



## **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

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**All University policies may be found on the ATSU portal. Sign in at [my.atsu.edu](http://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](mailto:hr@atsu.edu).

The contents of the *Handbook* are subject to change. The latest version is located at [my.atstu.edu](http://my.atstu.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 Santa Maria, 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 with a commitment to continue 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 Accommodation Services. Faculty should not provide disability-related accommodations without referral to and notice from ATSU Accommodation Services. Students seeking accommodations must begin the process by contacting ATSU Accommodation Services at [accommodations@atsu.edu](mailto: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), gender, sexual orientation, gender identity, 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 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.atstu.edu/titleix](http://www.atstu.edu/titleix).

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

Employees, applicants for employment members of the public, or beneficiaries should contact:

**Arizona campus**

Tonya Fitch  
Director of Human Resources  
Deputy Title IX Coordinator  
5850 E. Still Circle  
Mesa, AZ 85206  
480.219.6007  
[tfitch@atsu.edu](mailto:tfitch@atsu.edu)

**Missouri campus**

Donna Brown  
Assistant Chief for Human Resources  
Deputy Title IX Coordinator  
800 W. Jefferson St.  
Kirksville, MO 63501  
660.626.2790  
[dbrown@atsu.edu](mailto:dbrown@atsu.edu)

Students or student applicants should contact:

**Arizona campus**

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](mailto:michaelzajac@atsu.edu)

**Missouri campus**

Lori Haxton  
Vice Chancellor for Student Affairs  
Deputy Title IX Coordinator  
800 W. Jefferson St.  
Kirksville, MO 63501  
660.626.2236  
[lhaxton@atsu.edu](mailto:lhaxton@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](mailto:titleix@atsu.edu)

Please see Appendix A for the complete ATSU Policy No. 90-210: Prohibition of Discrimination, Harassment, 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), gender, sexual orientation, gender identity, 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, 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, and Mesa, Arizona, campuses must register the vehicle(s) with facilities 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 Nos. 90-116: Parking Regulations – Kirksville campus](#) and [90-117: Parking Regulations – Mesa campus](#).

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).

#### 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 [ATSU Policy No. 90-100: Equal 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](mailto: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 UKG Pro. 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 UKG Pro by Dec. 15 in the event of relocation or employment separation to receive W-2 notifications.

Employees may access their W-2 in UKG Pro by going to Menu>Myself tab>W2 (within the pay section).

Employees W-2s, which are available, will be listed there. Click on the year of the W-2 to view the W-2. After viewing the W-2, you may print it by clicking on the print icon in the upper right corner.

To receive an electronic W-2, go to Menu>Myself tab>W2 (within the Pay section)>Change W-2 Consent Form (Under Things I can do in the upper right hand corner. Then select “Go Paperless! I consent to receive my Form W-2 Electronically.”

UKG Pro also has provides access to paystubs. Paystubs are under Current Pay Statement for your most recent paystub (Menu>Myself tab>Current Pay Statement) or Pay History for past pay stubs (Menu>Myself tab>Pay History).

To resolve difficulty with the UKG Pro, please contact:

Mary Lou Carter at 660.626.2791 or [mcarter@atsu.edu](mailto: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](http://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](http://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 Anthem network, visit [www.anthem.com](http://www.anthem.com). 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](http://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 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 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

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 your 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 and Northeast Regional Health and Fitness Center 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.	<a href="#">The Health Insurance Portability and Accountability Act of 1996 (HIPAA)</a>
Student information, including educational records	Grades, test scores, transcripts, disciplinary records, contact and family information, class schedules.	<a href="#">The Family Educational Rights and Privacy Act (FERPA).</a>
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	<a href="#">Gramm-Leach-Bliley Act</a> <a href="#">Payment Card Industry Data Security Standard.</a>
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 DAAPP 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 using 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 (ATSU) serves as a learning-centered university dedicated to preparing highly competent professionals through innovative academic programs with a commitment 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

#### **Purpose**

The purpose of this general order is to provide an employment and a 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, the Violence Against Women Act Reauthorization of 2013, Title VII of the Civil Rights Act of 1964, 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), gender, sexual orientation, gender identity, age, disability, veteran status, or any other status protected by applicable law, is a violation of University policy and prohibited by ATSU. This policy ensures compliance with law, emphasis on a fair and equitable learning and work environment, and fair process for all concerned.

This policy, and excerpts from it, appears within many ATSU publications, both online and in print. For the most up-to-date version of this policy, refer to [atsu.edu/prohibition-of-discrimination-harassment-and-retaliation](https://atsu.edu/prohibition-of-discrimination-harassment-and-retaliation).

#### **Policy**

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

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. Reports of inappropriate behavior which is 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 are protected from adverse action or retaliation under provisions of this policy and by ATSU Policy No.10-216: Whistleblower. 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 by multiple individuals regarding discrimination, harassment, or retaliation by the same respondent, the Title IX coordinator (or designee) may initiate investigation into the reports, regardless of the participation level of one or more of the reporting parties.

