**FACULTY HANDBOOK**

**ARKANSAS TECH UNIVERSITY-**

**OZARK CAMPUS**



Board Approved

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**ACKNOWLEDGMENT**

I understand that the *Faculty Handbook,* located at <http://www.atu.edu/ozark/academics/facultyresources.php>, constitutes the general policies and procedures of Arkansas Tech University-Ozark Campus, and I will familiarize myself with the information therein. All policies, procedures, and guidelines are subject to review, revision, and modification during any academic year.

I will also familiarize myself with the Sexual Misconduct Policy (Faculty Handbook pages 9-39) and the Clery Act (<http://www.atu.edu/securityact/docs/CampusSecurityReport2018.pdf>).

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(Date)

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PLEASE SIGN AND RETURN THIS FORM TO THE OFFICE OF THE CHIEF ACADEMIC OFFICER, ROO 151, TECHNOLOGY AND ACADEMIC SUPPORT BUILDING. THIS SIGNED FORM WILL BE RETAINED AS PART OF YOUR PERMANENT RECORD. THE FORM MAY BE FAXED TO 479 667-1410 OR EMAILED TO [ozarkacademicaffairs@atu.edu](mailto:ozarkacademicaffairs@atu.edu).

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***The Board of Trustees and Faculty Senate will review this handbook on an annual basis.***

**ACADEMIC FREEDOM**

All members of the faculty are entitled to academic freedom as set forth in the 1940 "Statement of Principles on Academic Freedom and Tenure," formulated by the Association of American Colleges and the American Association of University Professors. Provisions of this statement include:

1. Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As learned persons and as educational officers, they should remember that the public may judge the profession and the institution by their actions and utterances. Therefore, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that they are not an institutional spokesman.
2. Essential to academic freedom is scholarly inquiry. Faculties are entitled to full freedom in research and in the publication of the conclusions, subject to the adequate performance of his/her other academic duties. Research for financial return should be based upon an understanding with the authorities of the institution.
3. Faculty members should convey to their students and to their communities the truth as it relates to their specific discipline. The instructor is entitled to freedom in the classroom to discuss the subject to be taught. He/she should be careful not to introduce into the teaching controversial matter which has no relation to the subject. Instructional faculty should not use the classroom to promote personal political views or theories at the expense of other established views and/or theories.
4. Faculty members should ensure that academic freedom is extended to students, exposing them to quality instruction in all classes. Students are to be evaluated fairly and evaluation procedures explained completely at the beginning of each course. Personal prejudice should not interfere with the grading of student performance. It is important to provide students time for reasonable access to assist them with educational endeavors as may be needed.

**SPEECH AND DEMONSTRATION REGULATIONS**

Arkansas Tech University-Ozark Campus recognizes and supports the rights of students, employees of all categories, and visitors to speak in public and to demonstrate in a lawful manner in designated areas of the campus and at designated times. In order to maintain safety and security, to insure the orderly scheduling of campus facilities, to ensure that vehicular and pedestrian traffic will not be impeded, and to preclude conflicts with academic and curricular activities, Arkansas Tech University-Ozark Campus reserves the right to limit such activities by the following regulations regarding time, place and manner of such activities:

Exterior: The following area is designated for demonstrations, debates, speeches and other forms of expression: concrete pad to the east of entrance to the Alvin Vest Student Center.

The following requirements shall apply to demonstrations, debates, speeches and other forms of expression in the designated areas:

* Arkansas Tech University-Ozark Campus will remain neutral as to the content of any public demonstration, debate, speech or other form of expression.
* There must be no obstruction of entrances or exits to buildings.
* There must be no interference with educational activities inside or outside of buildings.
* There must be no impediment to normal pedestrian or vehicular traffic or other disruptions of university activities (sidewalks, roads and parking areas must remain unobstructed).
* There must be no interference with scheduled university ceremonies, events or activities.
* Damage or destruction of property owned or operated by the university, or damage to property belonging to students, faculty, staff, or guest of the university is prohibited.
* Persons or organizations responsible for a demonstration, debate, speech or other form of expression event must remove all signs and litter from the area at the end of the event.
* There must be compliance with all applicable state and federal laws and university policies, rules and regulations.

Any individual violating these regulations regarding time, place and manner will be subject to immediate eviction or removal from the campus, without further warning, by appropriate University agents or officials and may be held financially responsible and may be subject to appropriate legal action. Students or Student Organizations violating these regulations may be subject to action as described in the Student Code of Conduct.

Nothing in this policy is intended, nor should it be understood as, an endorsement or approval by Arkansas Tech University-Ozark Campus of any speech or demonstration, and invitation or license to speak or demonstrate, or the granting of any right or permission to speak or demonstrate on campus beyond the right existing under federal and state law.

**POLITICAL ACTIVITIES OF FACULTY MEMBERS**

Faculty members, as citizens, are free to engage in political activities. Where necessary, leaves of absence may be given for the duration of an election campaign or a term of office, on timely application, and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave will not affect unfavorably the faculty member, except that time spent on such leave will not count as probationary service unless otherwise agreed to.

Arkansas Law and University policy prohibits the use of university resources or equipment for the purpose of delivery or aiding in the political campaigning at the local, state, or the federal level. It is also a violation to pursue political activities while on duty as a university employee.

**POLICY ON NON-DISCRIMINATION**

Arkansas Tech University-Ozark Campus does not discriminate on the basis of color, sex, sexual orientation, gender identity, race, age, national origin, religion, veteran status, genetic information, or disability in any of its practices, policies, or procedures. This includes, but is not limited to employment, admissions, educational services, programs or activities which it operates, or financial aid.

Arkansas Tech University complies with all applicable state and federal laws including, but not limited to: Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972, Section 503 of the Rehabilitation Act of 1973, Section 504 of the Rehabilitation Act Amendments of 1974, Age Discrimination Act, Vietnam Era Veterans Readjustment Assistance Act, Uniformed Services Employment and Reemployment Act, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990, and the Civil Rights Act of 1991. Responsibility for implementation and compliance with this Non-Discrimination Policy has been delegated to Jennifer Fleming, Affirmative Action officer who can be reached by emailing [affirmative.action@atu.edu](mailto:affirmative.action@atu.edu) or calling 479-498-6020.

**ETHICS POLICY**

**Introduction**

This ethics policy serves (1) to emphasize the University’s commitment to ethical conduct and compliance with the law; (2) to set forth basic standards of ethical behavior; (3) to provide reporting mechanisms for known or suspected ethical violations; (4) to help prevent and detect wrongdoing.

Given the variety and complexity of ethical questions that may arise in the course of carrying out the University’s business, this Code can serve only as a general guide. Confronted with ethically ambiguous situations, employees should keep in mind the University’s commitment to the highest ethical standards and seek advice from appropriate levels of University administration so as to ensure that this commitment is honored at all times.

This ethics policy has been adopted by the Board of Trustees and is to be administered at the direction of the President. A campus, department, or area may implement more specific associational or professional policies that supplement this policy, but each must be approved by the President and each must have a higher (and not lower) ethical requirement than tis policy. In the event of a conflict between this policy and those of a campus, unit, or area, this policy will control.

This ethics policy applies to all Arkansas Tech University employees. This policy may be amended or supplemented from time to time by the Board of Trustees

Public employment is a public trust. It is the policy of Arkansas Tech University to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the university. The policy is implemented by prescribing essential restrictions against conflict of interest without creating unnecessary obstacles to entering public service.

The institution and its employees shall conduct themselves in a manner that strengthens the public’s trust and confidence by adhering to the following principles:

* Conduct that is beyond reproach and integrity of the highest caliber;
* Act with honesty and fairness in good faith and professionalism;
* Accountability, transparency and commitment to compliance with statutory requirements; and
* Being proactive in pursuing ethical conduct in future years.

**Definitions**

1. “Confidential information” means any information which is available to an employee only because of the employee’s status as an employee of this state and is not a matter of public knowledge or available to the public on request.
2. “Employee” means an individual drawing a salary from the university and any non-salaried individual performing personal services for the university.
3. “Gift” is defined for purposes of this policy using the definition of the Arkansas Ethics Commission rule §300(b), which is set forth in its entirety in attachment “A”.
4. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
5. “Immediate family” means a spouse, children, parents, brother and sisters, and grandparents.
6. “Personal gain” means a benefit or advantage that relates to a particular person rather than to a business, group or organization.

**General standards of ethical conduct**

1. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee’s duties is a breach of a public trust.
2. Employee Conflict of Interest.
   1. It shall be a breach of ethical standards for any employee to participate directly or indirectly in any proceeding or application, in any request for ruling or other determination, in any claim or controversy, or in any other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to the employee’s knowledge;
      1. The employee or any member of the employee’s immediate family has a financial interest;
      2. A business or organization has a financial interest, in which business or organization the employee, or any member of the employee’s immediate family, has a financial interest; or
      3. Any other person, business, or organization with whom the employee or any member of the employee’s immediately family is negotiating or has an arrangement concerning prospective employment is a party.
   2. “Direct or indirect participation” shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, including the content of any specification or procurement standard, rending of advice, investigation, auditing, or in any other advisory capacity.
3. Gratuities and kickbacks
   1. It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, including the content of any specification or procurement standard, rending of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
   2. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order. Meals provided as part of a conference are excluded from this provision.
4. Use of confidential information
   1. It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.
5. Non-employees
   1. Any effort to influence any public employee to breach the standards of ethical conduct set forth herein is also a breach of ethical standards.
6. Violations

Violations of this policy may constitute violations of law as set forth in A.C.A. §19-11-701 et. seq.

1. Reporting suspected violations

Employees wishing to report a suspected violation of this ethics policy may report it anonymously to the Human Resources department or the Office of University Counsel. Submit a suspected violation.

(https://www.atu.edu/standingcommittees/ethics-form.php)

1. Guidance

All employees must work together to ensure prompt and consistent enforcement of this Ethics Policy. In some situations, it may be difficult to know if a violation has occurred. Because it is impossible to anticipate every situation that will arise, it is important to approach a new question or problem with confidence. Employees having questions about their obligations under this Code should consult the University’s administration and/or the University Counsel.

**GRIEVANCE POLICY**

**Informal Process**

Faculty should first attempt to resolve problems they encounter at work informally, through discussion with the other persons involved in a spirit of cooperation. If the attempt to resolve the matter is unsuccessful, grievances are to be reported through the chain of command in the following manner:

1. Make an appointment to speak with the Program Chair or immediate supervisor to discuss the problem.

2. If the Faculty Member is still dissatisfied after discussing his or her problem with the Program Chair or immediate supervisor, the faculty member may resort to the formal grievance process set forth below.

**Formal Process**

In the event that a problem cannot be resolved informally, the following Formal grievance procedure is available to the Faculty.

**Definitions**:

Day: A regularly scheduled workday, excluding holidays.

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the university policies, federal or state laws and regulations, terms or conditions of employment, raised by a Faculty member.

Grievance Committee: The Chancellor shall request the Faculty Senate to select three Workforce Education Faculty employees to serve as a grievance committee for any grievance appealed to the grievance committee pursuant to this policy. The grievance committee shall hear all evidence relevant to the grievance, make findings, and make recommendations to the Chancellor based on its findings. The Committee shall not be bound by official rules of evidence and shall have no subpoena power.

**Formal Grievance Procedure**

**Step I** – The grievant must contact the grievance officer (Affirmative Action Officer for the Ozark Campus) to initiate the formal grievance procedure. In the event the Affirmative Action Officer is the person to be grieved, the Chancellor will appoint a Chief Officer to act as the grievance officer. The grievant shall submit to the grievance officer a written statement of the facts and the resolution sought. The statement must be signed and dated by the grievant.

The grievance officer shall advise the grievant of the steps to be followed in the formal grievance procedure and advise the grievant of his or her right to:

* Use the grievance procedure;
* Receive copies of all documentation, regardless of form, during all steps of the grievance procedure.

Within five days of receipt of the grievance statement, the grievance officer shall transmit a copy of the grievance to the grievant‘s immediate supervisor. Within five days of receipt of the grievance statement, the supervisor shall either (1) set a date for a formal meeting or (2) respond to the grievant in writing.

The grievant will have five days in which to provide the grievance officer with a written request for a review of the grievance by a grievance committee.

Within five days of receipt of the written request for review of the grievance, the grievance officer shall initiate formation of a grievance committee pursuant to the procedure described in the Definitions section above.

Within five days of the formation of the grievance committee, the grievance officer shall call the grievance committee members together to:

* Advise the committee members of their responsibility to select a committee chairperson;
* Provide the grievance record to the grievance committee;
* Establish a mutually agreeable time and place for the hearing; and
* Notify all parties of the time and place of the hearing.

Within ten days of its meeting with the grievance officer, the grievance committee shall hear all evidence relevant to the grievance; and determine whether, in the opinion of the committee, university policies and procedures were followed.

The grievant, grievance committee, and the grievance officer may request the presence at the hearing of anyone having information pertinent to the grievance.

Within two days of the conclusion of the hearing, the grievance officer shall transmit the grievance record to the Chancellor. The Chancellor shall review the committee‘s findings as provided below or designate a Chief Officer to perform the review. Within five days of the conclusion of the hearing, the grievance committee shall submit in writing to the Chancellor or Chief Officer the committee‘s proposal for resolution of the grievance and the reasons for the course of action proposed.

The Chancellor or Chief Officer shall prepare a written statement addressed to the grievant containing the decision for resolution of the grievance and the reasons for the decision. The Chancellor or Chief Officer‘s decision shall be considered final, and no further administrative review shall be available to the grievant.

A copy of the grievance committee‘s proposal for resolution of the grievance shall be attached to the written statement. The written statement shall be submitted to the grievant, with a copy to the grievance officer.

The grievance officer shall inform the grievant‘s immediate supervisor or Program Chair of the action required to carry out the decision of the Chancellor or Chief Officer.

Specific grievances dealing with Sexual Harassment or Whistle Blower protection are provided in prior sections of the Faculty Handbook.

**AFFIRMATIVE ACTION POLICY**

Arkansas Tech will provide equal opportunity in employment to all persons. This applies to all phases of the personnel process, including recruitment, hiring, placement, promotion, demotion, separation, transfer, training, compensation, discipline, and all other employment terms, conditions and benefits. Arkansas Tech University prohibits discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, or veteran status.

Arkansas Tech University will provide a copy of this policy to all applicants for employment. All faculty and staff will be notified annually of the policy. Further, Arkansas Tech University will consider through a designated grievance procedure, the complaints of any person who feels that he or she has been discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability or veteran status.

