other person ATSU identifies as having had their equal access to ATSU's education program or activities, including employment, limited or denied by discrimination, in order to restore or preserve access to the education program or activities after a determination of discrimination.

Report – A report provides notice to ATSU of an allegation or concern about discrimination, harassment, or retaliation and allows the Title IX coordinator (or designee) to provide information, resources, and supportive measures. A complainant may initially make a report and decide later to make a formal complaint. A report carries no obligation to file a formal complaint.

Resolution – The result of an informal or formal grievance process.

Resolution process – The investigation and resolution of allegations of prohibited conduct under this policy, including informal resolution and formal resolution (Title IX grievance process and general discrimination grievance process).

Respondent – Party accused of violating ATSU policy.

Retaliation – Retaliation includes taking or attempting to take materially adverse action by intimidation, threats, coercion, or discrimination against any person by ATSU, a student, an employee, or another person for the purpose of interfering with any right or privilege under this policy or because the person has reported information, made a formal complaint, testified, assisted, participated, or refused to participate in any manner in an investigation or proceeding in the grievance process. The University reserves the right to pursue disciplinary action against those who knowingly make materially false statements in bad faith during a resolution process under this policy. Such disciplinary action shall not constitute retaliation on the part of the University. A determination of "no responsibility," by itself, is not sufficient to conclude any party has made a materially false statement in bad faith.

Sanction – A consequence imposed on a respondent who is found to have violated this policy.

Sex – Sex assigned at birth, sex stereotypes, sex characteristics, pregnancy (or related conditions), marital or family status, and sexual orientation.

Sexual assault with an object – Respondent's use of an object or instrument to unlawfully penetrate, however slightly, the oral, genital, or anal opening of the body of the complainant without the complainant's consent, including instances where the complainant is incapable of giving consent because of age or a temporary or permanent mental or physical incapacity.

Sexual exploitation – Any person taking nonconsensual or abusive sexual advantage of another that does not constitute sexual harassment (see definitions), for their own benefit or for the benefit of anyone other than the person being exploited. Examples of sexual exploitation include, but are not limited to:

- **Sexual voyeurism:** Observing or allowing others to observe a person undressing, using the bathroom, or engaging in sexual acts, without the consent of the person being observed.
- **Nonconsensual intimate imagery:** Distributing, displaying on a device, or transmitting (e.g., via Airdrop, Snapchat, or other software) authentic or synthetic intimate, nude, or sexually explicit photos, videos, or audio recordings of an individual without their consent.
- **Synthetic media creation (deepfakes):** Creating or disseminating synthetic or digitally manipulated media that represents an individual doing or saying sexually related things that never happened or placing identifiable real people in fictitious pornographic situations without their consent.
- **Identity misappropriation:** Misappropriating another person's identity on apps, websites, or other online venues designed for dating or sexual connections (e.g., spoofing).
- **Exceeding boundaries:** Exceeding the established boundaries of consent, such as secretly allowing another person to hide in a space (e.g., a closet) to observe sexual activity.
- **Induced incapacitation:** Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity.
- **Sextortion:** The act of obtaining—or attempting to obtain—money, property, services, sexual conduct, or an image of an intimate body part from an individual by the wrongful use of force, coercion, or fear. This includes threatening to disclose, distribute, publish, or share private, sexually

explicit, or intimate media (including authentic, modified, or synthetic/AI-generated representations) without the individual's consent.

- **Technology-Facilitated Sexual Harassment:** Any form of unwelcome sexual advance, request for sexual favors, non-consensual sharing or manipulation of sexually explicit content, or other verbal, visual, or physical conduct of a sexual nature that is committed, assisted, exacerbated, or amplified through the use of electronic technology, digital communication channels, or online platforms.

Sexual Harassment – Any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct, including battery, violence, and exploitation, of a sexual nature that violates institutional standards or applicable law. The specific definitions of prohibited conduct are included in the Title IX Prohibited Conduct and Grievance Process and the General Discrimination Prohibited Conduct and Grievance Process sections of this policy.

Sodomy – Oral or anal penetration of the complainant by the respondent without the consent of the complainant, including instances when the complainant is incapable of giving consent because of age or a temporary or permanent mental or physical incapacity.

Stalking – A respondent engaging in a course of conduct on the basis of sex, directed at the complainant, that would cause a reasonable person to fear for the person's safety or the safety of others, or suffer substantial emotional distress.

For the purposes of this definition:

- Course of conduct means two or more acts, including but not limited to acts in which the respondent directly, indirectly, or through third parties by an 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.

Statutory rape – Sexual intercourse with a person who is under the statutory age of consent in the state. For the purposes of this policy, allegations of statutory rape will be evaluated in strict alignment with applicable state law, including any close-in-age exemptions established by state law. Consensual conduct that is legally exempt from criminal prosecution under applicable state age-gap laws shall not constitute a violation of this policy.

Student – A person who has gained admission to an ATSU program. A person remains a student after admission until they withdraw, are dismissed, graduate from an ATSU program, or otherwise leave ATSU's educational program or activity. For the purposes of this policy, an individual maintains an ongoing educational relationship and remains defined as a student during any period of approved leave of absence, institutional suspension, or while a formal appeal of an academic or disciplinary dismissal is actively pending resolution through official university channels.

Supportive measures – Individualized measures offered to restore or preserve a party's access to ATSU's education program or activity and provide support during grievance processes. Supportive measures must be provided without fee or charge to its parties, be reasonably available, not create an unreasonable burden on either the complainant or respondent, and not be applied for punitive or disciplinary reasons.

Title IX coordinator – Official designated by ATSU to ensure ultimate oversight of compliance with Title IX and ATSU's Title IX program. References to the Title IX coordinator throughout the policy may also encompass a designee of the Title IX coordinator for specific tasks.

Title IX discrimination – Discrimination that meets the definition of prohibited conduct under the Title IX process.

Preliminary processes

The following processes apply to all reports of prohibited conduct. These processes occur upon receipt of a report and before the commencement of a formal investigation under either the Title IX grievance process or the general discrimination grievance process.

A. Initial assessment – The Title IX coordinator (or designee) conducts an initial assessment when receiving a report of prohibited conduct. The initial assessment typically includes:

    1. Notifying the complainant, or the person who reported the allegations, of the available resolution options.
    2. Notifying the respondent of the available resolution options if a formal complaint is made.
    3. Offering and coordinating supportive measures for the parties.
    4. Determining whether the complainant wishes to file a formal complaint.
    5. Assessing whether the reported conduct may reasonably constitute a policy violation.
    6. Determining whether ATSU has jurisdiction over the reported conduct.