#### **Internal complaints regarding potential violations of the Clery Act, Title IX, or Title VII**

To report violations of ATSU's nondiscrimination policies, request information, or for assistance filing a police report, all ATSU community members may contact:

Dr. John Gardner, Title IX 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	Kirkville, Missouri, campus & St. Louis Dental Center	Santa Maria, 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	Lori Haxton Vice Chancellor, Student Affairs Deputy Title IX Coordinator 800 W. Jefferson St. Kirkville, MO 63501 660.626.2236 lhaxton@atsu.edu	Dianne Korth Director Student Affairs Deputy Title IX Coordinator 1075 E. Betteravia RD, Ste. 202 Santa Maria, CA 93454 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. Kirkville, 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 anonymously and confidentially report situations or behavior prohibited by this policy, call the 24-hour service at 1.855.FRAUD-HL or use the secure online reporting form at [fraudhl.com](http://fraudhl.com). Reference company ID (“ATSU”) when making a report.

### 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	
Kirkville, Missouri, campus	Off-campus	911	660.349.9513	660.785.6945
	On-campus	9-911	33	
Santa Maria, California, campus	Off-campus	911	805.245.6221	805.928.3781
	On-campus	911	805.245.6221	
St. Louis Dental Center	Off-campus	911	314.814.8568	314.231.1212

	<u>On-campus</u>	<u>4444</u>	<u>314.814.8568</u>	
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If you are in an area without an identified ATSU facility, please contact 911 to report a crime or seek police assistance.

**On-campus, confidential resources available for students**

ATSU Behavioral Health & Wellness Counseling Services ([atsu.edu/counseling\\_services](https://atsu.edu/counseling_services))

Mesa, Arizona, campus	Kirkville, Missouri, campus	Santa, Maria, California, campus	St. Louis Dental Center
Desirai Browning, MAS, LAMFT Behavioral Health & Wellness Counselor 480.219.6170 <a href="mailto:desiraibrowning@atsu.edu">desiraibrowning@atsu.edu</a>  Karen Taylor, MS, LPC, NCC Behavioral Health & Wellness Counselor 480.219.8069 <a href="mailto:karentaylor@atsu.edu">karentaylor@atsu.edu</a>  Timely Care 833-4-TIMELY	Sarah Thomas, EdD, MSW, LCSW Director - Behavioral Health & Wellness 660.626.2751 <a href="mailto:sarahthomas@atsu.edu">sarahthomas@atsu.edu</a>  Phil Jorn, MA, LPC, NCC Behavioral Health & Wellness Counselor 660.626.2138 <a href="mailto:philjorn@atsu.edu">philjorn@atsu.edu</a>  Timely Care 833-4-TIMELY	Timely Care 833-4-TIMELY	Sarah Thomas, EdD, MSW, LCSW Director - Behavioral Health & Wellness 660.626.2751 <a href="mailto:sarahthomas@atsu.edu">sarahthomas@atsu.edu</a>  Phil Jorn, MA, LPC, NCC Behavioral Health & Wellness Counselor 660.626.2138 <a href="mailto:philjorn@atsu.edu">philjorn@atsu.edu</a>  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 <a href="mailto:OCR.kansascity@ed.gov">OCR.kansascity@ed.gov</a>	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 <a href="mailto:OCR.Denver@ed.gov">OCR.Denver@ed.gov</a>	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
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## 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

Santa Maria Rape Crisis Center Hotline (California) - 805.928.3554

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](http://www.anthemEAP.com) (enter code: ATSU).

## Policy definitions

**Advisor** – A person selected by the complainant or respondent to be present at interviews or the hearing process. Advisors may not answer questions on behalf of their party. Advisors pose questions on behalf of their party in the hearing setting. Advisors may not contact the other party except in the hearing setting. The Title IX coordinator can provide an advisor for a party if the party so desires. A party may request from the Title IX coordinator for more than one advisor if there is a support need, including a disability accommodation. Evidence from a healthcare professional, or similarly situated expert, of a support need will be required. Advisors will present themselves in a professional manner. Investigators, hearing board chairs, and other institutional officials may remove an advisor from the process if the advisor’s behavior is abusive, belligerent, or otherwise inconsistent with a professional nature. A party will be able to replace their advisor if removed.

**Appellate panel** – A group of trained ATSU employees from the Grievance and Equity Response Team (GERT) who reviews appeals of findings from the Title IX Grievance Process or General Discrimination Grievance Process.

**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.

**Coercion** – 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.

**Complainant** – An ATSU community member who alleges their educational or employment rights were infringed upon based on class-based (race, sex, gender, etc.) discrimination or harassment.

**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.

**Consent** – Consent is knowing, voluntary, and clear permission by word or action 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 him/her back (if you want to) without the need to explicitly obtain *his/her* 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 reasonable 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.

**Finding** – The determination of the hearing panel (Title IX Grievance Process) or investigators (General Discrimination Grievance Process) regarding a violation of policy based on the preponderance of the evidence standard.

**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 (e.g., “Have sex with me, or I’ll hit you.” “Okay, don’t hit me, I’ll do what you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual 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 non-consent.

**General discrimination** – Discrimination or harassment not defined or covered under Title IX regulations and the Title IX Grievance Process.

**Grievance and Equity Response Team (GERT)** – A team of trained ATSU employees who serve as advocates, investigators, hearing panel members, and appellate panel members within the grievance process. GERT membership is maintained and trained by the Title IX coordinator.