Arkansas Tech University will have an Affirmative Action Plan that contains a set of specific and result-oriented procedures to apply every good faith effort to achieve prompt and full utilization of minorities, women, those with disabilities or veterans at all levels and all segments of its workforce where deficiencies exist. Additionally, Arkansas Tech University will continually monitor and evaluate its employment practices to ensure that they are free of bias or discrimination based upon race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, or veteran status.

A copy of the Affirmative Action Plan, including specific responsibilities and provisions for implementation and compliance will be made available upon request.

Responsibility for implementation and compliance with this Affirmative Action policy has been delegated to the Affirmative Action officer who can be reached by emailing [affirmative.action@atu.edu](mailto:affirmative.action@atu.edu)

**POLICY ON SEXUAL HARASSMENT**

It is the policy of Arkansas Tech University to maintain the University community as a place of work and study for staff, faculty, and students free of harassment, including sexual and gender harassment and all forms of sexual intimidation and exploitation. All students, staff, and faculty should be aware both that the University is concerned and prepared to take action to prevent and correct such behavior.

Sexual harassment by any faculty, staff or student is a violation of both law and University policy and will not be tolerated at Arkansas Tech University. The University considers sexual harassment to be a very serious issue and shall subject the offender to dismissal or other sanctions following the University’s investigation and substantiation of the complaint and compliance with due process requirements.

The determination of what constitutes sexual harassment will vary with the particular circumstances, but it may be generally described as repeated and unwanted sexual behavior, such as physical contact and verbal comments or suggestions that adversely affect the working or learning environments of others.

EEOC Guidelines define sexual harassment as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is either explicitly or implicitly made a condition of an individual’s employment with the University or a factor in the educational program of a student; and/or
2. Submission to or a rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting such individuals; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual’s right to achieve an educational objective or to work in an environment free of intimidation, hostility, or threats stemming from acts or language of a sexual nature.

Although sexual harassment most frequently occurs when there is an authority differential between the persons involved (Faculty member and student, supervisor and staff member), it may also occur between persons of the same status (e.g. faculty-faculty, staff-staff, student-student). Both men and women may be victims of sexual harassment and sexual harassment may occur between individuals of the same gender.

Because of the unique situations which exist between students, faculty, supervisors and staff, relationships in the workplace and on campus should at all times remain professional. In particular, due to the professional power differential between faculty and students, faculty members are encouraged to remain professional in all relationships with students. As teachers, instructors encourage the free pursuit of learning by their students. They hold before them the best scholarly standards of their discipline. Instructors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Instructors make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflects each student’s true merit. They respect the confidential nature of the relationship between instructor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

Sexual harassment may create a hostile, abusive, demeaning, offensive or intimidating environment. It is manifested by verbal or physical actions, including gestures and other symbolic conduct. Sexual harassment is not always obvious and overt; it can also be subtle and covert. A person who consents to sexual advances may nevertheless be a victim of sexual harassment if those advances were unwelcome.

An instructor’s speech or conduct which is persistent, pervasive and not germane to the subject matter within the act of teaching may be considered a violation of this policy.

Examples of sexual harassment may include, but are not limited to the following:

* Verbal abuse of a sexual nature, which is considered to include, but is not limited to epithets, derogatory comments, sexual advances, invitations, propositions, comments, or requests for sexual favors;
* Intimate unwelcome physical contact;
* Repeated unwanted discussions of sexual matters;
* Use of sexual jokes, stories, analogies or images which are not related to the subject of the class or work situation;
* Ogling, leering, or prolonged staring at another person’s body;
* Display or use of sexual graffiti or sexually-explicit pictures or objects;
* Sexually suggestive jokes, comments, e-mails, or other written or oral communications;
* Condition, explicitly or implicitly, academic or employment decisions upon an individual’s submission to requests for sexual favors or conduct.

Individuals who are aware of or have been subjected to sexual harassment are encouraged to promptly contact the Affirmative Action Officer.

**Resolution Options**

The University provides two options for reporting and resolving matters involving sexual harassment: an informal resolution process and a formal complaint process. An individual who believes that he or she has been subjected to sexual harassment and seeks to take action may use the informal resolution process, or the formal complaint process. The informal resolution process will, in most cases, be consistent with fairness and correcting an undesired circumstance with a minimum of emotional and professional damage. The informal resolution process and formal complaint resolution process are not mutually exclusive and neither is required as a pre-condition for choosing the other; however, they cannot both be used at the same time.

**Informal Resolution**

An individual who believes that he or she has been subjected to sexual harassment should contact the University’s Affirmative Action Officer who will review the facts presented. The individual, if they are a faculty member, may additionally contact the Adhoc Faculty Welfare Committee representative*.* No person shall be subject to restraints, interference or reprisal for action taken in good faith to report or to seek advice in matters of sexual harassment.

Informal resolution may be appropriate when the conduct complained of is not of a serious or repetitive nature and disciplinary action is not required to remedy the situation. As there is no formal investigation involved in the informal resolution process, there is no imposition of discipline. University methods for resolving complaint informally include, but are not limited to:

* Mediating between the victim and the individual who is engaging in the offensive conduct;
* Aiding in the modification of the situation in which the offensive conduct occurred;
* Assisting a department or division with the resolution of a real or perceived problem; or
* Arranging for a documented meeting between the person allegedly engaged in the offensive conduct and a University official that involves, at a minimum, a discussion of the requirements of the Sexual Harassment policy.

The University will document any informal resolution. The documentation will be retained by the Affirmative Action Officer and, if a faculty member is involved, and so requests, the Adhoc Faculty Welfare Committee representative. The documentationwill be kept confidential to the extent permitted by law. If a complaint is filed in a faculty or staff’s permanent record, the faculty or staff member must be notified. An informal resolution meeting is not a precondition for filing a formal written complaint.

**Formal Complaint**

An individual who believes that he or she has been subjected to sexual harassment may submit a written formal complaint setting forth all pertinent facts to the Affirmative Action Officer who will review and investigate the facts presented. The individual, if they are a faculty member, may also request that a copy of the complaint be sent to the Adhoc Faculty Welfare Committee representative. No person shall be subject to restraints, interference or reprisal for action taken in good faith to report or to seek advice in matters of sexual harassment.

**Investigation**

A formal investigation will be initiated if the complaint articulates sufficient specific facts which, if determined to be true, would support a finding that the University’s policy was violated. The Affirmative Action Officer will give the alleged offender a copy of the complaint. The alleged offender is also provided with an opportunity to respond to it within five (5) working days (ten working days if school is not in session*)* of receipt by the alleged offender. The letter will include a statement advising the alleged offender that retaliation against the individual who filed the complaint is prohibited and will subject the alleged offender to appropriate disciplinary action if retaliation occurs.

Both the individual submitting the complaint and the alleged offender will be individually interviewed as a part of the official investigation as will any witnesses or persons who have information related to the complaint. Documents relevant to the complaint will also be examined. Facts will be considered on the basis of what is reasonable to persons of ordinary sensitivity and not on the particular sensitivity or reaction of an individual. In the course of a complaint investigation, the University will attempt to maintain confidentiality for all parties involved. However, there can be no guarantee of confidentiality and anonymity based upon the course and scope of the complaint investigation.

Findings will be based on the totality of the circumstances surrounding the conduct complained of, including, but not limited to:

* the context of the conduct;
* the severity;
* the frequency; or
* whether the conduct was physically threatening, humiliating, or was simply offensive in nature.

**Representation**

During the complaint process, the individual making the complaint and the alleged offender may designate and thereafter be accompanied by an advisor of his or her choosing at meetings and interviews at which he or she is present; however, no representative may examine witnesses or otherwise actively participate in a meeting or interview.

1. **Report of Findings and Recommendation – Complaints Against Non-Students**

The Affirmative Action Officer will provide a proposed statement of findings, copies of relevant documents, and any physical evidence considered to the appropriate Chief Officer within ten (10) working days (twenty working days if school is not in session)of receipt of the statement from the person whose conduct was complained about.

The appropriate Chief Officer will promptly notify the individual bringing the complaint and the alleged offender that the investigation has been completed and attach a copy of the proposed statement of findings. A student’s identifiable information, if any, which is confidential by law, will be redacted. Within five (5) working days (ten working days if school is not in session) from the date of notification, the individual bringing the complaint and the alleged offender may each submit, for consideration by the appropriate Chief Officer, such comments and corrections as they may have. Within ten (10)working days (twenty working days if school is not in session*)* from the date of notification, the Chief Officer shall take one of the following actions:

* Dismiss the complaint if the result of the completed investigation is inconclusive or there is insufficient reasonable, credible evidence to support the allegation(s); or
* Find that the Sexual Harassment policy was violated.

If the Chief Officer determines that this policy was violated, he or she shall determine a disciplinary action that is appropriate for the severity of the conduct. The Chief Officer shall inform the individual bringing the complaint, accused individual and the appropriate Program Chair of his or her decision, and shall attach a copy of the final statement of findings. Copies of the Chief Officer’s letter, the attached statement of findings, and relevant documents shall also be sent to the Affirmative Action Officer*.*

Disciplinary action may be appealed by the employee who is disciplined. Appeals for faculty shall be made, pursuant to the Faculty Handbook, to the Faculty Welfare Committee. Appeals for non-faculty shall be made, pursuant to Staff Handbook, in the form of a formal grievance hearing.

1. **Report of Findings and Recommendation – Complaints Against Students**

The Affirmative Action Officer will provide a proposed statement of findings, copies of relevant documents, and any physical evidence considered to the Chief Officer for Student Services for a determination pursuant to Article IV of the Arkansas Tech University Student Code of Conduct.

**Filing of a False Complaint**

Individuals whose complaint is found to be both false and have been made with malicious intent will be subject to disciplinary action, which may include, but is not limited to, demotion, transfer, suspension, expulsion or termination of employment.

**Policy on Consensual Relations**

Sexual relations between employees and those with whom they also have an academic evaluative or supervisory relationship are fraught with the potential for exploitation. The respect and trust accorded an instructor or staff member by a student, as well as the power exercised by the instructor, or other staff member, in an academic or evaluative role, make voluntary consent by the subordinate suspect. Even when both parties have previously consented, circumstances could change and conduct that was once welcome could become unwelcome and the development of a sexual relationship renders both the employee and the institution vulnerable to possible later allegations of sexual harassment in light of the significant power differential that exists between individuals in unequal positions.

In their relationships with students, members of the faculty, as well as employees whose position may be perceived one of authority, are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. When a sexual relationship exists, effective steps should be taken to ensure unbiased evaluation or supervision takes place.

An employee, whether faculty or staff, should not develop a dating or sexual relationship with a student whenever the employee is in a “position of authority”, real or perceived, over that student. An employee is in a “position of authority” whenever he or she is that student’s teacher, or when the employee is either evaluating or supervising the student. This includes resident assistants and students over whom they have direct responsibility. The “position of authority” may also include formally advising the student or when that student is a major in the employee’s department or college.

A supervisor, whether faculty or staff, should also not develop a dating or sexual relationship with an employee when the supervisor has a “position of authority”, real or perceived, with respect to the employee.

Should a dating or sexual relationship develop or exist, the person with the greater position of authority must consult with an appropriate supervisor immediately. Failure to self-report such relationships may result in disciplinary action. The supervisor, with advice from University Counsel, shall develop a mechanism to ensure that objective evaluation is achieved, that conflicts of interest are avoided, and that the interest of the other individual and University are fully protected. This will likely result in the removal of the employee from the supervisory or evaluative responsibility, or shift the individual out of being supervised or evaluated by someone with whom they have a consensual relationship.

Sexual Misconduct Policy and Procedures

**OPTIONS FOR IMMEDIATE ASSISTANCE**

If you or someone you know may have been a victim of Sexual Assault, you are strongly encouraged to seek immediate assistance.

**Law Enforcement Assistance**

**ON CAMPUS - RUSSELLVILLE**

Assistance can be obtained 24 hours a day, 7 days a week, from the Arkansas Tech University Department of Public Safety located at 1508 N. Boulder Avenue and available by phone at (479) 968-0222.

**OFF CAMPUS – RUSSELLVILLE**

Assistance can be obtained 24 hours a day, 7 days a week, from the Russellville Police Department by dialing 911.

**ON CAMPUS – OZARK**

Assistance can be obtained from 8:00 a.m. to 5:00 p.m., Monday through Friday by contacting Officer David Spicer, Public Safety Officer, located at the Collegiate Center, Room 100C, 1700 Helberg Lane or by phone at (479) 508-3359.

**OFF CAMPUS - OZARK**

Assistance can be obtained 24 hours a day, 7 days a week, from the Ozark Police Department by dialing 911.

**Medical Assistance**

**Russellville Ozark**

St. Mary’s Regional Medical Center Mercy Hospital Ozark

1808 W. Main Street 801 W. River

Russellville, AR 72801 Ozark, AR 72949

Medical assistance can be requested by dialing 911 or going directly to the hospital. Nurses on staff in the emergency room are trained and equipped with the supplies necessary to perform a rape kit to preserve evidence. Treatment of injuries, preventative treatment for sexually transmitted diseases, and other health services are provided.

During business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), you are also strongly encouraged to contact Jennifer Fleming, Arkansas Tech University’s Title IX Coordinator by telephone at (479) 498-6020, by email at [jfleming@atu.edu](mailto:jfleming@atu.edu), or in person at Room 212 of the Administration Building located at 1509 N. Boulder Avenue in Russellville, Arkansas, or Susie Nicholson, Assistant Affirmative Action Officer, at [snicholson@atu.edu](mailto:snicholson@atu.edu), or in person at Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas, or Amy Anderson, Deputy Title IX Coordinator, at (479) 498-6071, by email at aanderson41@atu.edu, or in person at Women’s Golf Office, Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas or Tanya Martin, Deputy Title IX Coordinator for the Ozark Campus, at (479) 508-3307, by email at [tmartin31@atu.edu](mailto:tmartin31@atu.edu), or in person at Room 154 of the Technology and Academic Support Building, 1700 Helberg Lane, Ozark, Arkansas.

For additional information about seeking medical assistance and emotional support, as well as important contact information, including local law enforcement agencies and St. Mary’s Hospital in Russellville and Mercy Hospital in Ozark, **see Appendix “A” attached to this policy.**

**OPTIONS FOR ONGOING ASSISTANCE**

If you believe you have been involved in an incident of sexual misconduct, you have the right to pursue action through the University conduct system and/or the appropriate law enforcement authorities. Options for reporting sexual misconduct are provided below. Assistance is available upon request for individuals wishing to review these reporting options regardless of whether a formal complaint is filed with the Office of Affirmative Action or to law enforcement officials.