B. Formal complaint evaluation – Formal complaints of discrimination and harassment made under this policy will be evaluated to determine the following:

    1. Whether the formal complaint is sex-based in nature (sex, gender, pregnancy, pregnancy-related condition, sex stereotypes, sex characteristics, sexual orientation) and meets the threshold to be considered under the Title IX grievance process.
    2. Whether the sex-based discrimination formal complaint(s) falls under the Title IX final rule originally published in the Federal Register, May 19, 2020, and reinstated on January 31, 2025.
    3. Mandatory dismissal of a Title IX sex-based formal complaint is required if:
        a. The alleged conduct would not constitute Title IX sexual harassment even if proven.
        b. The sex-based conduct did not occur in ATSU's education program or activities (including buildings or property controlled by recognized student organizations), including employment.
        c. ATSU does not have jurisdiction over the respondent.
        d. The sex-based conduct did not occur in the United States.
    4. A formal complaint may be dismissed at the Title IX coordinator or designee's discretion if:
        a. A complainant notifies the Title IX coordinator in writing that they withdraw the formal complaint or any allegations therein. Complainants may later request to reinstate or refile the formal complaint.
        b. The respondent is no longer participating in ATSU's education programs or activities, including employment.
        c. Specific circumstances prevent ATSU from gathering evidence sufficient to reach a determination as to the formal complaint.
        d. Formal complaint alleging sex-based prohibited conduct when the complainant is not participating in or attempting to participate in ATSU's education programs or activities at the time of filing the formal complaint.
    5. If a sex-based discrimination formal complaint is dismissed as a potential policy violation under the Title IX grievance process, it will be reviewed as a potential policy violation under the general discrimination grievance process.
    6. Whether the formal complaint is based on a different protected class (e.g., race, religion, disability status, etc.) and meets the threshold to be considered under the general discrimination grievance process.
    7. If, following initial evaluation of the formal complaint, it is determined that even if the alleged incident details were true, there would still be no policy violation, the complaint will be dismissed from ATSU Policy No. 90-210. The Title IX coordinator (or designee) will then issue a notification of dismissal decision and produce a report stating this conclusion.

C. Appeal of dismissal – Parties may appeal a decision to dismiss their formal complaint. All dismissal appeal requests must be filed within five business days of the notification.
    1. A formal complaint dismissal may be appealed on the following grounds:
        a. Procedural irregularity affected the outcome of the matter.
        b. New evidence not available at the time the determination regarding dismissal was made that could affect the outcome of the matter.

c. The Title IX coordinator (or designee) had a conflict of interest or bias for or against complainant(s) or respondent(s) generally or the specific complainant or respondent that would have affected the outcome of the matter.

2. The appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met.
3. If the appeal request does not provide information meeting the grounds for appeal, the dismissal appeal decision-maker shall deny the request and notify the party in writing of the denial and the rationale.
4. If any of the asserted grounds in the appeal satisfy the grounds described in the policy, the dismissal appeal decision-maker(s) shall notify the appealing party, as well as the Title IX coordinator, of their decision and rationale in writing. The effect will be to reinstate the formal complaint.
5. In most circumstances, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds.
6. The dismissal appeal decision-maker has 15 business days to review and decide on the appeal. Extensions may be granted at the Title IX coordinator's discretion, and the parties will be notified of any extension.
7. Appeal decisions are deferential to the original determination, with changes made only if there is a compelling justification to do so.
8. The dismissal appeal decision-maker(s) may consult with the Title IX coordinator (or designee) and/or legal counsel for technical or procedural support, if needed. This consultation is strictly administrative and procedural. Under no circumstances shall technical assistance be advisory regarding the outcome, substitute the judgment of the appeal decision-maker(s), or influence the substantive evaluation of the merits or grounds of the appeal. The Title IX coordinator (or designee) is required to maintain contemporaneous written documentation of all such consultations, including the dates, specific procedural questions asked, and technical support provided.
9. If an appeal is granted for a dismissal from the Title IX grievance process or the general discrimination grievance process, the appeal decision-maker(s) may:
   a. Remand the allegations to a different reviewer.
   b. Send the allegations directly to investigation.

D. Emergency removal – ATSU can act to remove a respondent from its education program or activities on an emergency basis.
   1. ATSU will use an individualized safety and risk analysis, conducted by a team of qualified employees, including but not limited to representatives from Campus Safety, the Title IX team, Student Affairs, and/or Human Resources, to determine whether an immediate threat to the physical health or safety of any ATSU community member justifies removing a respondent. The University may include other ATSU employees in the threat assessment to gain additional context. to gain additional context.
   2. Student respondents may be partially or entirely removed based on the safety and risk analysis. Employees are subject to existing processes for interim actions and administrative leave per ATSU policies, the ATSU Employee Handbook, and the University Faculty Handbook.

E. Federal timely warning – ATSU must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the ATSU community. ATSU will provide enough information for community members to make safety decisions but not disclose a complainant's name or other identifying information. See ATSU Policy No. 95-114 Emergency Notification and Timely Warning.

F. Supportive measures – ATSU may provide appropriate and reasonable supportive measures to one or both parties upon notice of alleged discrimination, harassment, and/or retaliation. Supportive measures include, but are not limited to, academic, clinical, housing, co-curricular activity, and employment adjustments; temporary no-contact directives; and other steps to stop the behavior and prevent its recurrence in the interim.
   1. Supportive measures are individualized, nondisciplinary, nonpunitive, reasonably available, and offered without fee or charge.
   2. Supportive measures are intended to restore or preserve access to ATSU's education program or activities; protect the safety of all parties and the educational environment; and deter discrimination, harassment, and/or retaliation.
   3. Supportive measures may not unreasonably burden either party.