**Hearing panel** – A group of trained ATSU employees (usually three) from the GERT who hear and conduct a proceeding to determine a finding regarding a formal complaint of discrimination in the Title IX Grievance Process.

**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, 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.

**Preponderance of evidence** – The standard of evidence used in this policy. This standard indicates it is more likely than not of a finding of either in violation or not in violation of policy.

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

**Respondent** – Party accused of violating ATSU policy.

### **General overview of grievance processes**

The general overview of grievance processes is a simplified guide. For specific information about each process, please review the actual processes, *Title IX Prohibited Conduct and Grievance Process* and *General Discrimination Prohibited Conduct and Grievance Process* below.

**A. Initial review of formal complaints.** Formal complaints of discrimination and harassment made under this policy will be reviewed under a multipronged approach.

1. Formal complaints will be reviewed to consider whether they are sex (including pregnancy), gender, or sexual orientation based in nature. Formal complaints which could be sex (including pregnancy), gender, or sexual orientation based in nature will be considered initially under the Title IX Grievance Process. Formal complaints which are not sex (including pregnancy), gender, or sexual orientation based will be routed to the General Discrimination Grievance Process.
2. Sex (including pregnancy), gender, or sexual orientation formal complaints routed to the Title IX Grievance Process will be reviewed as to whether they fall under Title IX Final Rule published in the Federal Register, May 19, 2020.
3. If a sex (including pregnancy), gender, or sexual orientation formal discrimination complaint at any point is dismissed as a potential violation under the Title IX Grievance Process (See *Title IX Prohibited Conduct and Grievance Process.*), it will be reviewed as a potential violation under the General Discrimination Grievance Process (See *General Discrimination Prohibited Conduct and Grievance Process.*).
4. Components of discrimination or harassment, which indicate a potential violation of both the Title IX and General Discrimination Grievance Process, will be considered under the Title IX Grievance Process. If no Title IX violation is found, the complaint may be considered under the General Discrimination Grievance Processes.
5. Promotion and progress boards are not involved in the hearing, investigation, sanctioning, or appeal process of formal complaints of discrimination, harassment, or retaliation based on class.

**B. Title IX Grievance Process summary**

1. Any formal complaint routed to the Title IX grievance process will be reviewed first to determine if there are grounds for immediate dismissal (See *Title IX Prohibited Conduct and Grievance Process B.2.*). If the formal complaint is dismissed under the Title IX Grievance Process, it may be reviewed under the General Discrimination Grievance Process.
2. If there are no grounds for dismissal, there will be notice of investigation provided to both the complainant and respondent.
3. Both parties will have opportunities for supportive measures.
4. A formal resolution process will begin, which includes an investigation by an impartial investigator(s), a hearing before an impartial hearing panel of one to three panel members, the opportunity to present witnesses and evidence, the opportunity to cross-examine the other party's witnesses, and the opportunity to appeal.
5. Parties have the opportunity to move from a formal resolution process to an informal resolution process in some instances based on the nature of the complaint.
6. In the formal resolution process, the hearing panel decides on policy violation(s) and sanctions.
7. Both parties have the opportunity to appeal a dismissal or a finding. If an appeal has standing under the policy, an appellate panel will rule on the appeal. Written notice will be provided to the parties following the appellate panel report.

**C. General Discrimination Grievance Process summary**

1. A discrimination and harassment complaint, which is not sex (including pregnancy), gender, or sexual orientation related or dismissed under the Title IX Grievance Process, will be reviewed under the General Discrimination Grievance Process.
2. Initial steps include a meeting between the investigator and the complainant and implementation of reasonable supportive measures, as requested.
3. If it is determined that if all alleged facts are true there would still be no policy violation, the complaint will be dismissed, and the investigator will produce a report stating such conclusion.
4. If there is a determination of a potential policy violation, notice will be provided to the respondent and appropriate supportive measures provided.
5. An investigation by an unbiased investigator(s) will begin.
6. Written notice to both parties of the investigation findings, including determination of responsibility, sanctions, and available appeal procedures, will be provided to both parties. Both parties have the right to appeal the decision of the investigator to an appellate panel, provided the appeal has standing under this policy. The appellate panel's decision will be communicated to the parties in writing.



## **Title IX Prohibited Conduct and Grievance Process**

This process applies to ATSU community members in their dealings with each other within the educational program of ATSU. If through this process, any University employee or student is found in violation of this policy, then 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 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](#).