**On Campus Resources**

The University encourages victims of sexual misconduct to talk to somebody about what happened so that victims can get the support they need, and so that the University can respond appropriately. Different employees on campus have different abilities to maintain a victim’s confidentiality. Some employees are required to maintain near complete confidentiality; talking to them is sometimes called a “privileged communication.” At Arkansas Tech, these employees are the licensed counselors staffed in the Health and Wellness Center (<http://www.atu.edu/hwc/index.php>):

* + Kristy Davis, [kdavis51@atu.edu](mailto:kdavis51@atu.edu), (479) 968-0329
  + Craig Witcher, [cwitcher@atu.edu](mailto:cwitcher@atu.edu), (479) 968-0329
  + Hunter Bramlitt, [jbramlitt@atu.edu](mailto:jbramlitt@atu.edu), (479) 968-0329
  + Janis Taylor, [jtaylor78@atu.edu](mailto:jtaylor78@atu.edu), (479) 968-0329

In addition, academic accommodations and interim measures may be provided to victims of sexual misconduct. That information is found in Article IV(b)(i)(8) on page 10.

**Off Campus Resources**

**Victim Assistance Outreach Program**

The 5th Judicial District Prosecuting Attorney’s Office has a “Victim Assistance Outreach Program” which provides assistance with:

* + Orders of Protection
  + Contacting Law Enforcement Agencies
  + VINE (Victim Identification and Notification Everyday)
  + Arkansas Crime Victims Reparations Program (assists with financial compensation, counseling, lost wages, and funeral expenses).
  + Referrals to other community services such as the Ozark Rape Crisis Center, River Valley Shelter, and Crisis Intervention Center.
  + Information on the criminal court process.

The contact person for this program is Patricia Andrade. Her telephone number is (479) 705-0579.

**Arkansas Coalition Against Sexual Assault**

The Arkansas Coalition Against Sexual Assault provides a 24-hour Sexual Assault Crisis Response Hotline. The hotline telephone number is (800) 977-5776. Additional services include: Free and confidential assistance for all victims of sexual violence; Compassionate accompaniment for victims needing medical help; Comfort and support for victims going through the criminal justice system; Crisis counseling and support groups for victims and families; Information and referrals to available community resources; Community public education on sexual violence issues; Training for volunteers and other professions serving victims.

**Ozark Rape Crisis Center**

Sponsored by the Arkansas Coalition Against Sexual Assault, the Ozark Rape Crisis Center, located in Clarksville, Arkansas, provides 24-hour crisis intervention along with many of the services described above. The hotline telephone number is (800) 818-1189 and the website is: <http://www.ozarkrapecrisis.com/>

**ARTICLE I. INTRODUCTION**

**(a) Notice of Nondiscrimination.**

As a recipient of federal funds, Arkansas Tech University is required to comply with Title IX of the Higher Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*(“Title IX”), which prohibits discrimination on the basis of sex in educational programs or activities, admission and employment. Under certain circumstances, Sexual Misconduct (defined below) constitutes sexual discrimination prohibited by Title IX. Inquiries concerning the application of Title IX may be referred to Arkansas Tech University’s Title IX Coordinator or to the U.S. Department of Education’s Office for Civil Rights. Arkansas Tech University’s Title IX Coordinator is Jennifer Fleming, whose office is in Room 212 of the Administration Building located at 1509 N. Boulder Avenue in Russellville, Arkansas. Jennifer Fleming may be contacted by phone at (479) 498-6020 or by email at [jfleming@atu.edu](mailto:jfleming@atu.edu).

**(b) Overview of this Policy.**

Arkansas Tech University (“the University”) is committed to providing programs, activities, and an educational environment free from sex discrimination.

**Sexual misconduct**, **as that term is used in this policy, is any sexual act which violates the criminal laws of the State of Arkansas or laws of the United States including but not limited to sexual assault (non-consensual sexual contact or intercourse), domestic violence, dating violence, stalking, and sexual exploitation.[[1]](#footnote-1)** Sexual misconduct can occur between strangers or acquaintances, and even people involved in intimate or sexual relationships. Sexual misconduct can be committed by men or women and can occur between individuals of the same or different gender. Any sexual activity which is entered into without consent of both or all persons involved is a violation of this policy.

The University is committed to fostering a community that promotes prompt reporting of all types of Sexual Misconduct and timely and fair resolution of Sexual Misconduct Complaints, and in furtherance of that commitment, this Policy sets forth available resources (Appendix A), describes prohibited conduct (Article II), and establishes procedures for responding to Complaints of Sexual Misconduct (Articles III-VI).

The University will make this Policy and information about recognizing and preventing Sexual Misconduct readily available to all Students and other members of the University community.

**(c) Applicability of this Policy.**

This Policy applies to any allegation of Sexual Misconduct made by or against a student or an employee of the University or a third party, regardless of where the alleged Sexual Misconduct occurred, if the conduct giving rise to the Complaint is related to the University’s academic, educational, athletic, or extracurricular programs or activities. The University’s disciplinary authority, however, may not extend to third parties who are not students or employees of the University. Additionally, while there is no geographical limitation to invoking this Policy, Sexual Misconduct that is alleged to have occurred at a significant distance from the University and/or outside of University property may be more difficult for the University to investigate.

This policy applies to all students, employees and third parties, regardless of sexual orientation or gender identity.

In the case of allegations of Sexual Misconduct, this Policy supersedes all other procedures and policies set forth in other University documents.

**(d) Period of Limitations.**

A Complaint of Sexual Misconduct may be filed at any time, regardless of the length of time between the alleged Sexual Misconduct and the decision to file the Complaint. However, the University strongly encourages individuals to file Complaints promptly in order to preserve evidence for a potential legal or disciplinary proceeding. A delay in filing a Complaint may compromise the subsequent investigation, particularly if neither the Complainant nor the Respondent is employed by the University or enrolled as a student at the time.

**(e) Definitions Applicable to this Policy.**

The definitions applicable to this Policy are set forth in Appendix B.

**ARTICLE II. STATEMENTS OF POLICY**

**(a) Prohibition on Sexual Misconduct.**

This Policy is designed to protect the rights and needs of alleged victims, Complainants (if not the alleged victim), and Respondents. Creating a safe environment is the responsibility of all members of the University community.

The University strongly encourages accurate and prompt reporting of all types of Sexual Misconduct and is committed to fostering a community that promotes a prompt, fair, and impartial resolution of Sexual Misconduct cases.

**(b) Prohibition on Retaliation.**

Retaliation against any person for filing, supporting, providing information in good faith, or otherwise participating in the investigative and/or disciplinary process in connection with a Complaint of Sexual Misconduct is strictly prohibited. Violations of this prohibition will be addressed through this Policy and/or other University disciplinary procedures and will result in strong responsive action by the University. Any person who feels that he or she has been subject to retaliation should notify the Title IX Coordinator, Jennifer Fleming, Deputy Title IX Coordinator, Amy Anderson, or the Assistant Affirmative Action Officer, Susie Nicholson, or the Deputy Title IX coordinator for the Ozark Campus, Tanya Martin.

**(c) Prohibition on Providing False Information.**

Any individual who knowingly files a false Complaint under this Policy, or knowingly provides false information to University officials, or who intentionally misleads University officials who are involved in the investigation or resolution of a Complaint may be subject to disciplinary action.

**(d) Confidentiality.**

Generally, a person may report an incident of Sexual Misconduct confidentially to the professional counselors located in the Arkansas Tech University Health and Wellness Center.

Reports of sexual misconduct made to “responsible employees” are not confidential.

For more detailed information on who a victim can and cannot speak to confidentially, please see the full discussion of confidentiality found in attached “Appendix C”.

If an alleged victim’s request for confidentiality limits the school’s ability to investigate a particular matter, the University may take steps to limit the effects of the alleged sexual misconduct and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the alleged victim. Examples include: providing increased monitoring, supervision, or security at locations or activities where the misconduct was alleged to have occurred; providing training and education materials for students and employees; revising and publicizing the University’s policies on sexual misconduct; and conducting climate surveys regarding sexual misconduct.

**(e) Related Misconduct and Limited Immunity/Amnesty.**

The University considers the reporting and adjudication of Sexual Misconduct cases on campus to be of paramount importance. The University does not condone illegal drug use, underage drinking, or other violations of the Student Code of Conduct. However, the University may extend limited immunity from punitive sanctioning in the case of illegal alcohol or drug use to victims, witnesses, and those reporting incidents and/or assisting the victims of Sexual Misconduct, provided that they are acting in good faith in such capacity. Stated another way, the University wishes to encourage all persons to report incidents of sexual misconduct, and therefore reserves the right to waive disciplinary charges against victims, witnesses and those reporting incidents and/or assisting the victims of Sexual Misconduct, for certain circumstances surrounding the incident. For example, an underage victim who had been drinking alcohol would not typically face charges for violating alcohol policies.

**(f) Individuals with Disabilities.**

The University will make arrangements to ensure that individuals with disabilities are provided appropriate accommodations, to the extent necessary and available, to participate in the steps and procedures outlined in this Policy. Requests for accommodations must be made to the Disability Services Office (located in Doc Bryan Student Services Center) and available by phone at (479) 968-0302.

**(g) Standard of Evidence**.

In a Formal Resolution on a Complaint alleging Sexual Misconduct, the standard of evidence that will be used by the Hearing Board to determine if the Sexual Misconduct Policy has been violated will be the preponderance of the evidence.

**(h)** **Educational Programming**.

Arkansas Tech University requires educational programs to promote the awareness of rape, acquaintance rape, domestic violence, dating violence, sexual assault and stalking. This educational campaign shall also be for on-going prevention and awareness. These education programs shall include primary prevention and awareness programs for all incoming students and new employees which shall include: 1) the statement that the University prohibits domestic violence, dating violence, sexual assault and stalking; 2) the definitions of domestic violence, dating violence, sexual assault, and stalking as well as the definition of “consent” in reference to sexual activity; 3) Safe and positive options for bystander intervention that may be carried out by an individual to prevent harm or intervene in cases of a risk of domestic violence, dating violence, sexual assault, or stalking; 4) Information on risk reduction and how to recognize warning signs of abusive behavior and how to avoid potential attacks; and 5) ongoing prevention and awareness campaigns for students and faculty on all of the items above.

Educational programming and training is provided to faculty, staff, and students in an effort to create a University community free of sexual harassment, sexual assault (non-consensual sexual contact or intercourse), domestic violence, dating violence, stalking, and sexual exploitation or any other type of sexual misconduct. The Jerry Cares campaign promotes shared responsibility by all members of the University community in an effort to reduce the risk of sexual violence and to equip members with the tools, training, and resources necessary to take action in stopping sexual misconduct. This includes prevention programs and educational training in risk reduction and bystander intervention, equipping members of the University community to play a role in preventing and interrupting incidents of sexual misconduct. Training on campus resources and step-by-step procedures on how to report incidents of sexual misconduct is also provided. For more detailed information, please visit the Jerry Cares website at <http://www.atu.edu/jerrycares/>.

**(i) Sexual Misconduct Policy**.

This Sexual Misconduct Policy: 1) sets out the procedures that a victim of Sexual Misconduct should follow; 2) sets out the procedure for University disciplinary action; and 3) provides equal opportunity for both the alleged victim and the Respondent on their choice of advisor at the Formal Resolution hearing.

**(j)** **Annual Training**.

Training for employees conducting investigations and formal resolution hearings will be conducted at least annually.

**(k) VAWA/Campus SaVE Act.**

Arkansas Tech University acknowledges that the Violence Against Women Act and the Campus SaVE Act add domestic violence, dating violence, and stalking to “sexual assault” as reportable events in the Annual Security Report required by the Clery Act.

**(l) Duty to Report.**

All employees (except those employees statutorily barred from sharing such information (ex. Licensed counselors, medical professionals)) have a duty to immediately report to the Title IX Coordinator or the Deputy Title IX Coordinator information related to sexual misconduct.

**ARTICLE III.**

**HOW AND WHERE TO FILE A COMPLAINT ALLEGING SEXUAL MISCONDUCT**

*For information regarding seeking medical assistance and emotional support, as well as important contact information for local law enforcement agencies and hospitals, see Appendix A attached to this Policy.*

Because Sexual Misconduct may in some instances constitute both a violation of University policy and criminal activity, and because the University grievance process is not a substitute for instituting legal action, the University encourages individuals to report alleged Sexual Misconduct promptly to campus officials and to law enforcement authorities, where appropriate.

**Individuals may, however, choose not to report alleged Sexual Misconduct to such campus officials and/or law enforcement authorities**. The University respects and supports the individual’s decision with respect to reporting; nevertheless, the University may notify appropriate law enforcement authorities if required or warranted by the nature of the allegations at issue.

Individuals may file a Complaint at any time, but the University strongly encourages individuals to file Complaints promptly in order to preserve evidence for a potential legal or disciplinary proceeding.

**(a) Filing a Complaint with Local Law Enforcement:**

Individuals may file a complaint directly with local law enforcement agencies by dialing 911. Individuals may contact any of the following for assistance in filing a complaint with local law enforcement:

**(i)** The Arkansas Tech University Department of Public Safety, 24 hours a day, seven days a

week (available by phone at (479) 968-0222) and located at 1508 N. Boulder Avenue on the Russellville campus.

**(ii)** Arkansas Tech University’s Title IX Coordinator, Jennifer Fleming, from 8:00 a.m. to 5:00

p.m., Monday through Friday (available by phone at (479) 498-6020) or by e-mail at [jfleming@atu.edu](mailto:jfleming@atu.edu) and in Room 212 of the Administration Building, located at 1509 N. Boulder Avenue, Russellville, AR, 72801

**(iii)** Arkansas Tech University’s Deputy Title IX Coordinator, Amy Anderson, by telephone at

(479) 498-6071, by email at [aanderson41@atu.edu](mailto:aanderson41@atu.edu), or in person at the Women’s Golf Office, Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas, 72801.

(iv) Arkansas Tech University’s Deputy Title IX Coordinator for the Ozark Campus, Tanya Martin, by telephone at

(479) 508-3307, by email at [tmartin31@atu.edu](mailto:tmartin31@atu.edu), or in person at Room 154 of the Technology and Academic Support Building, 1700 Helberg Lane, Ozark, Arkansas, 72949.

Individuals may inform law enforcement authorities about Sexual Misconduct and discuss the matter with a law enforcement officer without making a formal criminal complaint (or a University Complaint). Individuals who make a criminal complaint may also choose to pursue a University Complaint simultaneously.