4. Parties have the right to request a modification or reversal of an ATSU decision to provide, deny, modify, or terminate supportive measures applicable to them. Challenges to supportive measure decisions will be reviewed by an impartial employee (e.g., a trained GERT member) or third-party consultant who did not make the initial decision and who has the authority to modify or reverse the decision. The review of supportive measures through a challenge will be based on whether the supportive measure creates an unreasonable burden to either party. The employee who made the initial decision cannot review the challenge.
    a. If a challenge is granted to a supportive measure, the reviewer may:
        1. Revoke the supportive measure.
        2. Remand the review of supportive measure back to the Title IX coordinator or designee.
5. At the time supportive measures are offered, if a formal complaint has not been filed, the Title IX coordinator (or designee) will inform the complainant in writing that they may file a formal complaint either at that time or in the future.
6. ATSU will not disclose information regarding supportive measures unless necessary to provide supportive measures or to restore or preserve a party's access to the education program or activities.
7. Violations of temporary no-contact directives or other restrictions may be referred to student or employee disciplinary processes for enforcement or added as collateral misconduct allegations to an ongoing resolution process under this policy.

G. Advisors – Both complainants and respondents may have an advisor (who may be, but is not required to be, an attorney) of their choosing for all Policy 90-210 related processes.
    1. The Title IX coordinator (or designee) can provide an advisor for a party if the party so desires. A party may request from the Title IX coordinator (or designee) an additional support person if there is a support need, including a disability accommodation or translation services. Evidence from a healthcare professional (or similarly situated expert) of a support need may be required.
    2. Advisors provided to parties by ATSU will be provided free of charge. If the Title IX coordinator (or designee) provides an advisor to one party, an advisor shall be offered to the other party or parties.
    3. ATSU cannot guarantee equal advisory rights, meaning if one party selects an advisor who is an attorney, but the other party does not or cannot afford an attorney, ATSU is not obligated to provide an attorney to advise that party.
    4. A party may elect to change advisors during the process and is not obligated to use the same advisor throughout the resolution process. Parties are expected to provide the Title IX coordinator (or designee) with timely notification if they change advisors.
    5. Advisors shall not answer questions on behalf of their party.
    6. Advisors shall not contact the other party.
    7. Advisors will present themselves in a professional manner.
    8. Advisors shall not be disruptive during any hearings or other proceedings.
    9. ATSU officials may remove an advisor from any part of the grievance process if the advisor's behavior is abusive, belligerent, or otherwise inconsistent with a professional nature. A party will be able to replace the advisor if the advisor is removed.

H. Unauthorized disclosure – Parties and advisors are prohibited from unauthorized disclosure of information shared by ATSU through the resolution processes (formal and informal), to the extent the information is the work product of ATSU (meaning it has been produced, compiled, or written by ATSU for purposes of its investigation and resolution of a formal complaint). Examples of work products that cannot be shared include, but are not limited to, formal complaint evaluation reports, investigative reports, evidence summaries, evidence, etc. It is also a violation of ATSU policy to publicly disclose work product or a party's personally identifiable information without authorization or consent. Violation of this policy is subject to significant sanctions.

I. Disability accommodations – ATSU is committed to providing reasonable accommodations and support to qualified individuals to ensure equal access to the resolution process. Individuals needing accommodations or support to access the grievance process should contact the Title IX coordinator (or designee), who will work with ATSU's Learning Resources & Accommodation Services or Human Resources to review the request and, in consultation with the individual requesting the accommodation(s), determine which accommodations are appropriate and necessary for full process participation.

J. Other support – ATSU will also address reasonable requests for support for the parties and witnesses, including:

1. Language services/interpreters.
2. Access to and guidance regarding use of technology throughout resolution processes.
3. Other support as deemed reasonable and necessary to facilitate participation in resolution processes.

K. Promotion and progress boards are not involved in the investigation, sanctioning, or appeal process of formal complaints, discrimination, harassment, or retaliation under this policy.

L. Investigative timeline – The length of an investigation depends on several factors, including the nature and detail of the formal complaint received, complexity of the investigation, and level of cooperation from parties and witnesses.

M. The following figures are estimates based on history.
1. Evaluation of allegations typically takes five business days.
2. Investigations typically take 30-60 business days.
3. Review of challenges to supportive measures typically takes five business days.
4. Appeal of dismissal typically takes 10 business days.
5. Appeal of determination typically takes 15 business days.

N. Collateral misconduct – Collateral misconduct includes potential violations of other University policies occurring in conjunction with alleged violations of this policy, or that arise during the course of the investigation, for which one resolution of the allegations is a reasonable manner of adjudication.
1. Collateral allegations may be charged along with potential violations of this policy to be resolved jointly under this policy's process.
2. Collateral misconduct can include instances of failure to comply or process interference, including:
    a. Intentional failure to comply with the reasonable directives of the Title IX coordinator (or designee) in the performance of their official duties, including with the terms of a no-contact order.
    b. Intentional failure to comply with emergency removal or interim suspension terms.
    c. Intentional failure to comply with sanctions.
    d. Intentional failure to adhere to the terms of an agreement achieved through informal resolution.
    e. Intentional failure to comply with mandated reporting duties as defined in this policy.
    f. Intentional interference with the resolution process (formal or informal), including, but not limited to:
        1. Destruction of or concealing of evidence.
        2. Actual or attempted solicitation of knowingly false testimony or providing false testimony or evidence.
        3. Intimidating or bribing a witness, party, or others involved in the grievance process.
3. The Title IX coordinator (or designee) may consult University officials who oversee the item(s) of collateral misconduct to solicit input as needed on what charges should be filed. However, the exercise of collateral misconduct charges under this process is within the Title IX coordinator's (or designee's) discretion.
4. All other allegations of misconduct unrelated to incidents covered by this policy will typically be addressed separately through other University policies and processes.

O. Consolidated formal complaints – The University may consolidate formal complaints against more than one respondent, or by more than one complainant against one or more respondents, when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions.

P. Procedural transfer – Based on evidence acquired during the investigative phase, the allegations may be reclassified and transferred to the appropriate resolution process (e.g., from Title IX process to general discrimination process or a separate Human Resources process) to ensure the matter is addressed under the correct administrative framework.

Informal resolution process

A. Once a formal complaint has been filed, evaluated for standing, and both parties have been notified of the investigation and allegations, either party may request to utilize an informal resolution process to address the formal complaint. The informal resolution process is not available for allegations between students and employees.
    1. The complainant and respondent must agree to an informal resolution process in writing.