### **A. Prohibited conduct under Title IX**

1. Prohibited conduct includes unwelcome conduct, whether verbal, non-verbal, physical, or visual, based on or relates to an individual's sex (including pregnancy), gender, or sexual orientation, which occurs within the U.S. as a part of the recipient's program or activity to a person who participates in a recipient's program or is attempting to participate in a recipient's program and such conduct has the effect of creating a hostile environment, constitutes quid pro quo harassment, or constitutes sexual assault, dating violence, domestic violence, or stalking.
  - a. Hostile environment
    1. Unwelcome conduct 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 both a subjective (the alleged victim's) and an objective (a reasonable person standard) viewpoint.
    2. Determination of whether an environment is "hostile" will be based upon circumstances, including:
      - a. Conduct's frequency;
      - b. Conduct's nature and severity;
      - c. Whether the conduct was physically threatening;
      - d. Whether the conduct was humiliating;
      - e. Conduct's effect on the alleged victim's mental or emotional state;
      - f. Whether the conduct was directed at more than one person;
      - g. Whether the conduct arose in the context of other discriminatory conduct;
      - h. Whether the conduct unreasonably interfered with the alleged victim's educational or work performance;
      - i. Whether the statement is an utterance of an epithet, which engenders offense in an employee or student or offends by mere discourtesy or rudeness;
      - j. Whether the speech or conduct deserves the protections of academic freedom or the First Amendment of the U.S. Constitution; and
      - k. Whether the conduct impacts the educational or work environment, regardless of the location of the actual harassment, discrimination, or retaliation.
    3. Examples of prohibited conduct include, but are not limited to, jokes, epithets, slurs, insults, negative stereotyping, written or graphic material (including emails), or any threatening or intimidating acts denigrating or showing hostility toward an individual and relate to sex (including pregnancy), gender, or gender identity.
    4. Prohibited behavior also includes any unwelcome behavior of a sexual nature, including sexual advances and propositions; requests for sexual favors; sexual jokes, comments, suggestions, or innuendos; foul or obscene gestures or language; display of foul, obscene, or offensive printed or visual material; unwelcome physical contact of a sexual nature, including bodily contact with the breast, groin, or buttocks; patting, pinching, hugging, or brushing against another individual's body; and any other unwelcome verbal, non-verbal, physical, or visual conduct of a sexual nature where:
      - a. Submission to such conduct is an explicit or implicit condition of employment or education; or
      - b. Submission to or rejection of such conduct is used as a basis for employment-related or academic related decisions, including promotion, discharge, performance evaluation, pay adjustment, discipline, work assignment, or any other condition of employment or career or academic development; or

- c. Such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, abusive, or offensive working or educational environment.
  - b. Quid pro quo harassment
    - 1. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
    - 2. A person having power or authority over another constitutes sexual harassment when submission to sexual conduct is made either explicitly or implicitly a term or condition of rating or evaluating an individual's educational or employment progress, development, or performance. This includes when submission to such conduct would be a condition for access to receiving the benefits of any educational or employment program.
  - c. Sexual assault, dating violence, domestic violence, and stalking
    - 1. Sexual assault, defined as:
      - i. Sex offenses, forcible – Any sexual act directed against another person, without the consent of the complainant, including instances where the complainant is incapable of giving consent. This includes attempts to commit any of the following acts.
        - b. Forcible rape – Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the complainant.
        - c. Forcible sodomy – Oral or anal sexual intercourse with another person, forcibly and/or against that person's will, or not forcibly or against the person's will (non-consensually) in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
        - d. Sexual assault with an object – To use an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will, or not forcibly or against the person's will (non-consensually) in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
        - e. Forcible fondling – The touching of the private body parts of another person (buttocks, groin, breasts) for the purpose of sexual gratification, forcibly and/or against that person's will (nonconsensual), or not forcibly or against the person's will in instances where the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
      - f. Sex offenses, nonforcible – Nonforcible sexual intercourse. This includes attempts to commit any of the following acts.
        - i. Incest – Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by state law.
        - ii. Statutory rape – Nonforcible sexual intercourse with a person who is under the statutory age of consent where the violation occurs.
    - 2. Dating violence, defined as: Violence committed by a person who is 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 the relationship, type of relationship, and frequency of interaction between the persons involved in the relationship. For purposes of this definition,
      - a. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
      - b. Dating violence does not include acts covered under the definition of domestic violence.
    - 3. Domestic violence, defined as:
      - a. A felony or misdemeanor crime of violence committed against the complainant by a:
        - i. Current or former spouse or intimate partner of the complainant;
        - ii. Person with whom the complainant shares a child in common;
        - iii. Person who is cohabitating with, or has cohabitated with, the complainant as a spouse or intimate partner; or
        - iv. Person similarly situated to a spouse of the complainant under the state or local domestic or family violence laws.

- v. Any other person against an adult or youth complainant who is protected from that person's acts under state or local domestic or family violence laws.
  - b. Domestic violence does not apply to those who are roommates, but do not meet other components of the definition.
4. Stalking defined as:
- . Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    - a. Fear for the person's safety or the safety of others; or
    - b. Suffer substantial emotional distress.
  - a. For the purposes of this definition:
    - i. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
    - ii. Reasonable person means a reasonable person under similar circumstances and with similar identities to the complainant.
    - iii. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily require medical or other professional treatment or counseling.
5. Additional sex-based 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 procedures**

1. Any individual, who feels s/he has 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 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. 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 interim remedies.
  - b. 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 health or safety of individuals or the community based on a risk assessment. The risk may be based on pattern, predatory behavior, abuse of minors, use of weapons, and/or violence.
2. Upon receipt of a formal discrimination or harassment complaint based on sex, the Title IX coordinator (or designee) will conduct an initial assessment of the formal complaint to determine whether it indicates a possible violation of this policy. If a report is made, the Title IX coordinator (or designee) will review the report in an initial meeting with the complainant. Objectives of this initial meeting will be to reduce the report to writing, stop the harassment, prevent its recurrence, and take steps to remedy its effects in the interim.
  - . A report must be made in writing to the Title IX coordinator or a deputy Title IX coordinator to initiate an initial assessment, which may lead to an investigation.
  - a. A complainant may receive supportive measures without submitting a formal complaint in writing. Supportive measures include, but are not limited to, academic, housing, co-curricular activity, and employment adjustments, temporary no-contact orders, and other steps to stop the behavior and prevent its occurrence in the interim.
  - b. The Title IX coordinator (or designee) will review the formal complaint to determine if there is a need to dismiss it as a Title IX violation and refer it to the General Discrimination Grievance Process.
    1. Mandatory dismissal under Title IX will occur because:
      - a. Alleged behavior did not occur within the U.S.