A criminal investigation into the matter does not preclude the University from conducting its own investigation (nor is a criminal investigation determinative of whether Sexual Misconduct, for purposes of this Policy, has occurred). However, the University’s fact-finding aspect of the investigation may be delayed temporarily while the criminal investigators are gathering evidence. The University will promptly resume its Title IX investigation as soon as notified by the law enforcement agency that it has completed the evidence gathering process. In the event of such a delay, the University may take interim measures when necessary to protect the alleged victim and/or the University community.

Neither the results of a criminal investigation nor the decision of law enforcement to investigate or decline to investigate the matter is determinative of whether Sexual Misconduct, for the purposes of this Policy, has occurred.

**(b) Filing a Complaint with the University:**

Individuals may choose not to report alleged Sexual Misconduct to campus officials. The University respects and supports the individual’s decision with respect to reporting; however, if information about Sexual Misconduct comes to the attention of the University, the University may (1) start an investigation even in the absence of a filed Complaint and/or (2) notify appropriate law enforcement authorities if required or warranted by the nature of the information of which it becomes aware.

Anyone wishing to make a Complaint under this policy should contact one of the following individuals or offices:

**(i)** Title IX Coordinator. Arkansas Tech University’s Title IX Coordinator is Jennifer

Fleming, whose office is in Room 212 of the Administration Building. Ms. Fleming may be contacted during business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) by phone at (479) 498-6020 or by email at [jfleming@atu.edu](mailto:jfleming@atu.edu). As the Title IX Coordinator for Arkansas Tech University, Ms. Fleming receives and investigates reports of discrimination, including sexual misconduct. The Title IX Coordinator has ultimate oversight responsibility for handling Title IX-related complaints and for identifying and addressing any patterns or systematic problems involving Sexual Misconduct. The Title IX Coordinator is available to meet with individuals who are involved with or concerned about issues or University processes, incidents, patterns, or problems related to Sexual Misconduct on campus or in University programs. All allegations involving Sexual Misconduct should be directed to the Title IX Coordinator or other designated University individuals or offices as outlined herein. More information about the investigation process can be found in Article IV below. The Title IX Coordinator may designate the Deputy Title IX Coordinator to serve in her stead for any requirements contained in this policy.

Deputy Title IX Coordinator. Arkansas Tech University’s Deputy Title IX Coordinators are Amy Anderson,

Amy Anderson, whose telephone number is (479) 498-6071, her email address is [aanderson41@atu.edu](mailto:aanderson41@atu.edu) or she may be contacted in person at Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas and Susie Nicholson, whose telephone number is (479) 964-3230, her email is [snicholson@atu.edu](mailto:snicholson@atu.edu) or she may be contacted in person at Tucker Coliseum, 1604 Coliseum Drive, Russellville.

Deputy Title IX Coordinator. Arkansas Tech University-Ozark Campus’ Deputy Title IX Coordinator is Tanya Martin, whose telephone number is (479) 508-3307, email at [tmartin31@atu.edu](mailto:tmartin31@atu.edu), or in person at Room154 of the Technology and Academic Support Building, 1700 Helberg Lane, Ozark, Arkansas.

**(ii)** Public Safety. The Arkansas Tech University Public Safety Department is located at 1508

N. Boulder Avenue on the Russellville campus. The Public Safety Department is also available by phone at (479) 968-0222. Public Safety officers are available 24 hours a day, seven days a week.

Public Safety – Ozark Campus. The Arkansas Tech University Public Safety Department for the Ozark Campus is located at 1700 Helberg Lane, Collegiate Center, Room 100C. The Public Safety Officer is Mr. David Spicer and is available by phone at (479) 508-3359, Monday through Friday, 8:00 a.m. to 5:00 p.m.

**(iii)** Human Resources Office. The Human Resources Office is located in Brown Hall, Suite 434. The

Human Resources Office is available during business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) by phone at (479) 968-0396.

*If one of the parties designated above is the Respondent or is otherwise at issue in a*

*Complaint, or if an individual is otherwise uncomfortable making a complaint to one of the parties listed above, the individual may report alleged Sexual Misconduct to any other party or office in the above list.*

If an employee of the University Public Safety Department, or the Human Resources Office receives a report of alleged Sexual Misconduct, that employee must notify the University’s Title IX Coordinator.

**Confidential Disclosure**. The University encourages victims of sexual misconduct to talk to somebody about what happened so that victims can get the support they need, and so that the University can respond appropriately. Different employees on campus have different abilities to maintain a victim’s confidentiality. Some employees are required to maintain near complete confidentiality; talking to them is sometimes called a “privileged communication.” At Arkansas Tech, the following employees are the licensed counselors staffed in the Health and Wellness Center (<http://www.atu.edu/hwc/index.php>) located in Doc Bryan Student Services Center, Suite 117:

* + Kristy Davis, [kdavis51@atu.edu](mailto:kdavis51@atu.edu) , (479) 968-0329
  + Craig Witcher, [cwitcher@atu.edu](mailto:cwitcher@atu.edu), (479) 968-0329
  + Hunter Bramlitt, [jbramlitt@atu.edu](mailto:jbramlitt@atu.edu), (479) 968-0329
  + Janis Taylor, [jtaylor78@atu.edu](mailto:jtaylor78@atu.edu), (479) 968-0329

Disclosures made to the counseling staff at the Health and Wellness Center will be held in strict confidence and will not serve as notice to the Office of Affirmative Action requiring an initiation of a review of the disclosed conduct. Please note that all university employees, except for the counseling staff and the medical professionals, serve as mandatory reporters who are required to share immediately all reports of sexual misconduct that they receive with the Title IX Coordinator or the Deputy Title IX Coordinator.

If the counseling staff member determines that the alleged perpetrator(s) pose a serious and immediate threat to the University community, the Department of Public Safety may be called upon to issue a timely warning via the CEON system. Any such warning will not include any information that identifies the victim.

**All other University employees who are not barred by statute have a duty to immediately report** **all the details of an incident of sexual misconduct** (including the identities of both the victim and alleged perpetrator, any witnesses, and other relevant facts, including date, time, and specific location of alleged incident) to the Title IX Coordinator or the Deputy Title IX Coordinator. A report to these employees constitutes a report to the University and generally obligates the University to investigate the incident and take appropriate steps to address the situation. When a victim reports an incident of sexual misconduct, the victim has the right to expect the University to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

To the extent possible, information reported to an employee will be shared only with people responsible for handling the University’s response to the report and will not be shared with law enforcement without the victim’s consent or unless the victim has also reported the incident to law enforcement. If the victim requests confidentiality, the employee will consider the request, but cannot guarantee that the University will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the employee will inform the Title IX Coordinator of the victim’s request for confidentiality.

An individual may report alleged Sexual Misconduct to a faculty or staff member other than those referenced above. No member of the University community may discourage an individual from reporting alleged incidents of Sexual Misconduct. A faculty or staff member with any knowledge (including firsthand observation) about a known or suspected incident of Sexual Misconduct (other than health-care professionals and others who are statutorily barred from reporting) must immediately report the incident to the Arkansas Tech University Public Safety Department or the University’s Title IX Coordinator. No employee is authorized to investigate or resolve Complaints without the involvement of the University’s Title IX Coordinator or Deputy Title IX Coordinators.

**Anonymous Reporting.** Although the University encourages victims to talk to someone, Arkansas Tech provides an online form for anonymous reporting. The system will notify the user that entering personally identifying information may serve as notice to the University for the purpose of triggering an investigation. The form can be found at this link: <http://www.atu.edu/psafe/psafe-report-sexassault.php>. Individuals who choose to file anonymous reports are advised that it may be very difficult for the University to follow up or take action on anonymous reports, where corroborating information is limited. Anonymous reports may be used for Clery Act data collection purposes.

**ARTICLE IV.**

**PROCEDURES APPLICABLE TO COMPLAINTS OF SEXUAL MISCONDUCT**

**(a) Overview**

**(i) Oversight**. The Title IX Coordinator and/or deputy Title IX Coordinator will be responsible for

conducting the prompt, fair, and impartial investigation of Complaints filed with the University.

**(ii) Conflicts**. If any administrator or employee that is designated by this Policy to participate in

the investigation or resolution of a Complaint is the Respondent (including, but not limited to, the Title IX Coordinator), then the President will appoint another University administrator to perform such person’s duties under this Policy. (If the President is the Respondent, then the Title IX Coordinator will appoint another University administrator to perform her duties under this Policy.)

**(iii) Timing**. The University will make every reasonable effort to ensure that the investigation and

resolution of a Complaint occurs in as timely and efficient a manner as possible. The University’s investigation and resolution of a Complaint (not including an appeal, if applicable) will generally be completed within 60 calendar days of the receipt of the Complaint, absent extenuating circumstances. Hearings, if any, will take place after the conclusion of the investigation. If hearings have taken place, both the Complainant and the Respondent generally will receive a Final Outcome Letter within 7 calendar days of the conclusion of the hearings.

Any party may request an extension of any deadline by providing the Title IX Coordinator with a written request for an extension that includes reference to the duration of the proposed extension and the basis for the request. The Title IX Coordinator may modify any deadlines contained in this Policy as necessary and for good cause. Both parties will be notified if and when a modification is made with a brief explanation of the need for the modification.

**(iv) Request Not to Pursue Complaint**. A Complainant (or alleged victim, if not the

Complainant) may determine after filing a Complaint that he or she does not wish to pursue resolution of the Complaint through the University. The University takes such requests seriously. However, such individuals are advised that such requests may limit the University’s ability to take action in response to a Complaint. Title IX requires the University to evaluate the request(s) that a Complaint not be adjudicated in the context of the University’s commitment to provide a reasonably safe and non-discriminatory environment. In order to make such an evaluation, the Title IX Coordinator may conduct a preliminary investigation into the alleged Sexual Misconduct and may weigh the request(s) against the following factors:

1) The seriousness of the alleged Sexual Misconduct;

2) The Complainant’s and/or alleged victim’s age;

3) Whether there have been other Complaints of Sexual Misconduct against the Respondent;

4) The Respondent’s right to receive information about the allegations if the information is maintained by the University as an “education record” under FERPA, and

5) The applicability of any laws mandating disclosure.

Even when the University is in receipt of a request not to pursue an investigation, Title IX requires the University to take reasonable action in response to the information known to it; thus, the University may take such measures and impose such discipline as are deemed necessary by the Title IX Coordinator. The Complaint may also be used as an anonymous report for data collection purposes under the Clery Act.

**(v) Interim Measures.** If at any point during the complaint, investigative or disciplinary processes, the Title IX Coordinator reasonably believes that a Respondent who is a member of the University community poses a substantial threat of harm to any member of the campus community; threatens or endangers University property; or disrupts the stability and continuance of normal University operations and functions, the Title IX Coordinator may take actions such as the following:

1. For student Respondents:

(a) Request that Student Services:

(i) summarily suspend the Respondent from campus housing on an

interim basis and/or restrict his or her movement on campus, or

(ii) suspend the Respondent from campus;

2. For employee Respondents, request that the individual authorized to make personnel decisions regarding the employee at issue:

(a) take such steps as are reasonable, appropriate, and necessary to restrict the Respondent’s movement on campus; or

(b) reassign the Respondent or place him or her on administrative leave.

These actions may be appealed by student Respondents to the Vice President of Student Services, and by employees to the respective Vice President or Athletic Director over their division.

**(b) Initial Meetings with the Title IX Investigator.**

**(i) Complainant’s Initial Meeting with the Title IX Investigator**. As soon as is practicable after

receiving notice of a Complaint, the Title IX Investigator will contact the Complainant to schedule an initial meeting. If the Complainant is not the alleged victim, the Title IX Investigator also will contact the alleged victim as soon as possible to schedule an initial meeting and will discuss item number 5 listed below with the alleged victim rather than the Complainant. All mentions of the “Complainant” in items 1-9 of this subsection also apply to the alleged victim if the Complainant is not the alleged victim. At this initial meeting (or these initial meetings, in the case of a Complainant who is not the alleged victim), the Title IX Investigator will, as applicable:

**1**. Provide the Complainant a copy of this Policy;

**2**. Provide the Complainant with a Sexual Misconduct Complaint Form (a copy of which is

attached as Appendix D) on which the Complainant may, if he or she agrees to disclose the information, provide details regarding the allegation, including the name of the accused individual and the date, location and general nature of the alleged Sexual Misconduct (the Complainant may either complete the form him- or herself or he or she may choose to dictate the information to the Title IX Investigator, who will confirm the accuracy of his or her documentation with the Complainant);

**3.** Explain avenues for formal resolution and informal resolution (mediation) of the Complaint;

**4.** Explain the steps involved in a Sexual Misconduct investigation;

**5.** Discuss confidentiality standards and concerns with the Complainant;

**6.** Determine whether the Complainant wishes to pursue a resolution (formal or informal)

through the University, or no resolution of any kind;

**7.** Refer the Complainant to the Counseling Center or other resources, as appropriate; and

**8.** Discuss with the Complainant, as appropriate, possible interim measures that can be provided to the Complainant, at no cost, during the pendency of the investigative and resolution processes. The University may implement such measures if requested, appropriate, and reasonably available, whether a formal Complaint has been filed (with either the Title IX Coordinator or law enforcement agencies) or whether an investigation has commenced (by either the Title IX Coordinator or law enforcement agencies). Interim measures may include, but are not limited to:

a) issuing no-contact orders to prevent any contact between the Complainant, the Respondent, witnesses and/or third parties;

b) providing the Complainant an escort to ensure that he or she can move safely between classes, work, and/or activities;

c) changing a Complainant’s or a Respondent’s on-campus housing or dining, if any, to a different on-campus location and providing assistance from University support staff in completing the relocation;

d) arranging to dissolve a campus housing contract and offering a pro-rated refund;

e) changing work arrangements;

f) rescheduling class work, assignments, and examinations without penalty;

g) arranging for the Complainant to take an incomplete in a class; or

h) moving the Complainant or the Respondent from one class section to another without penalty;

i) permitting a temporary withdrawal from the University;

j) providing alternative course completion options without penalty;

k) providing counseling services;

l) suspension of Respondent’s social privileges;

m) taking disciplinary action against the Respondent before resolution of the Complaint;

n) providing academic support services such as tutoring.

**9.** A Complainant will received written notification of the availability of the interim

measures set forth in section 8 above whether or not the Complainant chooses to report the incident to the University Public Safety Department or local law enforcement.

Following the initial meeting with the Complainant (and the alleged victim, if not the Complainant), the Title IX Investigator will, if applicable, promptly determine the interim measures to be provided to the Complainant (and to the alleged victim, if not the Complainant). Such determination will be promptly communicated to the Complainant and/or alleged victim, as applicable (and in no event that later than the point at which it is communicated to the Respondent) and the Respondent.