2. An informal resolution is available to the parties at any time up until a determination has been made through a formal process.
3. Any party involved in an informal resolution process may, prior to the point at which an informal resolution has been agreed upon, discontinue the informal resolution process and request formal resolution.
4. The requirements of the informal resolution process include:
    a. An agreement reached through the informal resolution process precludes a party from initiating a grievance related to the same allegations.
    b. The terms that may be requested or offered in an informal resolution are binding only on the parties.
    c. Any information shared during the informal resolution process considered relevant evidence will be maintained in the event the parties shift from an informal to a formal resolution process.
    d. Both parties may have an advisor of their choice present for the informal resolution.
    e. Sanctions and remedies are determined by the parties through dialogue and not by ATSU. ATSU must agree to the resolution agreement.
    f. The parties will reach a written resolution that will be maintained on record by the Title IX coordinator.
    g. Parties who begin an informal resolution and request to return to a formal resolution for any reason will not be able to return to the informal resolution process.
    h. Parties who reach an agreement through an informal resolution waive their appeal rights.

B. All resolutions reached through the informal resolution process shall be binding and shall include a nondisclosure agreement applicable to all parties. Either party who violates the resolution may be in violation of ATSU Policy No. 90-210: Prohibition of Discrimination, Harassment, and Retaliation; ATSU Policy No. 10-220: ATSU Code of Ethical Standards; the ATSU Student Handbook; or other ATSU policies. Once the agreement is made, both parties waive their right to a formal resolution process.

Title IX prohibited conduct and grievance process

This process applies to ATSU community members participating in, or attempting to participate in, ATSU's educational program or activities, including employment. If, through this process, any University employee or student is found in violation of this policy, they will be subject to corrective action, up to and including termination or dismissal. University employees or students may be disciplined, up to and including termination or dismissal, for engaging in behavior that is disrespectful, disruptive, or otherwise prohibited by this policy, regardless of whether such behavior constitutes harassment prohibited by law. Patient complaints related to discrimination or harassment will be addressed under ATSU Policy No. 30-103: Patient Complaints.

Prohibited conduct under Title IX

Prohibited conduct includes unwelcome conduct, whether verbal, nonverbal, physical, or visual, including online and/or electronic manifestations of any prohibited conduct, based on or related to an individual's sex (including pregnancy) or sexual orientation that occurs within the U.S. as a part of the recipient's program or activities (including employment), directed toward a person who participates in a recipient's program or is attempting to participate in a recipient's program, and that has the effect of creating a hostile environment, constitutes quid pro quo harassment, or constitutes sexual assault, dating violence, domestic violence, or stalking.

A. Sexual harassment (hostile environment) – Unwelcome conduct that, based on the totality of the circumstances, is determined by a reasonable person to be so severe, pervasive, and objectively offensive it effectively denies a person equal access to the recipient's education program or activity or alters the conditions of employment from a subjective (the alleged victim's) and an objective (a reasonable person's) viewpoint.
    1. Whether a hostile environment has been created is a fact-specific inquiry, which includes consideration of the following:
        a. The degree to which the conduct affected the complainant's ability to access ATSU's education program or activity (including employment).
        b. The type, frequency, and duration of the conduct.

c. The parties' ages, roles within ATSU's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct.
d. The location of the conduct and the context in which the conduct occurred.
e. Other sex-based harassment in ATSU's education program or activity.

2. Quid pro quo harassment (see policy definitions)
3. Sexual assault (see policy definitions)
4. Rape (see policy definitions)
   a. Sodomy (see policy definitions)
   b. Sexual assault with an object (see policy definitions)
   c. Fondling (see policy definitions)
5. Incest (see policy definitions)
6. Statutory rape (see policy definitions)
7. Dating violence (see policy definitions)
8. Domestic violence (see policy definitions)
9. Stalking (see policy definitions)
10. Additional sex-based formal complaints of discrimination or harassment, which are mandated by state law, federal court decisions, or state court decisions to have a hearing as a part of the grievance process, will follow the Title IX prohibited conduct and grievance process.

B. Title IX grievance process
   1. Any individual who feels they have witnessed or experienced behavior prohibited by this policy or who has questions, concerns, or information regarding violations of this policy, should immediately report the circumstance(s) or incident(s) to their supervisor or one of the contact persons described in this policy. Once a report is shared with the Title IX coordinator or deputy Title IX coordinator, the complainant will be notified in writing of their ability to file a formal complaint. All University employees are required to report any knowledge of a violation of this policy, with the limited exception of licensed professional mental health counselors and other persons with a professional license requiring confidentiality who are working within that license.
      a. If a complainant does not wish for a formal complaint to move forward, the Title IX coordinator (or designee) may move forward and submit a formal complaint if there is a compelling risk to the health or safety of individuals or the community based on a risk assessment. The risk may be based on a pattern, predatory behavior, abuse of minors, use of weapons, violence, and/or other compelling rationale.
      b. A formal complaint must be made in writing to the Title IX coordinator (or designee) or a deputy Title IX coordinator to initiate a formal complaint evaluation, which may lead to an investigation (see formal complaint evaluation).
      c. A complainant may receive supportive measures without filing a formal complaint or proceeding to an investigation (see supportive measures).
   2. If the formal complaint is moved to the formal resolution process, the parties will receive notice of investigation and allegations, including:
      a. Applicable policies with specific sections of alleged violations identified.
      b. Notice of details of allegations, if known.
      c. Identities of parties involved, if known.
      d. Date(s) of incident(s), if known.
      e. Location(s) of incident(s), if known.
      f. Right to have an advisor of the party's choice.
      g. A statement that the respondent is presumed not in violation of policy.
      h. Access to applicable policies.
      i. A reminder of the expectation for truthfulness in the process.
      j. The ability to review and inspect directly related evidence at the conclusion of the investigation.
      k. A statement regarding the prohibition of retaliation.

Title IX formal resolution process

The formal resolution process includes investigation by unbiased investigators and a hearing before neutral, impartial panel members, subject to appeal and final determination. Remedies to restore those impacted will be implemented upon a final determination of a policy violation.