- b. Alleged behavior did not occur within the education program or activity (including buildings or property controlled by recognized student organizations), and/or the respondent is not within ATSU's jurisdiction.
  - c. Alleged behavior did not meet the definition of sexual harassment, sexual assault, stalking, domestic violence, or dating violence in the policy.
  - d. Complainant was not participating or attempting to participate in the educational program or employment of the recipient.
- 2. Discretionary dismissal by ATSU may occur when:
  - a. Complainant wishes to withdraw the formal complaint (if the complainant notifies the Title IX coordinator, in writing, of this wish).
  - b. Respondent is no longer enrolled or employed by the recipient.
  - c. There are specific circumstances preventing ATSU from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 3. If a federal or state court requires a hearing for sex- or gender-based offenses, then dismissal under B.2.c.1 and B.2.c.2 do not apply.
- 3. Reports are reviewed, investigated, and heard by GERT members. In some instances, an outside party may be contracted to complete some or all of the roles in the grievance process.
  - a. GERT is made up of the Title IX coordinator, deputy Title IX coordinators, and other employees trained to serve in a variety of roles within the grievance process.
  - b. GERT members receive annual training. This training may include the following topics, processes, and skills, but is not limited to: 1) Training topics: definition of sexual harassment, scope of the recipient's education program or activity, impartiality, how to avoid prejudging of facts, conflicts of interest, bias, issues of relevance as it relates to questions and evidence (specifically as how it relates to sexual predisposition or prior sexual behavior), 2) Processes: how to conduct an investigation, hearing, appeal, and an informal resolution, and 3) Skills: ability to use technology in a live hearing, writing of investigative reports, and writing of hearing and appeals decisions.
  - c. GERT members are required to attend annual training. Training is posted on [atsu.edu/titleix](https://atsu.edu/titleix).
- 4. If, following initial review of the complaint, it is determined no potential policy violations exist, the Title IX coordinator (or designee) will produce a report stating such conclusion, including all elements of the initial meeting and supportive measures taken.
- 5. If, after an initial meeting between the Title IX coordinator (or designee) and a complainant, it is determined any part of this policy may have been violated, the complainant may choose to utilize a formal or informal process to address the complaint:
  - Whether a formal or informal complaint, the respondent and complainant will receive notice of the accusations with:
        - 1. Applicable policies with specific sections of violation identified
        - 2. Notice of details of allegation(s)
        - 3. Identities of parties involved
        - 4. Date(s) of incident(s)
        - 5. Location(s) of incident(s)
        - 6. A statement that the respondent is presumed not in violation of policy
        - 7. Access to applicable policies
        - 8. A reminder of the expectation for truthfulness in the process
    - b. Informal resolution - Typically used for less serious offenses and when the respondent is willing to accept responsibility for some or all of the alleged violation(s). The complainant and respondent must agree to informal resolution in writing.
      - 1. An informal resolution is available to the parties at any time up until a determination has been made within a formal process.
      - 2. Any party involved within an informal resolution may stop it at any time up until an agreement is achieved and request a formal resolution process.
      - 3. Informal resolution process:
        - a. Parties engage in a dialogue regarding the accusations through a trained facilitator (often the Title IX coordinator). This may be in person, through shuttle diplomacy, or some other manner.
        - b. Respondent may accept responsibility for all or some of the allegations.