**(ii)** **Respondent’s Initial Meeting with the Title IX Investigator.** If the alleged victim wishes to

pursue a formal or informal resolution through the University or if the University otherwise deems that a further investigation is warranted, as soon as is reasonably practicable after the Title IX Investigator’s initial meeting with the Complainant (and if applicable, the alleged victim), the Title IX Investigator will schedule an initial meeting with the Respondent. During the initial meeting with the Respondent, the Title IX Investigator will, as applicable:

**1)** Provide Respondent with a copy of the Complaint;

**2)** Provide Respondent with a copy of this policy;

**3)** Explain the University’s procedures for formal resolution and informal resolution

(mediation) of the Complaint;

**4)** Explain the steps involved in a Sexual Misconduct investigation;

**5)** Discuss confidentiality standards and concerns with the Respondent;

**6)** Discuss non-Retaliation requirements with the Respondent;

**7)** Inform the Respondent of any interim measures already determined and being provided to the Complainant and/or the alleged victim (if not the Complainant) that directly affect the Respondent (e.g. changing his or her class schedule, or moving him or her to an alternate residence hall);

**8)** Refer the Respondent to the Counseling Center or other resources, as appropriate; and

**9)** Discuss with the Respondent, as appropriate, possible interim measures that can be provided to the Respondent during the pendency of the investigative and resolution processes. The University may implement such measures if requested, appropriate, and reasonably available, whether a formal Complaint has been filed or whether an investigation by either campus administrators or law enforcement agencies has commenced.

**(c) The Investigation.**

**(i)** Upon receipt of the Complaint, the Title IX Investigator will promptly begin his or her investigation, taking steps such as:

**1)** Conducting interviews with the Complainant, the alleged victim (if not the Complainant), the Respondent, and third-party witnesses and summarizing such interviews in written form;

**2)** Visiting, inspecting, and taking photographs at relevant sites; and

**3)** Where applicable, collecting and preserving relevant evidence (in cases of corresponding criminal complaints, this step may be coordinated with law enforcement agencies pursuant to a Memorandum of Understanding).

Through the investigation, the Title IX Investigator will remain neutral. The Title IX Investigator and Deputy Title IX Coordinators will receive annual training on issues related to sexual harassment, sexual assault, intimate partner violence, and stalking.

The Title IX Investigator and Deputy Title IX Coordinators should obtain, where applicable, and where possible, the written consent of any third-party witnesses to the disclosure, as contemplated by this Policy, of any Personally Identifiable Information contained in the Complaint, the Investigative Report, and/or any other documents the disclosure of which is contemplated by this Policy in order to further the resolution of this Complaint.[[2]](#footnote-2)

The Title IX Investigator will complete a written investigative report that includes items such as summaries of all interviews conducted, photographs, and descriptions of relevant evidence, summaries of relevant electronic records, and a detailed report of the events in question (“the Investigative Report”). The Title IX Investigator will distribute the Investigative Report, concurrently, to the alleged victim and the Respondent. The Title IX Investigator will also provide a copy to the Dean of Students who shall serve as the Chair of the Hearing Board. All parties to whom the Investigative Report is distributed pursuant to this Policy must maintain it in confidence; the Investigative Report may only be disclosed as contemplated by this Policy.

**(d) Formal Versus Informal Resolution.**

At any time before the Hearing Board provides the Notice of Appointment in accordance with Section V(b)(ii)(2), the alleged victim may elect to resolve his or her Complaint through the informal resolution (mediation) process in accordance with Article VI of this Policy, provided that:

(i) The Respondent agrees to such resolution;

(ii) The alleged victim and the Respondent are both students or are both employees of the

University;

(iii) The Title IX Coordinator determines that informal resolution is an appropriate mechanism

for resolving the complaint; and

(iv) The Complaint does not involve Sexual Assault.

Otherwise, a Complaint will proceed to formal resolution in accordance with Article V of this Policy.

**ARTICLE V. FORMAL RESOLUTION**

**(a) Respondent’s Acknowledgement of Responsibility Prior to Hearing.**

At any time prior to the date of his or her designated hearing, the Respondent may elect to acknowledge his or her actions and take responsibility for the alleged Sexual Misconduct. In such a situation, the Title IX Coordinator will propose sanction(s). If the victim and the Respondent agree to such proposed sanction(s), then the Complaint will be resolved without a hearing and without any further rights of appeal by any party. If either the victim or the Respondent objects to such proposed sanction(s), then the Sexual Misconduct Hearing Board will convene for the exclusive purpose of determining a sanction, which determination may be subject to appeal pursuant to Section V(b)(v) of this Policy.

**(b) The Formal Resolution Process.**

In the case of formal resolution, the Sexual Misconduct Hearing Board will conduct a hearing in which it will question the Complainant, the alleged victim (if not the Complainant), the Respondent, and any witnesses or other third parties whose testimony the hearing board deems relevant. The Sexual Misconduct Hearing Board will determine whether there has been a violation of the Sexual Misconduct Policy, and if there has been, will determine the sanction to be imposed on the Respondent.

**(i)** **The Sexual Misconduct Hearing Board.** The Sexual Misconduct Hearing Board shall have three members. The composition of the Hearing Board will be one faculty member and one staff member, and will be chaired by the Dean of Students. By August 15th of each year, the President of the University shall appoint two faculty members and two staff members to serve as Sexual Misconduct Hearing Board members for a period of one year. Each member of the Hearing Board will receive training annually.

**(ii)** **Notice of Appointment.** Upon receipt of the Investigative Report from the Title IX

Coordinator, the Dean of Students will appoint one faculty member and one staff member from the group of Sexual Misconduct Hearing Board members. Promptly after appointing the members of the Hearing Board, the Dean of Students will provide concurrent written Notice of Appointment of the Hearing Board to the alleged victim and the Respondent, setting forth the names of the individuals selected to serve on and chair the Sexual Misconduct Hearing Board, as well as the alleged policy violation along with information related to the formal conduct hearing.

The parties may challenge the participation of any member of the Hearing Board by submitting a written objection to the Title IX Coordinator within three days of receipt of the Notice of Appointment. Such objection must state the specific reason(s) for the objection. The Title IX Coordinator will evaluate the objection and determine whether to alter the composition of the Hearing Board. Failure to submit a timely and proper objection will constitute a waiver of any right of objection to the composition of the Hearing Board. Any changes in the composition of the Hearing Board will be provided in writing to both parties prior to the date of the hearing.

**(iii) Hearing Policies and Procedures.**

**1) Submission of Written Material by the Parties.** Within five days of receipt of the

Notice of Appointment of the Hearing Board, the alleged victim and the Respondent may provide the Chair of the Hearing Board with (1) a list of witnesses, if any, that they propose that the Hearing Board call and a brief description of each proposed witness’s connection to and/or knowledge of the issues in dispute, (2) a written statement of position, and (3) copies of all documents to be presented at the hearing. Failure to provide this information in a timely manner may result in the loss of the ability to provide this information. The Title IX Coordinator and/or the Deputy Title IX Coordinator will present the Investigative Report at the hearing.

**2) Notice of Hearing.** Not less than five (5) business days but not more than ten (10) business days after delivery

of Notice of Appointment of the Hearing Board to the parties, the Hearing Board will provide a separate notice to the alleged victim, the Respondent, and any witnesses or other third parties whose testimony the Hearing Board deems relevant, requesting such individuals to appear before the Hearing Board. The notice should set forth, as applicable, the date, time, and location of the hearing. In this Notice of Hearing, the Hearing Board will provide the names of witnesses or other third parties that the Hearing Board plans to call.

**3) Failure to Appear.** If the alleged victim or the Respondent fails to appear before the

Hearing Board if requested to do so, and such party was provided with proper notice of the hearing as set forth above, then absent extenuating circumstances, the Hearing Board will proceed to determine the resolution of the Complaint.

**4). Support Persons**. The alleged victim and the Respondent each have the right to be assisted by one advisor of their choice, and at their expense. The alleged victim and the Respondent are each responsible for presenting his or her own information. An Advisor may communicate with his or her advisee privately, but he or she may not address the Hearing Board, cross-examine witnesses, or have any other speaking role. The alleged victim and the Respondent must notify the Dean of Students who they are bringing at least two (2) business days prior to the hearing. Failure to meet this deadline may result in the loss of the ability to have the advisor present. The alleged victim and Respondent should select an advisor whose schedule allows attendance at the schedule date and time of the hearing; delays will not normally be allowed due to the scheduling conflicts of an advisor. The advisor must maintain confidentiality regarding any and all communications exchanged pursuant to this Policy.

**5) Other Advisors**. Absent accommodation for disability and except as set forth in this Section V(b)(iii)(4), the parties may not be accompanied by any other individual during the hearing process.

**6) Evidentiary Matters.** The alleged victim and the Respondent will have an equal opportunity to present evidence during their respective hearings. Formal rules of evidence will not be observed during the hearings.

Evidence of past sexual histories of the alleged victim or the Respondent will not be permitted at the hearing, with the following exception:

`` **a)** The alleged victim’s prior sexual conduct with the Respondent.

The Hearing Board shall clarify that evidence of a prior consensual dating or sexual relationship between the parties does not imply consent or preclude a finding of sexual misconduct in the instant case.

**7) Conduct of the Hearings.**

**a)** **Generally.** The hearings will be conducted in an inquisitorial manner, which means that the Hearing Board will be responsible for asking questions of the parties and the witnesses and developing evidence through testimony. The Dean of Students, as Chair of the Hearing Board, will resolve any questions concerning procedure or the admission of evidence or testimony (including the relevancy and reliability of the evidence and testimony). Members of the University community are expected to provide truthful testimony. Any falsification of information or false testimony by any party or witness may subject that party or witness to disciplinary action.

**b) Testimony of the Respondent**. The Respondent may choose not to testify or appear before the Hearing Board; however, his or her exercise of that option will not preclude the Hearing Board from making a determination regarding the Complaint filed against the Respondent.

**c) Private.** Hearing shall normally be conducted in private. In order to comply with FERPA and Title IX and to provide an orderly process for the presentation and consideration of relevant information without undue intimidation or pressure, the hearing process is not open to the general public. Accordingly, documents prepared in anticipation of the hearings (including the Complaint, the Investigative Report, the notices of hearing, and the pre-hearing submissions referenced above) and documents, testimony, or other information introduced at the hearings may not be disclosed outside the hearing proceedings, except as may be required or authorized by law.

**d) Separate Hearings.** In hearings involving more than one respondent, the Dean of Students, as chairperson, may at his or her discretion, permit the hearings Concerning each Respondent to be conducted separately or jointly.

**e) Cross examination.** The alleged victim and Respondent will not be allowed to directly cross-examine each other or witnesses.

**f) Witnesses**. Witnesses other than the alleged victim and Respondent will be excluded from the hearing except during their specific witness testimony.

**g) Record.** There shall be a single verbatim record, such as a digital recording, of all hearings before the Hearing Board, not including deliberations. The recording shall be the property of the University.

**h) Separation of parties**. The Hearing Board may accommodate concerns for the personal safety, well-being, retaliation, and/or fears of the confrontation of the alleged victim, Respondent, and/or other witnesses during the hearing by providing a visual screen, or permitting participation by telephone, video conferencing or by other means.

**(iv)** **Outcome.**

**1)** **The Decision of the Hearing Board.** Following the conclusion of the hearing, the

Hearing Board will confer and by majority vote determine whether the evidence (including the information provided in and by the Investigative Report, the parties written statements, if any, the evidence presented at the hearings, and the testimony of the parties and witnesses) establishes that it is more likely than not[[3]](#footnote-3) that the Respondent violated the Sexual Misconduct Policy. The deliberation portion of the hearing is closed to all but the Hearing Board members.

**2) Sanctions**.

**a) Generally.** Sanctions for a finding of responsibility depend upon the nature and gravity of the misconduct. Sanctions may include, without limitation, withholding a promotion or pay increase, reassigning employment, terminating employment, temporary suspension without pay, compensation adjustments, expulsion or suspension from the University, disciplinary probation, expulsion from campus housing, mandated counseling, and/or educational sanctions deemed appropriate by the Hearing Board. A full list of possible sanctions for students is attached as “Appendix E”.

The Hearing Board will determine sanctions, giving consideration to whether a given sanction will (a) bring an end to the violation in question, (b) reasonably prevent a recurrence of a similar violation, and (c) remedy the discriminatory effects of the violation of the Complainant, and if applicable, the University community at large.

**b) Implementation of Sanctions.** Sanctions imposed are not effective until the resolution of any timely appeal pursuant to Section V(b)(v), below. However, if it is advisable that in order to protect the welfare of the victim or the University Community, the Hearing Board may recommend that any sanctions be effective immediately and continue in effect until such time as the appeal process is exhausted.

**3) Final Outcome Letter.** Within seven (7) business days following the conclusion of the

hearing, the Hearing Board will issue a written decision letter (the “Final Outcome Letter”) concurrently to the Respondent, the Complainant and the alleged victim (if not the Complainant), the Title IX Coordinator, the Vice President for Student Services if the Respondent is a student, and the appropriate Vice President or Athletic Director if the Respondent is an employee. The Final Outcome Letter will set forth (1) the name of the Respondent, (2) the violation(s) of this Policy for which the Respondent was found responsible, if any; (3) sanctions imposed on the Respondent, if any; and (4) the option to appeal by either party. The University will not require either party to abide by a nondisclosure agreement, in writing or otherwise, that would prevent the redisclosure of information related to the outcome of the proceeding.

**(v) Appeals.**

**1) Respondent is a student or non-faculty employee.**

The alleged victim or the Respondent may appeal, in writing, the decision of the Hearing Board and/or the sanction imposed on the Respondent within 7 calendar days from the date of the Final Outcome Letter. The decision of the Hearing Board and the sanction imposed on the Respondent may, if desired, be appealed simultaneously. The only basis for appeal shall be:

**a)** Alleged failure of the Hearing Board to follow the procedures set forth in the Sexual Misconduct Policy; or

**b)** Consideration of new evidence that was not reasonably available at the time of the hearing before the Hearing Board.

Students should appeal to Dr. Keegan Nichols, Vice President for Student Services, located in the Office of Student Services, Doc Bryan Student Services Center, Suite 202, (479) 968-0238, knichols@atu.edu. Employees should appeal to the appropriate Vice President or Athletic Director. Typically, a decision on the appeal will be issued within seven (7) business days of receipt of the appeal.