Investigation

A. Investigations will be completed within a prompt and reasonable timeframe dependent on the context and facts related to the formal complaint.
B. Parties will be regularly updated as to the projected timeline for completion of the investigation. During the process, parties will:
    1. Be given timely notice of any meetings at which either or both may be present.
    2. Have equal opportunity to present witnesses and provide evidence.
    3. Have the opportunity to have an advisor of their choice.
        a. If either party does not have an advisor during the investigative process, ATSU will, if requested, provide an advisor for the party.
        b. During the hearing process, an advisor is required and will be provided to the parties if they do not have one.
        c. It is advised that supervisors of the parties should not serve as advisors. If a respondent's supervisor is the advisor of choice for either party, the supervisor will not be involved in the sanctioning process.
        d. Parties' advisors may not contact investigators, the Title IX coordinator, hearing panel members, or appeal decision-makers directly. All contact should be initiated and carried out by the parties themselves.
C. Investigators will be assigned from GERT in an effort to provide a fair and impartial process. In some circumstances, investigators may be third-party consultants.
D. If a respondent separates from the University during the investigation process, the respondent may not be permitted to rejoin the University until disposition of the formal complaint, and a notation will be placed on their transcript or employment record. ATSU may continue the formal resolution process even if the respondent separates from the University.
E. After the notice of investigation and allegation is provided to both parties, the investigators will meet with both parties to provide information about the process, answer questions about the allegations, and gather evidence and witness lists. Parties will be able to present witness lists at this time and during their initial interview. The parties will be expected to provide a rationale for why a witness should be interviewed and what information they may have about the allegations. Character witnesses are generally not permitted. Investigators will determine who to interview based on potentially relevant information about the allegations.
F. Investigators will then interview parties and witnesses. Investigators will record interviews and create a transcript from each interview. The transcripts will be shared with the parties and witnesses, who will have a time period determined by the investigators of no less than five days to review and confirm the transcript's accuracy. Parties and witnesses may be requested to participate in multiple interviews.
G. Investigators will collect additional evidence (see definitions) from parties, witnesses, and University sources.
H. The investigators will only consider evidence deemed relevant and not otherwise impermissible (see definitions).
I. At the conclusion of the investigation process, the investigation report and evidence collected will be submitted to the Title IX coordinator (or designee) to share the report with the parties and provide the report and evidence to the hearing panel.
    1. A draft of the investigative report and access to evidence will be provided to the parties. The parties will have 10 business days to respond in writing to the draft report. Parties will have continuous access to the evidence throughout the 10-day review period.
    2. After receiving responses to the draft report and evidence, or after 10 business days if there is no response, investigators will review additional material provided by the parties and compile the final investigation report.
    3. The final investigation report and evidence will be provided to the parties, who will have 10 business days to respond in writing to the final investigative report before the hearing process begins. The parties will have access to the evidence through the appeal period to enable proper review for question development for the hearing and preparation of an appeal. Parties will have continuous access to the evidence throughout the five-day appeal time frame.
    4. Once the final investigation report and evidence have been shared with the parties, the Title IX coordinator will refer the matter for a hearing.

Hearing

A. The hearing cannot be held fewer than 10 days after the final investigation report is transmitted to the parties and the hearing panel.
B. The hearing will be conducted live. Hearings may be conducted virtually, in person, or in a hybrid format, depending on circumstances.
C. Parties will be notified of the hearing time and date no fewer than 10 business days in advance. Notification will include a description of policy violations; the date, time, and location of the hearing; the hearing rules; and the hearing panel members. Rescheduling the hearing is at the hearing panel chair's sole discretion. In the case of multiple respondents, there may be joint or separate hearings, and the notice will so indicate.
D. The hearing panel will be selected from GERT members who have not previously been involved in the case and have no known bias. ATSU may utilize third-party consultants as hearing panel members and chairs. Any objections to hearing panel members must be raised in writing to the Title IX coordinator (or designee) no fewer than five days prior to the hearing. Removal or changing of a hearing panel member is at the discretion of the Title IX coordinator (or designee).
E. The panel chair will conduct the hearing.
F. Prior to the hearing, a pre-hearing conference will be offered to both parties. In some circumstances, the pre-hearing conference may be offered to the complainant and respondent separately. The pre-hearing conference will discuss procedural expectations, answer questions, and resolve any contested aspects of the process. Issues of relevance regarding lines of questioning and evidence are best decided during the pre-hearing conference rather than during the hearing. The pre-hearing conference will not be recorded.
G. The hearing panel will review witness testimony, the investigative report, and other submitted evidence to make a final determination as to whether the respondent is in violation.
H. The hearing will proceed at the scheduled time unless rescheduled by the panel chair. The absence of parties, witnesses, or advisors will not postpone a hearing.
I. Both parties may choose to submit an impact statement. The impact statement must be provided to the Title IX coordinator (or designee) at least one day before the hearing. The impact statements will be held by the Title IX coordinator (or designee). If the respondent is found responsible at the hearing, impact statements will be provided to the hearing panel for use during the sanctioning phase.
J. The hearing panel will begin the hearing with an assumption the respondent is not in violation. As evidence is introduced, the hearing panel will evaluate the credibility of the evidence until all evidence is presented, and a finding can be made.
K. The hearing panel will use the "preponderance of the evidence" standard of evidence when determining whether there is a violation of policy. The hearing panel's decision needs only a simple majority.
L. Order of the hearing (The chair may change the order of the hearing with notice to the parties):

    1. Welcome and explanation of the process.
    2. Presentation of the investigative report by the investigator (optional, at the chair's discretion).
    3. Witnesses for complainant and complainant's testimony.
    4. Witnesses for respondent and respondent's testimony.
    5. Witnesses requested by the hearing panel.
    6. Conclusion of the hearing and notification of timeline for finding.

M. The hearing panel may create time limits for different aspects of the hearing process, including how long an advisor has to question a party or witness, presentation of the investigative report, opening or closing remarks, etc. Time limits should be equal between the parties.
N. Investigators may present their investigation report during the hearing, if permitted by the chair. The investigative report will not make an indication of findings but will share evidence found during the investigation. Investigators are not to share an opinion regarding whether a violation occurred.
O. Parties are entitled to provide witnesses at the hearing. Parties may submit witness lists. Any witness lists must be submitted to the Title IX coordinator (or designee) no fewer than five business days in advance of the hearing. Witnesses not submitted five business days prior to the hearing may not be permitted to participate. The hearing panel chair will notify all parties of the shared witness list no fewer than two business days prior to the hearing. The investigator must have previously questioned all witnesses. It is the parties' responsibility to ensure their witnesses are present at the hearing.