- c. Sanctions and remedies are determined by the parties through dialogue and not by ATSU.
    - d. Parties come to a written resolution which will be maintained on record by the Title IX coordinator.
  - 4. Both parties may have an advisor of their choice present for the informal resolution.
- 5. ATSU will provide both parties in an informal resolution with written notice of the reported misconduct and any sanctions or remedies that may result from the process.
- 6. If an informal resolution process is initiated and then stopped, information shared during the informal resolution discussion or process may not be used in the formal resolution process.
  - 7. 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.
  - 8. An informal resolution cannot be conducted between an employee and student. Informal resolutions may only be utilized in employee/employee or student/student complaints.
- 9. Parties who reach an agreement through an informal resolution waive their appeal rights.
  - 10. A resolution within the informal resolution process is made with the agreement of non-disclosure, and the resolution is binding. Either party who violates the resolution may be in violation of additional policies. Once the agreement is made, there cannot be a formal process resolution.
- c. Formal resolution - Investigation and a hearing before neutral, impartial panel members, subject to appeal and final determination. Remedies to restore those impacted will be implemented upon a finding of a policy violation.
  - 1. Investigation
    - a. Length of investigations is based on a number of factors and variables, including nature and detail of complaint received, complexity of investigation, and cooperation level of parties and witnesses.
    - b. Investigations will be completed within a prompt and reasonable timeframe dependent on the context and facts related to the complaint.
    - c. Parties will be regularly updated as to projected timeline for completion of the investigation. During the process, parties will be given timely notice of any meetings at which either or both may be present. Parties will have equal opportunity to present witnesses and provide evidence. Both parties have the opportunity to have an advisor of their choice. If either party does not have an advisor during the investigative process, ATSU will provide an advisor for the party, if the party wishes. During the hearing process, an advisor is required and will be provided to the parties if they do not have one. It is advised supervisors of the parties should not be advisors. If a supervisor of the respondent is the advisor of choice for either party, the supervisor will not be involved within the sanctioning process. Parties' advisors may not contact investigators, Title IX coordinator, hearing panel members, or appellate panel members directly. All contact should be initiated and carried out by the parties themselves.
    - d. Investigators will be assigned from the GERT in an effort to provide the most fair and impartial process. In some circumstances, investigators may be third party consultants.
    - e. If a respondent withdraws from the University during the investigation process, the respondent will not be permitted to re-enroll until disposition of the case, and a notation will be placed on their transcript.
    - f. At the conclusion of the investigation process, the investigation report and evidence collected will be submitted to the Title IX coordinator (or designee), in order to share the report with the parties and provide the report and evidence for the hearing panel.
      - 1. A draft of the investigative report will be provided to the parties. The parties will have 10 business days to respond in writing to the draft report.
      - 2. After receiving responses to the draft report or waiting 10 business days and there is no response, investigators will review additional material provided by the parties and compile the final investigation report.
      - 3. The final investigation report will be provided to the parties, who will have 10 business days to respond to the final investigative report in writing prior to the beginning of the hearing process.
      - 4. In addition to the final report, parties will receive all evidence collected in the investigative process.

## 2. Hearing

- a. The hearing will be conducted live. Hearings may be conducted virtually or in person depending on case circumstances. Parties will be notified of the hearing time and date no fewer than 10 business days in advance. Notification will include a description of violations of policy; date, time, and location of the hearing; rules of the hearing, and hearing panel members. Rescheduling of 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.
- b. The panel chair will conduct the hearing.
- c. The hearing panel will be selected from GERT, 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 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).
- d. Prior to the hearing, a pre-hearing conference will be offered to both parties. The pre-hearing conference will discuss procedural expectations with the parties, answer questions, and resolve any contested areas of process. Issues of relevance regarding lines of questioning and evidence are best decided in the pre-hearing conference rather than during the hearing. The pre-hearing conference will not be recorded.
- e. Hearing panel will review the witness testimony, investigator report, and other submitted evidence in order to make a decision of the respondent being in violation or not in violation.
- f. Hearing will proceed at the scheduled time, unless rescheduled by the panel chair. Absence of parties, witnesses, or advisors will not postpone a hearing.
- g. Both parties may choose to submit an impact statement. The impact statement must be provided to the Title IX coordinator at least one day prior to the hearing. The impact statements will be held by the Title IX coordinator; if the respondent is found responsible at the hearing, impact statements will be provided to the hearing panel for its use during the sanctioning phase.
- h. Hearing panel will begin the hearing with an assumption of not in violation on behalf of the respondent. As evidence is introduced, the hearing panel will evaluate credibility of the evidence until all evidence is presented to develop a finding.
- i. Hearing panel will use "preponderance of evidence" standard of evidence when determining whether there is a violation of policy.
- j. Order of the hearing:
  1. Welcome and explanation of the process
  2. Presentation of investigative report by the investigator
  3. Witnesses for complainant and complainant's testimony
  4. Witnesses for respondent and respondent's testimony
  5. Witnesses requested by hearing panel
  6. Conclusion of hearing and notification of timeline for finding
- k. 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.
- l. Investigators will present their investigation report during the hearing. The investigative report will not make an indication of findings, but share evidence found during the investigation. Investigators are not to share an opinion regarding whether or not a violation occurred.
- m. 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 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 (If an in-person or virtual questioning is not possible, written response to questions may be accepted as an investigator interview.). It is the parties' responsibility to ensure their witnesses are present at the hearing.
  - n. 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 will provide an advisor to conduct direct and cross-examination questions provided by the party.
- o. Parties, by their advisors, may question their own witnesses and cross-exam witnesses submitted by a different party. Advisors for parties will conduct questioning, and not the parties themselves. Advisors are to submit their questions from a seated position and in a professional tone. Parties, witnesses, or advisors

who behave in a non-professional manner may be removed by the hearing panel chair. 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 within the investigative process. The 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 or witness' willingness to submit to cross examination or direct examination may impact the credibility analysis by the hearing panel.