**2) Respondent is a faculty member.**

The alleged victim may appeal following the process set forth in Section 1 above. If the Respondent is a faculty member with tenure or with a special or probationary appointment and the sanction issued by the Hearing Board is dismissal before the end of a specified term, the procedures set forth Chapter II, Section E of the Faculty Handbook shall govern the Respondent’s appeal. If the Hearing Board issues a sanction which imposes a penalty other than dismissal, the procedures set forth in Chapter II, Section G of the Faculty Handbook shall govern the Respondent’s appeal.

**ARTICLE VI. INFORMAL RESOLUTION (MEDIATION)**

Informal resolution is only appropriate if (i) the alleged victim requests it, (ii) the Respondent agrees to such resolution, (iii) the alleged victim and the Respondent are both Students or are both employees of the University, (iv) the Title IX Coordinator determines that informal resolution is an appropriate mechanism for resolving the Complaint, and (v) the Complaint does not involve sexual assault. Informal Resolution is not a prerequisite to pursuit of a formal resolution.

Informal resolution may not be selected for less than all of the misconduct alleged in the Complaint (for example the parties may not choose to resolve a claim of Sexual Assault according to the formal resolution process but mediate all other claims). If the parties agree to informal resolution (and informal resolution is appropriate for all of the claims at issue), then all of the claims must be resolved according to the informal resolution process.

The alleged victim has the right to terminate the informal resolution process at any time and proceed with formal resolution. Furthermore, the Title IX Coordinator may, where appropriate, terminate or decline to initiate informal resolution, and proceed with formal resolution instead. In such cases, statements or disclosure made by the parties in the course of the informal resolution process may be considered in the subsequent formal resolution proceeding.

**(a) Respondent’s Acknowledgement of Responsibility.**

At any time prior to the imposition of sanctions, the Respondent may elect to acknowledge his or her actions and take responsibility for the alleged Sexual Misconduct. In such a situation, the Title IX Coordinator will propose sanction(s) for the Respondent. If both the alleged victim and the Respondent agree to such proposed sanction(s), then the Complaint will be resolved without any further rights of appeal by either party.

If either the alleged victim or the Respondent objects to the proposed sanction(s), then the Hearing Board will convene for the exclusive purpose of determining sanctions, which determination may be subject to appeal by either party pursuant to Section V(b)(v) of this Policy. For purposes of this sanction hearing, all of the other provisions of this Policy relating to the imposition of a sanction for Sexual Misconduct shall apply.

**(b) The Informal Resolution Process.**

**(i)** **The Mediation; The Presiding Officer**. When the Complaint is to be resolved according to the informal resolution process, there will be a mediation overseen by the Title IX Coordinator or a Deputy Title IX Coordinator.

**(ii) Notice of the Mediation**. The Title IX Coordinator will provide concurrent written notice to the alleged victim and the Respondent, setting forth the date, time and location of the mediation.

**(iii) No Contact Prior to Mediation**. The parties may not contact each other outside of the mediation, even to discuss the mediation.

**(iv) Attendance.** Both the alleged victim and the Respondent are expected to attend the mediation. If either party fails to appear at the mediation, and such party was provided proper notice of the mediation as set forth above, then absent extenuating circumstances, the Title IX Coordinator may either direct that resolution of the Complaint be determined according to the formal resolution process set forth above, or if the alleged victim fails to appear without good cause, dismiss the Complaint.

**(v) The Mediation**.

**1) The Alleged Victim’s Rights**. During the mediation, the alleged victim may:

**(a)** Confront the Respondent in the presence of, and facilitated by, the Presiding Officer.

**(b)** Communicate his or her feelings and perceptions regarding the incident and the impact of the incident (either by communicating directly with the Respondent or by communicating indirectly with the Respondent through the Presiding Officer), and/or

**(c)** Relay his or her wishes and expectations regarding protection in the future.

**2) Resolution.** During the mediation, the Presiding Officer will attempt to facilitate the

parties’ resolution of the Complaint. If the mediation results in a resolution between the parties and the Title IX Coordinator finds the resolution to be appropriate under the circumstances (giving consideration to the extent to which the resolution will protect the safety of the alleged victim and the entire University community), the informal disciplinary procedure will be concluded and the Complaint will be closed. If the parties are unable to reach a resolution, the formal resolution process outlined in Article V of this Policy will promptly commence.

**(vi) Privacy and Disclosure**. In order to comply with FERPA and Title IX and to provide an

orderly process for the presentation and consideration of relevant information without undue intimidation or pressure, the informal resolution process is not open to the general public. Accordingly, documents prepared in anticipation of the mediation (including the Investigative Report and the Notice of Mediation) and other information introduced at the mediation may not be disclosed outside of the mediation, except as may be required or authorized by law.

**Appendix A**

**SEXUAL MISCONDUCT POLICY AND PROCEDURES**

**Suggested Actions for Victims of Sexual Assault**

While all types of Sexual Misconduct are inappropriate and taken seriously by the University, actions involving Sexual Assault (as defined in Appendix B) are particularly concerning. Thus, if you are the victim of a Sexual Assault, the University’s first priority is to help you take steps to address your safety, medical needs and emotional well-being. You are encouraged to take the following actions, as applicable, regardless of whether you have made a decision about whether to pursue criminal or University disciplinary charges.

**1. Ensure Your Physical Safety.**

You may seek help from local **law enforcement agencies** or by contacting the **Arkansas Tech University Department of Public Safety**. The Department of Public Safety can assist you and are on duty at the University Police Department 24 hours a day, seven days a week.

**2. Seek Medical Assistance and Treatment.**

Local options for medical care include the **University Health and Wellness Center** on the Russellville campus, **Saint Mary’s Regional Medical Center** in Russellville, and **Mercy Hospital in Ozark**. It is crucial that you obtain medical attention as soon as possible after a Sexual Assault to determine the possibilities of physical injury and to prevent or treat sexually transmitted diseases (such as HIV). Medical facilities can also screen for the presence of sedative drugs such as Rohypnol or GHB (date-rape drugs).

Employees at the University Health and Wellness Center can help you contact a support person, such as a family member, a friend or roommate.

If you choose to have an evidence collection kit (or “rape kit”) completed, it is important to do so within 72 hours. Even if you have not decided to file charges, it is advisable to have the evidence collection kit completed so that you can preserve the options of obtaining a protective order and/or filing criminal charges at a later date. Saint Mary’s Regional Medical Center administers evidence collection kits. Individuals in Russellville may go directly to Saint Mary’s Regional Medical Center or may be referred to the hospital by the University Health and Wellness Center. Those in Ozark may go directly to Mercy Hospital Ozark.

In order to best preserve evidence for an evidence collection kit, it may be advisable to avoid showering, bathing, going to the bathroom or brushing your teeth before the kit is collected. You should also wear (or take with you in a paper – not plastic – bag) to the hospital the same clothing that you were wearing during the assault. An evidence collection kit can still be completed even if you have showered or bathed.

**3. Obtain Emotional Support.**

The **Arkansas Tech University Health and Wellness Center** can help victims sort through their feelings and begin the recovery process. The professionals at Counseling Services are trained to provide crisis intervention on short-term and emergency issues. Counseling Services can also provide referral services for outside providers and law enforcement. Counseling is free of charge to all Students. In some instances, the law may require the disclosure of information shared by Students with counselors. However, absent a legal mandate to the contrary, counseling services are strictly confidential, are not part of Students’ University records, and will not be reported to other University personnel.

**4. Obtain Information / Report Misconduct.**

You are encouraged to report incidents of Sexual Assault to the University’s Title IX Coordinator or other designated University individuals or offices as outlined in the Sexual Misconduct Policy and Procedures (even if you have filed a report directly with law enforcement). Further information about how to report Sexual Assault is provided in the body of the Arkansas Tech University Sexual Misconduct Policy and Procedures. University personnel can help you access resources and can provide you with support and information, including information on the University’s procedures for investigating and addressing instances of Sexual Assault.

**Important Contact Information**

**University Resources**

Arkansas Tech University’s ***Title IX Coordinator*** is Jennifer Fleming, whose office is located in Room 212 of the Administration Building. Ms. Fleming may be contacted from 8 a.m. to 5 p.m. Monday through Friday by phone at 479-498-6020 or by email at [jfleming@atu.edu](mailto:jfleming@atu.edu).

Arkansas Tech University’s ***Deputy Title IX Coordinators*** are Amy Anderson and Susie Nicholson, whose offices are located in Tucker Coliseum. Ms. Anderson may be contacted from 8:00 a.m. to 5 p.m. Monday through Friday by phone at (479) 498-6071 or by e-mail at [aanderson41@atu.edu](mailto:aanderson41@atu.edu). Ms. Nicholson may be contacted from 8:00 a.m. to 5:00 p.m., Monday through Friday by phone at (479) 964-3230 or by email at [snichiolson@atu.edu](mailto:snichiolson@atu.edu).

Arkansas Tech University’s Deputy Title IX Coordinator for the Ozark Campus is Tanya Martin, whose office is located in the Technology and Academic Support Building. Ms. Martin may be contacted from 8:00 a.m. to 5:00 p.m. Monday through Friday by phone at (479) 508-3307 or by email at tmartin31@atu.edu.

The ***Arkansas Tech University Department of Public Safety*** is located at 1508 North Boulder Avenue on the ATU main campus in Russellville, Arkansas, and is available by phone at 479-968-0222. University Police Officers are available 24/7.

The Arkansas Tech University Department of Public Safety for Ozark Campus is David Spicer. Mr. Spicer is located in the Collegiate Center, Room 100C on the Ozark Campus and is available by phone at (479) 508-3359, Monday through Friday from 8:00 a.m. to 5:00 p.m. or by email to Officer David Spicer at dspicer1@atu.edu.

The ***Office of Human Resources*** is located in Brown Hall, Suite 434 and is available by phone at

479-968-0396. The office is staffed from 8 a.m. until 5 p.m. Monday through Friday.

The ***Arkansas Tech University Health and Wellness Center*** is located in Doc Bryan Student Services Center, Suite 117 and is available by phone at 479-968-0329. The Center is staffed from 8 a.m. until 5 p.m. Monday through Friday. <http://www.atu.edu/hwc/index.php>

**Community Resources**

***Russellville Police Department*** *and the* ***Ozark Police Department*** can be reached by calling 911.

Saint Mary’s Regional Medical Center is located at 1808 West Main Street, Russellville, Arkansas. The Emergency Department can be reached at 479-968-6211.

Mercy Hospital in Ozark is located at 801 W. River, Ozark Arkansas, 72949. (479) 667-4138.

Ozark Rape Crisis Center, 715 W. Main Street, Clarksville, AR, 72830. Telephone number (479) 754-6869. Internet address: <http://www.ozarkrapecrisis.com/>

5th Judicial District Prosecuting Attorney’s Office “Victim Assistance Outreach Program”. Telephone number (479) 705-0579.

***Arkansas Coalition Against Sexual Assault*** can be reached at (800) 977-5776. More information can be found at [www.acasa.us](http://www.acasa.us).

**Appendix B**

**Definitions**

**Clery Act**. The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“the Clery Act”) is a federal statute codified at 20 U.S.C. §1092(f), with implementing regulations in the U.S. Code of Federal Regulations at 34 C.F.R. 668.46. The Clery Act requires all colleges and universities that participate in federal financial aid programs to keep and disclose information about crime on and near their respective campuses as well as to give timely warning of dangers on campus.

**Complainant.** A “Complainant” is an individual who reports or files a Complaint. A Complainant may be someone other than the person who may have been subjected to the Sexual Misconduct.

**Complaint.** A “Complaint” is an allegation of Sexual Misconduct asserted against another party and reported to or filed with the University.

**Consent.** “Consent” is informed, freely and actively given and mutually understandable words or actions that indicate a willingness to participate in a mutually agreed-upon sexual activity. Consent is mutually understandable when a reasonable person would consider the words or actions of the parties to have manifested a mutually understandable agreement between them to engage in certain conduct with each other. Consent cannot be gained by ignoring or acting in spite of the objections of another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent.

Consent cannot be inferred from:

1. Silence, passivity, or lack of resistance alone;

2. A current or previous dating or sexual relationship alone (or the existence of such a relationship with anyone else);

3. Attire;

4. The buying of dinner or the spending of money on a date; or

5. Consent previously given (i.e. consenting to one sexual act does not imply consent to another sexual act.)

Consent is not effective if it is obtained through the use of physical force, violence, duress, intimidation, coercion or the threat, expressed or implied, of bodily injury. Whether a party used intimidation or coercion to obtain consent will be determined by reference to the perception of a reasonable person found in the same or similar circumstances.

Consent may never be given by:

1. A person in Arkansas under the age of 14.

2. A mentally disabled person, if their disability was reasonably knowable to a sexual partner who is not mentally disabled.

3. Persons who are incapacitated (whether as a result of drugs, alcohol or otherwise), unconscious, asleep, or otherwise physically helpless or mentally or physically unable to make informed, rational judgments. The use of alcohol or drugs does not excuse conduct that constitutes Sexual Misconduct under this Policy.

**Dating Violence**. “Dating Violence” means violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:

a. The length of the relationship,

b. The type of relationship, and

c. The frequency of interaction between the persons involved in the relationship.

**Domestic Violence.** “Domestic Violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Arkansas, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the State of Arkansas.

**FERPA**. The Family Educational Rights and Privacy Act (“FERPA”) is a federal statute codified at 20 U.S.C. §1232g, with implementing regulations at 34 CFR Part 99. FERPA protects the privacy of student education records. FERPA grants to parents or eligible students the right to access, inspect, and review education records, the right to challenge the content of education records, and the right to consent to the disclosure of education records.

**Rape**. “Rape” is the act of sexual intercourse or penetration (anal, oral or vaginal), however slight, with any body part or any object, by a man or a woman upon a man or a woman, without Consent, including vaginal penetration by a penis, object, tongue, or finger; anal penetration by a penis, object, tongue or finger; and oral copulation (mouth to genital contact or genital to mouth contact).

**Respondent.** A “Respondent” is an individual who has been accused of committing Sexual Misconduct by the report or filing of a formal or informal Complaint.

**Retaliation.** “Retaliation” means any adverse action threatened or taken against a person because he or she has filed, supported, or provided information in connection with a Complaint of Sexual Misconduct, including, but not limited to direct and indirect intimidation, threats, and harassment.