P. The hearing panel will ask its questions of each witness prior to direct questioning and cross-examination by the parties' advisors. If a party's advisor does not arrive for the hearing, ATSU, under the direction of the Title IX coordinator (or designee), will provide an advisor to conduct direct and cross-examination questions provided by the party.
Q. Parties, through their advisors, may question their own witnesses and cross-examine witnesses submitted by a different party. Advisors for parties will conduct questioning, not the parties themselves. Advisors are to submit their questions from a seated position, except when an accommodation does not permit a seated position, and in a professional tone. Parties, witnesses, or advisors who behave in an unprofessional manner may be removed by the hearing panel chair.
R. Witnesses may only be present for the part of the hearing in which they are questioned. The decision-makers may consider testimony and evidence provided at the hearing or during the investigative process.
S. The hearing panel may consider evidence collected during the investigation, including interview summaries, transcripts, document evidence, or other evidence, regardless of whether a party or witness submits to direct or cross- examination. A party's or witness' willingness to submit to cross-examination or direct examination may impact the credibility analysis by the hearing panel.
T. The hearing panel chair will communicate a process to parties, advisors, and witnesses regarding whether a question is relevant and, therefore, whether a party should answer. The hearing panel chair has absolute discretion to determine which questions are relevant and may decline to pose or permit certain questions based on relevance. Rationale for not permitting certain questions must be provided immediately, on record, before proceeding to the next question. Questions are usually not allowed because of lack of relevance, repetition, or because they are abusive in nature.
U. Parties and witnesses are encouraged to respond to the hearing panel chair's approved questions submitted by the advisors and hearing panel. A party does not need to be present for an advisor to ask direct and cross-examination questions of witnesses or other parties.

V. Each party also can refer the hearing panel to inculpatory evidence (evidence indicating the respondent violated policy) or exculpatory evidence (evidence indicating the respondent did not violate policy) that has already been submitted during the investigation. Evidence submitted during the investigation will be available to the hearing panel and does not need to be resubmitted during a hearing. Evidence should be submitted during the investigation period and not during the hearing period. The hearing panel chair may deny admission of evidence not submitted during the investigation or refer the case back to the investigation stage.
W. Unless the Title IX coordinator (or designee) determines it is appropriate, no one will present information or raise questions concerning: (1) incidents not directly related to the possible violation, unless such incidents evidence a pattern; (2) the sexual history of the parties, though there may be a limited exception with respect to pattern, sexual history between the parties, or evidence regarding the complainant's sexual history that is offered to prove a person or persons who are not the respondent engaged in the reported misconduct, if relevant; or (3) the character of the parties. While previous conduct violations by the respondent are not generally admissible as information about the present allegation, investigators may supply the hearing panel with information about previous findings to consider as possible evidence of a pattern and/or predatory conduct.
X. There will be no observers of the hearing and no more than one advisor per party. If a party has need for a supplemental advisor related to disability or language translation, it may be allowed based on a review of documentation. The need for a support advisor related to a disability or language translation must be arranged prior to the hearing with the Title IX coordinator (or designee).
Y. The hearing will be recorded only by the Title IX coordinator (or designee) and only for potential use in appeals or report writing by the panel. There will be no other recordings by the parties or anyone else. If there is an appeal, the recording transcript may be reviewed by the parties and their advisors in a controlled setting to be determined by the Title IX coordinator (or designee). The recording will not be provided to the parties.
Z. Deliberations will occur with only the hearing panel and the Title IX coordinator (or designee) present. The Title IX coordinator (or designee) is only present to clarify questions. The hearing panel will make the final decision. Deliberations are not recorded.
AA. Simultaneous written notice to the parties describing hearing findings and final outcomes, including determination of responsibility, sanctions, and available appeal processes, will occur within five business days of the hearing. Any delay in the notification of findings and sanctions will be

communicated to the parties simultaneously.

General Discrimination Prohibited Conduct and Grievance Process

This process applies to all ATSU community members participating or attempting to participate in ATSU's educational program or activities. If, through this process, a University employee or student is found in violation of this policy, they will be subject to corrective action, up to and including termination or dismissal. Patient complaints related to discrimination or harassment will be addressed under ATSU Policy No. 30-103: Patient Complaints. Engaging in behavior that is disrespectful, disruptive, or otherwise prohibited by this policy, regardless of whether such behavior constitutes harassment prohibited by law, could constitute a policy violation.

Prohibited conduct under general grievance

Prohibited conduct includes unwelcome conduct, whether verbal, nonverbal, physical, or visual, including online and/or electronic manifestations of any prohibited conduct, that is based on or relates to an individual's race, color, religion, ethnicity, national origin, age, disability, veteran status, or any other status protected by applicable law and has the effect of creating a hostile environment. Additionally, prohibited conduct under the general grievance process includes unwelcome conduct, whether verbal, nonverbal, physical, or visual, including online and/or electronic manifestations of any prohibited conduct, that is based on or relates to sex, pregnancy, and sexual orientation not covered by the Title IX process and has the effect of creating a hostile environment. A hostile environment has the effect of unreasonably interfering with an individual's work or a student's performance or otherwise adversely affecting an individual's employment or educational opportunities.

A hostile environment is any situation in which there is harassing conduct sufficiently severe, or pervasive, or objectively offensive to alter the condition of employment, or limit, interfere with, or deny educational benefits or opportunities, from a subjective (the alleged victim's) and an objective (a reasonable person's standard) viewpoint.

Whether a hostile environment has been created is a fact-specific inquiry, which includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access ATSU's education program or activity, including employment.
- The type, frequency, and duration of the conduct.
- The parties' ages, roles within ATSU's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct.
- The location of the conduct and the context in which the conduct occurred.
- Other harassment in ATSU's education program or activity.

General discrimination grievance process

A. Any individual who feels they have witnessed or experienced behavior prohibited by this policy or who has questions, concerns, or information regarding potential violations of this policy should immediately report the circumstance(s) or incident(s) to their supervisor or one of the contact persons described within this policy. Once a report is shared with the Title IX coordinator (or designee) or deputy Title IX coordinator, the complainant will be notified in writing of their ability to file a formal complaint.
B. All University employees are required to report any knowledge of a violation of this policy, with the limited exception of confidential employees, including licensed professional mental health counselors and other persons with a professional license requiring confidentiality who are working within that license, as well as ATSU Institutional Review Board-approved researchers. Confidential employees must share the Title IX coordinator's contact information and how to make a report with anyone communicating potential violations under this policy.
C. If a complainant does not wish for a formal complaint to move forward into an investigation, the Title IX coordinator (or designee) may move forward and submit a formal complaint if there is a compelling risk to the health or safety of individuals or the community based on a risk assessment. This risk may be based on a pattern, predatory behavior, abuse of minors, use of weapons, violence, and/or other compelling rationale.