- p. 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 within two business days to the submitting party. Questions are usually not allowed because of lack of relevance, repetition, or because they are abusive in nature.
- q. 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.
- r. Each party also has the opportunity to refer the hearing panel to inculpatory evidence (evidence indicating the respondent violated policy) or exculpatory evidence (evidence indicating the respondent did not violate policy) which 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 has the right to deny admittance of evidence not submitted during the investigation or to refer the case back to the investigation stage.
- s. 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) sexual history of the parties (Though there may be a limited exception with respect to pattern, sexual history between parties, or where evidence regarding the complainant's sexual history is offered to prove a person or persons ,who are not the respondent, engaged in the reported misconduct, if relevant); or (3) 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 pattern and/or predatory conduct. There will be no observers of the hearing and no more than one advisor per party at the hearing. If a party has need for a supplemental advisor related to a 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).
- t. The hearing will be recorded only by the Title IX coordinator (or designee) and only for potential use in appeals. There are to be no other recordings by the parties or anyone else. If there is an appeal, the recording may be reviewed by the parties and their advisors in a controlled setting to be determined by the Title IX coordinator (or designee). No copies of the recording will be provided.
- u. 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.
- v. Simultaneous written notice to the parties describing hearing findings, including determination of responsibility and sanctions and available appeal procedures, will occur within five business days of the hearing. Any delay within the notification of findings and sanctions will be communicated to the parties simultaneously.
  - d. All ATSU employees who are not named as respondents must cooperate fully with any investigations and hearings.
    - 1. Exception - Employees acting under a professional license, which provides privilege (i.e., behavioral health & wellness counselors)
    - 2. Employees who have a professional license, which provides privilege, but are not acting under that license, do not have privilege (i.e., a healthcare provider serving in a professor role).
    - 3. Academic information protected under the Family Educational Rights and Privacy Act (FERPA) is available to investigations as legitimate educational interest.
- e. Complainant, respondent, and appropriate officials will be given timely and equal access to information to be used during informal and formal disciplinary meetings and hearings.

- f. Complainants and respondents are able to gather their own evidence and may discuss the allegations in the process of gathering evidence.

### **General Discrimination Prohibited Conduct and Grievance Process**

This process applies to all University employees and students in their dealings with each other and to all University employees and students in their dealings with third parties. Patient complaints related to discrimination or harassment will be addressed under [ATSU Policy No. 30-103: Patient Complaints](#). If through this process, any University employee or student is found in violation of this policy, then 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 disrespectful, disruptive, or otherwise prohibited by this policy, regardless of whether such behavior constitutes harassment prohibited by law.

- A. General discrimination prohibited conduct
  - 1. Prohibited conduct includes unwelcome conduct, whether verbal, non-verbal, physical, or visual, 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 which:
    - a. Has the effect of unreasonably interfering with an individual's work or student's performance.
    - b. Has the effect of otherwise adversely affecting an individual's employment or educational opportunities.
  - 2. A hostile environment is any situation in which there is harassing conduct sufficiently severe, pervasive, or objectively offensive to alter the conditions of employment or limit, interfere with, or deny educational benefits or opportunities, from both a subjective (the alleged victim's) and an objective (a reasonable person's standard) viewpoint.
  - 3. Determination of whether an environment is "hostile" will be based upon circumstances, including:
    - . Conduct frequency;
    - a. Conduct's nature and severity;
    - b. Whether conduct was physically threatening;
    - c. Whether conduct was humiliating;
    - d. Effect of conduct on the alleged victim's mental or emotional state;
    - e. Whether conduct was directed at more than one person;
    - f. Whether conduct arose in the context of other discriminatory conduct;
    - g. Whether conduct unreasonably interfered with the alleged victim's educational or work performance;
    - h. Whether the statement is an utterance of an epithet, which engenders offense in an employee or student, or offends by mere discourtesy or rudeness;
    - i. Whether the speech or conduct deserves the protections of academic freedom or the First Amendment of the U.S. Constitution.
    - j. Examples of prohibited conduct include, but are not limited to, jokes, epithets, slurs, insults, negative stereotyping, written or graphic material (including emails), or any threatening or intimidating acts denigrating or showing hostility toward an individual and relate to race, color, religion, ethnicity, national origin, sexual orientation, age, disability, veteran status, or any other status protected by applicable law.
- B. Discrimination, harassment, and retaliation grievance procedures
  - 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 must immediately report the circumstance(s) or incident(s) to their supervisor or one of the contact persons described within this policy.
  - 2. Upon receipt of a discrimination, harassment, or retaliation report, the University will conduct a prompt, thorough, and impartial review, evaluating all relevant information and documentation relating to the report.
    - a. If a report is made, ATSU's Title IX coordinator (or designee) will review the report in an initial meeting with the reporting party. Objectives of this initial meeting will be to reduce the report to writing, stop the harassment, prevent its recurrence, and take steps to remedy its effects in the interim.



- b. If, following the initial review of the complaint, it is determined no potential policy violations exist, the Title IX coordinator (or designee) will produce a report stating such conclusion, including all elements of the initial meeting and interim remedial steps taken.
- c. Interim remedial steps may include academic or work adjustments, no contact orders, temporary suspension of the responding party, or any other reasonable measure to facilitate the end and prevention of harassment or discrimination.
- d. If, after an initial meeting between ATSU's Title IX coordinator (or designee) and a reporting party, it is determined any part of this policy may have been violated, a full investigation will be conducted. Investigators from GERT will be assigned. Investigators will be appropriately trained and will not have a conflict of interest or bias against the reporting or responding party. In some instances, an outside party may be contracted to complete some or all of the roles in the grievance process.
- e. Parties will be regularly updated as to projected timeline for completion of investigation. During the process, the reporting party and responding party will have equal opportunity to present witnesses and provide evidence. Reporting party, responding party, and appropriate officials will be given timely and equal access to information to be used during informal and formal disciplinary meetings and hearings.
- f. All ATSU employees, who are not named as responding parties, must cooperate fully with any investigations.
  - 1. Exception - Employees acting under a professional license which provides privilege (i.e., behavioral health & wellness counselors).
  - 2. Employees who have a professional license, which provides privilege, but are not acting under that license, do not have privilege (i.e., a healthcare provider serving in a professor role).
  - 3. Academic information protected under FERPA is available to investigations as legitimate educational interest.
- g. Investigators use "preponderance of evidence" standard when determining whether or not there is a violation.