**Sexual Assault**. “ Sexual Assault” means any actual, attempted, or threatened sexual act with another person without that person’s Consent. Sexual Assault includes, but is not limited to:

1. Rape and attempted Rape;

2. Intentional and unwelcome sexual touching (including disrobing or exposure), however slight, with any body part or any object, by a man or a woman upon a man or a woman, with effective Consent, or a person’s breasts, buttocks, groin, or genitals (or clothing covering such areas), or coercing, forcing, or attempting to coerce or force another to touch you, themselves, or a third party with any of these body parts or areas when such touching would be reasonably and objectively offensive.

3. Any sexual act in which there is force, violence, or use of duress or deception upon the victim;

4. Any sexual act perpetrated when the victim is unable to give Consent; and

5. Sexual intimidation, which includes, but is not limited to:

a. Threatening, expressly or impliedly, to commit a sexual act upon another person without his or her Consent,

b. Stalking or cyber-stalking, and

c. Engaging in indecent exposure.

**Sexual Exploitation.** “Sexual Exploitation” means any act of taking non-Consensual, unjust or abusive sexual advantage of another person for one’s own advantage or benefit or to benefit or advantage anyone other than the person being exploited. Sexual Exploitation includes, but is not limited to:

1. Causing or attempting to cause the incapacitation of another person in order to gain a sexual advantage over such person;

2. Prostituting another person (i.e. personally gaining money, privilege or power from the sexual activities of another);

3. Non-Consensual videotaping, photographing, or audio-taping of sexual activity and/or distribution of these materials via media such as, but not limited to, the Internet;

4. Exceeding the boundaries of Consent (e.g., allowing another person to observe Consensual sex without the knowledge of or Consent from all participants);

5. Voyeurism; and

6. Knowingly or recklessly transmitting a sexually transmitted disease (including HIV) to another individual.

**Sexual Harassment.** “Sexual Harassment” is defined as unwelcome conduct that is severe and pervasive, which substantially interferes with the learning, working, or living environment, and which would detrimentally affect a reasonable person under the circumstances. Harassment is extreme, outrageous or persistent acts or communications that are intended or reasonably likely to harass, intimidate or humiliate another. Whether the alleged conduct constitutes prohibited harassment depends on the entire circumstances, including the nature, frequency, type and duration of the conduct. Examples of sexual harassment may include, but are not limited to, the following:

i. Verbal abuse of a sexual nature, which is considered to include, but is not limited to, epithets, derogatory comments, sexual advances, invitations, propositions, comments, or requests for sexual favors;

ii. Intimate unwelcome physical contact;

iii. Repeated unwanted discussions of sexual matters;

iv. Use of sexual jokes, stories, analogies, or images which are not related to the subject of the class or work situation;

v. Ogling, leering, or prolonged staring at another person’s body;

vi. Display or use of sexual graffiti or sexually-explicit pictures or objects;

vii. Sexually suggestive jokes, comments, e-mails, or other written or oral communications;

viii. Condition, explicitly or implicitly, academic or employment decisions upon an individual’s submission to requests for sexual favors or conduct.

Sexual harassment by any faculty, staff or student is a violation of both federal regulatory law and University policy and will not be tolerated at Tech. The University considers sexual harassment to be a very serious issue and shall subject the offender to dismissal or other sanctions following the University’s investigation and substantiation of the complaint and compliance with due process requirements.

The determination of what constitutes sexual harassment will vary with the particular circumstances, but it may be generally described as repeated and unwanted sexual behavior, such as physical contact and verbal comments or suggestions that adversely affect the working or learning environments of others.

EEOC Guidelines define sexual harassment as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is either explicitly or implicitly made a condition of an individual’s employment with the University or a factor in the educational program of a student, and/or;

b. Submission to or a rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting such individuals, and/or;

c. Such conduct has the purpose or effect of substantially interfering with an individual’s right to achieve an educational objective or to work in an environment free of intimidation, hostility, or threats stemming from acts or language of a sexual nature.

Although sexual harassment most frequently occurs when there is an authority differential between the persons involved (faculty member and student, supervisor and staff member), it may also occur between persons of the same status (e.g. faculty-faculty, staff-staff, student-student). Both men and women may be victims of sexual harassment, and sexual harassment may occur between individuals of the same gender.

Because of the unique situations which exist between students, faculty, supervisors, and staff, relationships in the workplace and on campus should at all times remain professional. In particular, due to the professional power differential between faculty and students, faculty members are encouraged to remain professional in all relationships with students. As teachers, professors encourage the free pursuit of learning by their students. They hold before them the best scholarly standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect each student’s true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

Sexual harassment may create a hostile, abusive, demeaning, offensive, or intimidating environment. It is manifested by verbal or physical actions, including gestures and other symbolic conduct. Sexual harassment is not always obvious and overt; it can also be subtle and covert. A person who is subject to sexual advances may nevertheless be a victim of sexual harassment if those advances were unwelcome.

If a professor’s speech or conduct takes place in the teaching context, it must also be persistent, pervasive, and not germane to the subject matter. The academic setting is distinct from the workplace in that wide latitude is required for professional judgment in determining the appropriate content and presentation of academic material.

**Sexual Misconduct. “**Sexual Misconduct” means any unwelcome conduct of a sexual nature, including any conduct or act of a sexual nature perpetrated against an individual without Consent. Sexual Misconduct can occur between strangers or acquaintances, including people involved in an intimate or sexual relationship. Sexual Misconduct can be committed by men or by women, and it can occur between people of the same or different sex. The University encourages reporting of all Sexual Misconduct. Sexual Misconduct includes, but is not limited to:

1. Dating violence;

2. Domestic violence;

3. Non-forcible sex acts, which are unlawful sexual acts where Consent is not relevant, such as sexual contact with an individual under the statutory age of Consent, as defined by State law, or between persons who are related to each other within degrees wherein marriage is prohibited by law.

4. Sexual Assault;

5. Sexual Exploitation;

6. Sexual Harassment; and

7. Stalking.

**Stalking.** “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. fear for his or her safety or the safety of others; or

2. suffer substantial emotional distress.

**Student.** A “student” is any student who is registered at the University or enrolled at the University (a) at the time of the alleged Sexual Misconduct *and* (b) at the time a Complaint is filed.

**Appendix C**

**Reporting and Confidentially Disclosing Sexual Violence: Know the Options**

Arkansas Tech University encourages victims of sexual violence to talk to somebody about what happened – so victims can get the support they need, and so the University can respond appropriately.

Different employees on campus have different abilities to maintain a victim’s confidentiality.

* Some are required to maintain near complete confidentiality; talking to them is sometimes called a “privileged communication.”
* Other employees may talk to a victim in confidence, and generally only report to the University that an incident occurred without revealing any personally identifying information. Disclosures to these employees will not trigger a University investigation into an incident against the victim’s wishes.
* Thirdly, some employees are required to report all the details of an incident (including the identities of both the victim and alleged perpetrator) to the Title IX coordinator. A report to these employees (called “responsible employees”) constitutes a report to the University – and generally obligates the University to investigate the incident and take appropriate steps to address the situation.

This policy is intended to make students aware of the various reporting and confidential disclosure options available to them – so they can make informed choices about where to turn should they become a victim of sexual violence. The University encourages victims to talk to someone identified in one or more of these groups.

**The Options**

**A. Privileged and Confidential Communications.**

* ***Professional Counselors***

Professional, licensed counselors who provide mental-health counseling to members of the school community (and including those who act in that role under the supervision of a licensed counselor) are generally not required to report any information about an incident to the Title IX coordinator without a victim’s permission.

The following is the contact information for these individuals who are all located in the Health and Wellness Center (<http://www.atu.edu/hwc/index.php>) in Doc Bryan Student Services Center, Suite 117:

Kristy Davis, [kdavis51@atu.edu](mailto:kdavis51@atu.edu), (479) 968-0329

Craig Witcher, [cwitcher@atu.edu](mailto:cwitcher@atu.edu), (479) 968-0329

Janis Taylor, [jtaylor78@atu.edu](mailto:jtaylor78@atu.edu), (479) 968-0329

Hunter Bramlitt, [jbramlitt@atu.edu](mailto:jbramlitt@atu.edu), (479) 968-0329

A victim who speaks to a professional counselor must understand that, if the victim wants to maintain confidentiality, the University will be unable to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator.

Even so, these counselors will still assist the victim in receiving other necessary protection and support, such as victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules.

A victim who at first requests confidentiality may later decide to file a complaint with the University or report the incident to local law enforcement, and thus have the incident fully investigated. These counselors will provide the victim with assistance if the victim wishes to do so.

* ***Medical Professionals***

The medical professionals who work in the on-campus health center can generally talk to a victim without revealing any personally identifying information about an incident to the University. A victim can seek assistance and support from these individuals without triggering a University investigation that could reveal the victim’s identity or that the victim has disclosed the incident.

While maintaining a victim’s confidentiality, these individuals or their office should report the nature, date, time, and general location of an incident to the Title IX Coordinator. This limited report – which includes no information that would directly or indirectly identify the victim – helps keep the Title IX Coordinator informed of the general extent and nature of sexual violence on and off campus so the coordinator can track patterns, evaluate the scope of the problem, and formulate appropriate campus-wide responses. Before reporting any information to the Title IX Coordinator, these individuals will consult with the victim to ensure that no personally identifying details are shared with the Title IX Coordinator.

Following is contact information for these Medical Professionals:

Rebecca Gray, Advanced Practice Registered Nurse

[rgray12@atu.edu](mailto:rgray12@atu.edu)

Heather Stout, Registered Nurse

[hstout1@atu.edu](mailto:hstout1@atu.edu)

(479) 968-0329

Health and Wellness Center, Doc Bryan Student Services Center, Suite 117

(<http://www.atu.edu/hwc/index.php>)

**NOTE:** While the professional counselors and medical professionals may maintain a victim’s confidentiality vis-à-vis the University, they may have reporting or other obligations under state law. For example, mandatory reporting to law enforcement in case of minors; instances of imminent harm to self or to others; or being subpoenaed to testify in a criminal case

**ALSO NOTE:** If the University determines that the alleged perpetrator(s) pose a serious and immediate threat to the University community, those individuals who serve as Campus Security Authorities under the Cleary Act may be called upon to issue a timely warning to the community. Any such warning should not include any information that identifies the victim.

**B. Reporting to “Responsible Employees.”**

A “responsible employee” is a University employee who has the authority to redress sexual violence, who has the duty to report incidents of sexual violence or other student misconduct, or who a student could reasonably believe has this authority or duty. When a victim tells a responsible employee about an incident of sexual violence, the victim has the right to expect the University to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

A responsible employee **must report** to the Title IX coordinator all relevant details about the alleged sexual violence shared by the victim and that the University will need to determine what happened – including the names of the victim and alleged perpetrator(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident.

To the extent possible, information reported to a responsible employee will be shared only with people responsible for handling the University’s response to the report. A responsible employee should not share information with law enforcement without the victim’s consent or unless the victim has also reported the incident to law enforcement.

The following employees (or categories of employees) are the University’s responsible employees:

**Resident Directors, Resident Assistants, Area Coordinators, Associate Deans, Dean of Students, President, Chancellor, Vice Presidents, Vice Chancellors, Assistant Vice Presidents, Academic Department Heads, Academic Deans, Athletic Director, Assistant Coaches, Head Coaches, Faculty Advisors for Student Groups, employees in the Department of Public Safety.**

Before a victim reveals any information to a responsible employee, the employee should ensure that the victim understands the employee’s reporting obligations – and, if the victim wants to maintain confidentiality, direct the victim to confidential resources.

If the victim wants to tell the responsible employee what happened but also maintain confidentiality, the employee should tell the victim that the University will consider the request, but cannot guarantee that the University will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the responsible employee will also inform the Coordinator of the victim’s request for confidentiality.

Responsible employees will not pressure a victim to request confidentiality, but will honor and support the victim’s wishes, including for the University to fully investigate an incident. By the same token, responsible employees will not pressure a victim to make a full report if the victim is not ready to.

**Requesting Confidentiality From the University: How the University Will Weigh the Request and Respond.**

If a victim discloses an incident to a responsible employee but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, the University must weigh that request against the University’s obligation to provide a safe, non-discriminatory environment for all students, including the victim.

If the University honors the request for confidentiality, a victim must understand that the University’s ability to meaningfully investigate the incident and pursue disciplinary action against the alleged perpetrator(s) may be limited.

Although rare, there are times when the University may not be able to honor a victim’s request in order to provide a safe, non-discriminatory environment for all students.

The University has designated the following individual(s) to evaluate requests for confidentiality once a responsible employee is on notice of alleged sexual violence:

Ms. Jennifer Fleming, Title IX Coordinator

When weighing a victim’s request for confidentiality or that no investigation or discipline be pursued, the Title IX Coordinator will consider a range of factors, including the following:

* The increased risk that the alleged perpetrator will commit additional acts of sexual or other violence, such as:
  + whether there have been other sexual violence complaints about the same alleged perpetrator;
  + whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence;
  + whether the alleged perpetrator threatened further sexual violence or other violence against the victim or others;
  + whether the sexual violence was committed by multiple perpetrators;
  + whether the victim is a minor;
* whether the University possesses other means to obtain relevant evidence of the sexual violence (e.g., security cameras or personnel, physical evidence);
* whether the victim’s report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

The presence of one or more of these factors could lead the University to investigate and, if appropriate, pursue disciplinary action. If none of these factors is present, the University will likely respect the victim’s request for confidentiality.

**If the University determines that it cannot maintain a victim’s confidentiality**, the University will inform the victim prior to starting an investigation and will, to the extent possible, only share information with people responsible for handling the University’s response.

The University will remain ever mindful of the victim’s well-being, and will take ongoing steps to protect the victim from retaliation or harm and work with the victim to create a safety plan. Retaliation against the victim, whether by students or University employees, will not be tolerated. The University will also:

* assist the victim in accessing other available victim advocacy, academic support, counseling, disability, health or mental health services, and legal assistance both on and off campus (see portion of policy identifying these);
* provide other security and support, which could include issuing a no-contact order, helping arrange a change of living or working arrangements or course schedules (including for the alleged perpetrator pending the outcome of an investigation) or adjustments for assignments or tests; and
* inform the victim of the right to report a crime to campus or local law enforcement – and provide the victim with assistance if the victim wishes to do so.

The University may not require a victim to participate in any investigation or disciplinary proceeding.

Because the University is under a continuing obligation to address the issue of sexual violence campus-wide, reports of sexual violence (including non-identifying reports) will also prompt the University to consider broader remedial action – such as increased monitoring, supervision or security at locations where the reported sexual violence occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices.

**If the University determines that it can respect a victim’s request for confidentiality**, the University will also take immediate action as necessary to protect and assist the victim.