D. A formal complaint must be made in writing to the Title IX coordinator (or designee) or a deputy Title IX coordinator to initiate a formal complaint evaluation, which may lead to an investigation (see formal complaint evaluation).
E. A complainant may receive supportive measures without filing a formal complaint or proceeding to an investigation (see supportive measures).
F. If the formal complaint is moved to the formal resolution process, the parties will receive notice of investigation and allegations, including:
    1. Applicable policies with specific sections of alleged violations identified.
    2. Notice of details of the allegations, if known.
    3. Identities of parties involved, if known.
    4. Date(s) of incident(s), if known.
    5. Location(s) of incident(s), if known.
    6. Right to have an advisor of the party's choice.
    7. A statement that the respondent is presumed not in violation of policy.
    8. Access to applicable policies.
    9. A reminder of the expectation for truthfulness in the process.
    10. The ability to review and inspect directly related evidence at the conclusion of the investigation.
    11. A statement regarding the prohibition of retaliation.

General discrimination formal resolution process
The formal resolution process includes investigation and decision by unbiased investigators, subject to appeal, and final determination. Remedies to restore those impacted will be implemented upon the finding of a policy violation.

Investigation
A. Investigations will be completed within a prompt and reasonable timeframe dependent on the context and facts related to the formal complaint.
B. Parties will be regularly updated as to the projected timeline for completion of the investigation. During the process, parties will:
    1. Be given timely notice of any meetings at which either or both may be present.
    2. Have equal opportunity to present witnesses and provide evidence.
    3. Have the opportunity of an advisor of their choice.

        a. If either party does not have an advisor during the investigative process, ATSU will, if requested, provide an advisor for the party.
        b. It is advised that supervisors of the parties should not serve as advisors. If a supervisor of the respondent is the advisor of choice for either party, the supervisor will not be involved in the sanctioning process.
        c. Parties' advisors may not contact investigators, the Title IX coordinator, or appeal decision-makers directly. All contact should be initiated and carried out by the parties themselves.
C. Investigators will be assigned from GERT in an effort to provide the fairest and most impartial process. In some circumstances, investigators may be third-party consultants.
D. If a respondent separates from the University during the investigation process, the respondent may not be permitted to rejoin the University until disposition of the formal complaint, and a notation will be placed on their transcript or employment record. ATSU may continue the formal resolution process even if a respondent separates from the University.
E. After the notice of investigation is provided to both parties, the investigators will meet with both parties to provide information about the process, answer questions about the allegations, and gather evidence and witness lists. The parties will be expected to provide a rationale for why a witness should be interviewed and what information they may have about the allegations. Character witnesses are generally not permitted.
F. Investigators will only consider evidence that is deemed relevant and not otherwise impermissible (see definitions).
G. Investigators will interview parties and witnesses. A transcript will be created from each interview. Parties and witnesses will have five business days to review transcripts.
H. Investigators will conduct credibility assessments of relevant evidence, including interviews with parties and witnesses.

I. Investigators will determine the facts of the allegation, including agreed-upon information and disputed information.
J. Investigators will conduct an analysis, including evidence in support of and evidence contradicting the allegations, to determine if a policy violation has occurred.
K. ATSU uses the preponderance of the evidence standard of proof when determining whether a policy violation occurred (see definitions).
L. The final investigation report and final determination will be provided to the parties, who will have five business days to appeal (see appeals). If there is no appeal within five business days, the report, its findings, and any sanctions will be final. If there is an appeal, the appeal process will be followed.
M. In addition to the final report, parties will receive relevant and directly related evidence collected in the investigative process.

Sanctions

A. Sanctions are determined by the hearing panel within the Title IX grievance process or recommended by the investigators within the general discrimination grievance process, with approval by the Title IX coordinator.
B. Sanctions for student violations of ATSU Policy No. 90-210 include, but are not limited to, a reprimand, disciplinary warning to be added to the student's permanent file, educational sanctions, required counseling, limitations on activities, probation, suspension, dismissal, revocation of diploma, student organizational sanctions, and other context-appropriate sanctions.
C. Sanctions for employee violations of ATSU Policy No. 90-210 include, but are not limited to, a disciplinary warning to be added to the employee's permanent file, performance management improvement process, required counseling, probation, additional instruction, suspension with or without pay, loss of annual pay increase, loss of oversight or supervisory responsibility, demotion, dismissal, and other context-appropriate sanctions.
D. ATSU community members who share employee and student status may be sanctioned under either or both statuses. The status under which they are sanctioned depends on the context of the allegations.
E. Sanctions will be implemented as soon as feasible once a determination is final, either upon the outcome of any appeal or the expiration of the appeal window without an appeal being requested.
F. Failure to abide by the sanction(s)/action(s) imposed by the specified date, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, dismissal, or termination from ATSU.

Appeals

A. Parties will have the right to appeal, in writing, within five business days of receiving the outcome report of a hearing panel (Title IX grievance process) or investigation (general discrimination grievance process), a dismissal of allegations (Title IX grievance process or general discrimination grievance process), or a challenge to a supportive measure. If the appeal is untimely or not substantively eligible, the original decision will stand and be final. The party requesting the appeal must show an error that could have changed the outcome of the decision based on the grounds below. Sanctions are presumed to have been decided reasonably and appropriately. The only grounds for appealing a decision in a Title IX grievance process, general discrimination grievance process, or dismissal of allegations are:
    1. A procedural irregularity that would change the outcome.
    2. New evidence that would change the outcome and was not reasonably available when the final determination was made. A summary of this new evidence and its potential impact must be included. Evidence is deemed not "reasonably available" if, despite the party exercising objective due diligence and reasonable effort, the evidence could not have been discovered, secured, or produced before the close of the investigative or summary record.
    3. The Title IX coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.
    4. The sanctions fall outside the range designated for this offense, considering the respondent's cumulative conduct/disciplinary record (applicable to sanctions of suspension, dismissal, or termination only).