## **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).
- B. Sanctions for student violations of ATSU Policy No. 90-210 may include, but are not limited to a reprimand, disciplinary warning to be added to the student's permanent file, educational sanctions, required counseling, limitations in 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 may include, but are not limited to, disciplinary warning to be added to the employee's permanent file, performance management improvement process, required counseling, probation, additional training, 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 status.
- E. Sanctioning is guided by the ATSU Policy No. 90-210 sanctioning guide.

## **Appeals**

- A. Parties will have the right to appeal within five business days of receiving the findings and sanctions or the report's dismissal. If the appeal is not timely or substantively eligible, the original decision will stand, and the decision will be final. The party requesting the appeal must show error per the grounds below and sanctions are presumed to have been decided reasonably and appropriately. The only grounds for appeal are:
  - 1. A procedural irregularity affecting the outcome of matter.
  - 2. To consider new evidence, unavailable during the original hearing or investigation, which could substantially impact the decision in the matter. A summary of this new evidence and its potential impact must be included.
  - 3. Investigators or hearing panel members had a conflict of interest or bias affecting the outcome of the matter.

- B. Parties will be provided the evidence which 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 their advisor receive access to the evidence as well.
- C. Appeals must be submitted for review to the Title IX coordinator (or designee) to determine standing. Appeals with standing will be forwarded to a panel of trained GERT member(s) or third party consultant(s).
- D. If an appeal is determined to have standing, the other party will have the opportunity to review the appeal and provide a written response within three business days. If some or all of an appeal is determined to not have standing, the appealing party will receive notice and explanation. A decision to deny an appeal because of a lack of standing is not appealable.
- E. Upon receipt of a written appeal, an appellate panel consisting of up to three GERT members (or outside consultant(s)) will be selected to rule on the appeal.
1. Appeals decisions are to be deferential to the original hearing body, making changes to the finding 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 appeals officers to substitute their judgment for that of the original hearing body merely because they disagree with the finding and/or sanctions.
  2. 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 employment termination, employment transfer, or expulsion are upheld in the appeal process, such sanction will be instituted immediately at the conclusion of the appeal.
  3. The appellate panel will rule on the appeal within 15 business days. Any extension of time beyond 15 business days will be communicated to both parties along with an updated timeframe for the ruling. If an appeal is granted, direction will be provided by the appellate panel regarding next steps. Appellate panel may:
    - a. Remand case to the original hearing panel.
    - b. Remand case to a new hearing panel.
    - c. Remand case back to the original investigators.
    - d. Remand case to a new set of investigators.
    - e. Make no change to the decision or sanction.

### **Amnesty**

- A. Amnesty for drug/alcohol possession and consumption violations
1. ATSU strongly encourages students and employees to report potential violations of this policy. Therefore, good faith reporters 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.
  2. Amnesty for persons making a report in good faith does not include 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**

- A. 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.
- B. This policy is intended to protect members of the University community from discrimination, not to regulate protected speech.
- C. This policy will be implemented in a manner recognizing the importance of rights to freedom of speech and expression.
- D. The University also has a compelling interest in free inquiry and collective search for knowledge, and thus, recognizes principles of academic freedom as a special area of protected speech.
- E. 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.

F. Freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct violating federal or state antidiscrimination laws.

**Record retention.** ATSU will maintain copies of the following documents/records relating to this policy in accordance with ATSU's record retention schedule.

- A. Each discrimination investigation report and evidence gathered;
- B. Final determination letters and disciplinary sanctions imposed upon respondent;
- C. Audio or audiovisual recordings or transcript of live hearings;
- D. Remedies provided to complainant in order to restore or preserve equal access to education programs or activities;
- E. Any appeal and the result therefrom;
- 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, investigators, and any person who facilitates an informal resolution process;
- J. Documentation for reasons why supportive measures were not provided and why it was reasonable in light of known circumstances.

## **Responsibility**

- A. All ATSU employees - Employees are required to report instances of discrimination, harassment, or retaliation to the Title IX coordinator or deputy Title IX coordinators and cooperate fully in an investigation when not named as a respondent.
- B. All ATSU employees and students –
  - 1. 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.
  - 2. Employees and students who are not named as responding parties must cooperate fully with investigations and hearing panels.
- C. Title IX coordinator – Responding to and monitoring all complaints of discrimination, harassment, or retaliation from students, employees, members of the public, or beneficiaries is the responsibility of the Title IX coordinator or their designee.
- D. This employee is responsible for facilitating appropriate sex- and gender-based harassment and discrimination awareness, prevention, training, monitoring, reporting, investigation, and resolution at ATSU.