B. Parties will be provided the evidence that is relevant or directly related to the finding in an electronic format. The evidence is not to be printed or transferred to other parties. The parties may request that their advisor receive access to the evidence as well.
C. Appeals must be submitted in writing to the Title IX coordinator (or designee) for review to determine standing. Appeals with standing will be forwarded to an appeal decision-maker or third-party consultant.
D. If an appeal is determined to have standing, the other party or parties will have the opportunity to review the appeal and provide a written response within three business days.
E. If some or all of an appeal is determined to not have standing, the appealing party will receive notice and an explanation. A decision to deny an appeal because of a lack of standing is not appealable.
F. Upon receipt of a written appeal, the Title IX coordinator (or designee) will select an appeal decision-maker consisting of up to three GERT members or third-party consultants to rule on the appeal. An appeal decision-maker can be as few as one person.
G. Appeal decisions are to be deferential to the original decision-maker(s), making changes to the final determination only where there is clear error and to the sanction only if there is a compelling justification to do so. An appeal is not an opportunity for appeal decision-makers to substitute their judgment for that of the original hearing body or investigators merely because they disagree with the finding and/or sanctions.
H. Any sanctions, excluding termination, employment transfer, or expulsion, imposed at the conclusion of an investigation will remain in effect during the appeals process. Termination, employment transfer, expulsion, or dismissal will be treated as a suspension from the conclusion of the application of sanctions to the conclusion of the appeal process. If the appeal upholds employment termination, employment transfer, or expulsion, the sanction will be instituted immediately at the conclusion of the appeal.
I. The appeal decision-maker(s) will rule on the appeal within 15 business days. Any extension beyond 15 business days will be communicated to both parties, along with an updated timeframe for the ruling.
J. If an appeal is granted for a decision based on the Title IX grievance process or the general discrimination grievance process, direction will be provided by the appeal decision-maker(s) regarding next steps. Appeal decision-maker(s) may:
    1. Remand the case to the original hearing panel.
    2. Remand the case to a new hearing panel.
    3. Remand the case back to the original investigators.
    4. Remand the case to a new set of investigators.
    5. Make no change to the decision or sanction.
K. A notice of appeal outcome letter will be sent to all parties simultaneously. The appeal outcome letter will specify the finding on each appeal ground and any specific remand or reconsideration instructions.

L. When the appeal results in no change to the finding or sanction, that decision is final. When the appeal results in a remand to a hearing panel or investigators, appeal rights reset pending the new determination of the finding or sanction. If only a new sanction is considered, only the new sanction may be appealed. If both the finding and sanction are considered, all appeal rights reset. Appeal decisions for dismissals or challenges are final.

Amnesty

ATSU provides amnesty for drug/alcohol possession and consumption violations under this policy.

A. ATSU strongly encourages students and employees to report potential violations of this policy. Therefore, individuals who make a good-faith report to appropriate authorities regarding potential violations will not face University disciplinary action for their own drug/alcohol possession or consumption in connection with the reported incident.
B. Amnesty for persons making a report in good faith does not include exclusion from substance abuse counseling and/or rehabilitation, which may be necessary for employees or students with clinical responsibilities or patient contact.

Free speech and academic freedom

Faculty and other academic appointees, staff, and students of the University enjoy significant free speech protections guaranteed by the First Amendment of the U.S. Constitution.

A. This policy is intended to protect members of the University community from discrimination, not to regulate protected speech.
B. This policy will be implemented in a manner recognizing the importance of rights to freedom of speech and expression.
C. The University also has a compelling interest in free inquiry and the collective search for knowledge and thus recognizes principles of academic freedom as a special area of protected speech.
D. Consistent with these principles, no provision of this policy will be interpreted to prohibit conduct legitimately related to course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic, or literary expression of students in classrooms and public forums.
E. Freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct violating federal or state anti-discrimination laws.

Record retention.

ATSU will maintain copies of the following documents/records relating to this policy for seven years, in accordance with ATSU's record retention schedule and applicable laws.

A. Each discrimination investigation report and evidence gathered.
B. Final determination letters and disciplinary sanctions imposed upon the respondent.
C. Audio or audiovisual recordings or transcripts of live interviews and hearings.
D. Remedies provided to the complainant to restore or preserve equal access to education programs or activities.
E. Any appeal and the result thereof.
F. Informal resolution agreements.
G. Supportive measures offered in response to a report or formal complaint of sexual harassment.
H. Written basis explaining ATSU was not deliberately indifferent in its response to reports for formal complaints of sexual harassment, which is often a conclusion of the investigation report and hearing panel report.
I. ATSU will retain all materials used to train Title IX coordinators (or their designees), investigators, and any person who facilitates an informal resolution process.
J. Documentation explaining why supportive measures were not provided and why it was reasonable in light of known circumstances.

Responsibility

A. All ATSU employees
    1. Nonconfidential employees are required to report instances of discrimination, harassment, or retaliation to the Title IX coordinator (or designee) or deputy Title IX coordinators and cooperate fully in an investigation when not named as a party. The mandatory reporting obligation applies strictly to third-party reports and observations. Employees retain full autonomy regarding whether to disclose or formally report conduct experienced directly by them.
    2. Employees are required to complete education at the time of hire and annually thereafter on ATSU's obligation to address discrimination, the scope of conduct constituting discrimination, including the definition of sex-based harassment, and notification and information sharing requirements.
B. All ATSU employees and students – Employees and students are required to comply with the requests of the Title IX coordinator (or designee) in implementing supportive or interim measures and sanctions. Employees and students who are not named as responding parties must cooperate fully with investigations.

C. All ATSU confidential employees – Employees designated as confidential (i.e., counselors and others working under a professional license that requires confidentiality) must share the Title IX coordinator's contact information and information on how to make a report with anyone communicating potential violations under this policy.
D. All ATSU researchers – Those doing confidential research approved by ATSU's Institutional Review Board are not required to report instances of harassment, discrimination, or retaliation reported to them within the specific scope of research. However, researchers must contact the Title IX coordinator to receive guidance on providing the research subject with information on reporting and access to supportive measures and remedies.
E. All ATSU employees serving as GERT members – GERT members are required to complete instruction on a regular basis.
F. Title IX and civil rights coordinator – Responding to and monitoring all formal complaints of discrimination, harassment, or retaliation from students, employees, members of the public, or beneficiaries is the responsibility of the Title IX coordinator (or designee). This employee is responsible for facilitating appropriate sex-based and gender-based harassment and discrimination awareness, prevention, education, monitoring, reporting, investigation, and resolution at ATSU.