**Miscellaneous**

**Take Back the Night and other public awareness events**

Public awareness events such as “Take Back the Night,” the Clothesline Project, candlelight vigils, protests, “survivor speak outs” or other forums in which students disclose incidents of sexual violence, are not considered notice to the University of sexual violence for purposes of triggering its obligation to investigate any particular incident(s). Such events may, however, inform the need for campus-wide education and prevention efforts, and the University will provide information about students’ Title IX rights at these events.

**Anonymous Reporting**

Although the University encourages victims to talk to someone, the University provides an online system for anonymous reporting. The system will notify the user (before s/he enters information) that entering personally identifying information may serve as notice to the University for the purpose of triggering an investigation. The website is: <http://www.atu.edu/psafe-report-sexassault.php>

**Off-campus Counselors and Advocates**

Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information with the University unless the victim requests the disclosure and signs a consent or waiver form.

Following is contact information for these off-campus resources:

**Victim Assistance Outreach Program**

The 5th Judicial District Prosecuting Attorney’s Office has a “Victim Assistance Outreach Program” which provides assistance with:

* + Orders of Protection
  + Contacting Law Enforcement Agencies
  + VINE (Victim Identification and Notification Everyday)
  + Arkansas Crime Victims Reparations Program (assists with financial compensation, counseling, lost wages, and funeral expenses).
  + Referrals to other community services such as the Ozark Rape Crisis Center, River Valley Shelter, and Crisis Intervention Center.
  + Information on the criminal court process.

The contact person for this program is Patricia Andrade. Her telephone number is (479) 705-0579.

**Ozark Rape Crisis Center**

Located in Clarksville, Arkansas, this entity provides 24 hour crisis intervention. The hotline telephone number is (800) 818-1189 and the website is: <http://www.ozarkrapecrisis.com/>

Arkansas Coalition Against Sexual Assault

The Arkansas Coalition Against Sexual Assault provides a 24 hours Sexual Assault Crisis Response Hotline. The hotline telephone number is (800) 977-5776. Additional services include: Free and confidential assistance for all victims of sexual violence. Compassionate accompaniment for victims needing medical help; Comfort and support for victims going through the criminal justice system; Crisis counseling and support groups for victims and families; Information and referrals to available community resources; Community public education on sexual violence issues; Training for volunteers and other professions serving victims.

**NOTE:** While these off-campus counselors and advocates may maintain a victim’s confidentiality vis-à-vis the University, they may have reporting or other obligations under state law in instances such as mandatory reporting to law enforcement in case of minors; imminent harm to self or others; requirement to testify if subpoenaed in a criminal case.

**Appendix D**

**Arkansas Tech University Complaint Form**

*By submitting this form, I acknowledge that I am filing a formal complaint and have read and understand the Arkansas Tech University Sexual Misconduct Policy. I also certify that the information given is true and complete to the best of my knowledge.*

Report submitted By:

Define Other:

Date:

Name:

Phone Number:

Email:

**Detailed Information:**

*(Completion of every field is not required, but please provide as much information as possible)*

Define Other:

|  |  |  |  |
| --- | --- | --- | --- |
| **Victim Information:** | Employee | Student | Other |
| Name: |  |  |  |
| Address: |  |  |  |
| City, State, Zip: |  |  |  |

Tech I.D. Number:

Email:

Phone:

**Respondent/Accused Information**: Employee Student Other Define Other:

Name:

*(If there is more than one respondent, please check other. In the Define Other box please put "multiple" and list all individuals in the box provided on the following page.)*

Tech I.D. Number:

Address:

Email:

City, State, Zip:

Phone:

**Witness Information:**

*(additional witness information may be provided at a later date)*

Employee Student Other

Employee Student Other

Define Other: Define Other:

Name: Phone: Email:

Name: Phone: Email:

Employee Student Other

Employee Student Other

Define Other: Define Other:

Name: Phone: Email:

Name: Phone: Email:

**Interim Requests:** *(During the investigation and prior to the determination of a policy violation, you may request a temporary remedy)*

No Contact Order Relocation *( work/residence hall )* Schedule Change *(class/work shift)* Other

Define Other:

On the following page please provide detailed information regarding the events that occurred. Remember to include important details, such as, **dates and times of all incidents, locations, witnesses present, etc.** Please attach additional pages if you would like to provide more information than the space will allow.

Desired Outcomes:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(if submitted by email, signature may be obtained at the first meeting)*

**Appendix E**

The following sanctions may be imposed singularly or in combination upon any student found to have violated the Student Code of Conduct:

1. **Warning**. A notice in writing to the student that the student has violated institutional regulations.
2. **Probation**. A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if the student is found to be violating any institutional regulation(s) during the probationary period.
3. **Loss of Privileges**. Suspension or denial of rights and privileges for a designated period of time, including participation in athletic or extracurricular activities.
4. **Monetary Fines**. A penalty imposed by the conduct body involving the collection of fees from the student.
5. **Restitution**. Compensation for loss, injury, damage to or misappropriation of University property. This may take the form of appropriate service and/or monetary or material replacement.
6. **Educational Sanctions**. The conduct body may also impose educational sanctions that promote learning and understanding. These sanctions may be developed as necessary by a conduct body, including but not limited to the following:
   1. Sponsorship of an education program;
   2. Attendance at educational programs;
   3. Requirement of members to complete TIPS University training program or other educational training programs;
   4. Attendance in conflict management training;
   5. Educational service hours;
   6. Attendance in ethics workshop/training;
   7. Reflective exercises.
7. **Discretionary Sanctions**. Work assignments, service to the University or other related sanctions. Students who violate the alcohol/drug policies may be subject to completion of alcohol and other drug education programs.
8. **Holds**. Withholding of grades, right to register for classes, official transcript and/or degree.
9. **Denial of degree**. University degree may be denied, revoked and/or a diploma may be withdrawn.
10. **Loss of Scholarship**. Scholarships awarded by the University or University-related programs may be partially or fully revoked.
11. **Housing Suspension**. Separation of the student from University housing for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.
12. **Housing Expulsion**. Permanent separation of the student from University housing.
13. **University Suspension**. Separation of the student from the University for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.
14. **University Expulsion**. Permanent separation of the student from the University.
15. **Revocation of Admission and/or Degree**. Admission to or a degree awarded from Tech may be revoked for fraud, misrepresentation or violations of the Student Code of Conduct committed by a student prior to graduation.

Arkansas Tech may withhold awarding a degree otherwise earned until the completion of the process set forth in this policy, including the completion of all sanctions imposed, if any.

A disciplinary sanction may become part of the student’s permanent academic record. A student’s permanent academic record includes any disciplinary sanction that comprises:

1. Expulsion
2. Any revocation of degree

**FACULTY PROMOTION**

Promotion in rank is recognition of past achievement of the individual being considered for promotion. In addition, the advancement in rank is recognition of future potential and a sign of confidence that the individual is capable of even greater accomplishments and of assuming greater responsibilities. The policy of the Arkansas Tech University-Ozark Campus is to make promotions strictly on consideration of merit tempered by college and fiscal considerations. The purpose of this policy is to help ensure that promotions are made objectively, equitably, impartially, and as recognition of merit consistent with the following policy guidelines.

**Scope**

This policy applies to all full-time faculty. It does not apply to faculty who are employed on limited appointments or adjunct faculty.

This policy shall not alter the rank of any faculty member held at the time of adoption of this policy.

**Minimum Criteria for Promotion**

The following information should be considered **MINIMAL.** The criteria deal with degree, length of time in rank, and a summative performance evaluation.

|  |  |
| --- | --- |
| ***Rank*** | ***Classification Criteria*** |
| Workforce Education Instructor | 1. All faculty will be hired as an instructor based on programmatic requirements such as Higher Learning Commission faculty credential requirements, program accreditation requirements, state licensing agency requirements, etc. 2. Sufficient experience in subject. Experience may include, but is not limited to, undergraduate/graduate degrees, technical certifications, licensure, and employment history. |
| Workforce Education Advanced Instructor | 1. At least five years of experience as an Instructor\*\*. 2. Annual faculty evaluation scores in the area of “Teaching” must have been evaluated with a score of at least 3.5 on the 5 point scale in four of the last five years. If being considered for early promotion, all scores must have been evaluated with a score of at least 3.5 on the 5 point scale. 3. Annual faculty evaluation scores in the area of “Scholarship or Industry-based activities and research” must have been evaluated with a score of at least 3.5 on 5 point scale in three of the last five years. If being considered for early promotion, all scores must have been evaluated with a score of at least 3.5 on the 5 point scale. 4. No formal disciplinary action. |
| Workforce Education Master Instructor | 1. At least 5 years of experience as an Advanced Instructor\*\*. 2. Annual faculty evaluation scores in the area of “Teaching” must have been evaluated with a score of at least 3.5 on the 5 point scale in four of the last five years. If being considered for early promotion, all scores must have been evaluated with a score of at least 3.5 on the 5 point scale. 3. Annual faculty evaluation scores in the area of “Scholarship or Industry-based activities and research” must have been evaluated with a score of at least 3.5 on 5 point scale in four of the last five years. If being considered for early promotion, all scores must have been evaluated with a score of at least 3.5 on the 5-point scale. 4. No formal disciplinary action. |

\*\* Advancement in degree attainment above program requirements may be substituted in lieu of years of experience as an instructor -- up to a maximum of three (3) years substituted during a single promotion cycle per the following guide:

1. One year of experience for initial Associate’s degree
2. One year of experience for initial Bachelor’s degree
3. Two years of experience for initial Master’s degree
4. Two years of experience for initial Doctoral degree

Years of experience in rank means experience at the institution unless, at the time of initial contract, credit is given for previous experience. Whether and to what extent prior experience will be included must be decided at the time of initial appointment in a mutually acceptable written agreement between the faculty member and Arkansas Tech University-Ozark Campus. The maximum time to be allowed for prior service is three (3) years at an accredited institution of higher learning.

Minimum criteria may be waived if approved by the Chancellor when a candidate offers extraordinary qualifications in lieu of the stated minimum rank criteria. Such approval must be supported by evidence of the extraordinary nature of the qualifications. For example, a candidate with recognized, national prominence and expertise might qualify for such a waiver.

**Procedures for Promotion**

The steps are as follows:

1. Individual promotion opportunities will be evaluated with eligible faculty during their annual evaluations. It is the responsibility of the individual faculty member to assemble all of the materials necessary for consideration listed under the Criteria for Promotion. This includes, but may not be limited to, the contents of individual Portfolios as described above, and copies of the annual Summative Evaluations performed by the Chief Academic Officer (CAO) and/or the assigned program chair.
2. If deemed to have met all Criteria for Promotion, the CAO will make a recommendation for promotion to the Chancellor.
3. If deemed to have met all Criteria for Promotion, the Chancellor will make a recommendation for promotion to the President to recommend for approval by the Board of Trustees.
4. Upon Board of Trustees approval, promotion will begin at the start of the next fiscal year.

**Appeals**

Appeals to review promotion criteria results may be made to the Chief Academic Officer (CAO). If the instructor is not satisfied with the CAO decision, the faculty member may submit the grievance in writing to the Chancellor. The Chancellor will establish an Ad Hoc Grievance Committee to review the appeal only under the following conditions and prior to recommendations being acted upon by the Chancellor:

1. The faculty member's appeal is a claim that a promotion policy process was not followed at a specified level of review.
2. The faculty member's appeal is a claim that evidence which had been presented in a timely manner was not considered at a specified level of review.

The Ad Hoc Grievance Committee will submit findings and recommendation to the Chancellor. All decisions by the Chancellor are final.

**EMPLOYMENT AND RETIREMENT POLICIES**

**Salaries**

The University does not have a fixed salary schedule; however, acting with­in the limitations of the budget and in response to definite needs and demands, it does undertake to maintain a well-defined pattern in establishing salaries. Faculty positions are established by the State of Arkansas Legislature with a minimum and maximum line item for salary. This salary pattern represents the considerations given to education, experi­ence, special needs, and the relative value of the individual to the University.

**Payroll Information**

Immediately upon arrival on the campus, new faculty members will need to schedule a formal orientation with the Human Resources Office. The orientation process will include completion of personnel data information, employee insurance and retirement election.

**Payroll Deductions**

Certain payroll deductions are made automatically by the University and others are made at the request of the employee.

Deductions are as follows:

1. Social Security (FICA) – All employees are subject to Social Security deductions not to exceed the annual maximum set by the Social Security Administration. These deductions are shown in two parts on the check stub: Social Security (FICA) and Medicare (MEDIC).

1. Income Tax – Both Federal and State taxes are automatically deducted from the paycheck according to information on a W-4 form and a state tax form furnished by the employee to the Human Resources Office.
2. Retirement – Employees who are members of TIAA-CREF may make contributions on a pre-tax basis. Deductions for members of Arkansas Teacher Retirement System (ATRS) may be optional and may be made on a pre-tax or after-tax basis based upon the date of original enrollment. The University contributes to the designated retirement plan for each eligible employee.
3. Group Health Insurance – The University pays the employee’s health and dental insurance premium, provided the employee is in a pay status. Payroll deductions are made for those employees who insure dependents, and these can either be made on a pre-tax or after-tax basis.
4. Life Insurance – The University pays for one-half of the employee’s premium for the Group Life Insurance. The employee is responsible for the remaining half. This benefit is optional.
5. Tax-sheltered annuities – Pre-tax deductions (within annual pre-tax limits) may be selected by employees for approved tax-sheltered annuity plans. Current vendors within the plans are TIAA-CREF, VALIC and American Fidelity.
6. Other deductions – Certain other deductions are made as authorized by A.C.A. §19-4-1602 or other applicable law.
7. Employees are encouraged to request assistance from the Human Resources Office before making changes in payroll deductions.

**Outside Employment**

The following policy concerning outside employment was approved by the Board of Trustees on February 21, 1980:

Certain outside employment situations may provide needed services to the community, as well as supplemental income to faculty members, without impeding the fulfillment of the faculty member's contractual agreement with the University. However, full-time faculty personnel are expected to discharge all professional responsibilities and time obligations related to their position at Arkansas Tech. Outside employment, whether self-employed, managerial, or employee status, should not interfere with the faculty position.

**Concurrent Employment**

The Human Resources Office coordinates all concurrent employment forms regarding classified and non-classified employees, and in conjunction with Academic Affairs regarding faculty requests.

**Professional Services Contract Employment**

Only within narrow guidelines and with express prior approval may current state employees also contract to provide services to their employer and/or any other state agency or institution. (For example, contracts awarded through the competitive sealed bid process may in general be awarded to state employees.) Before entering into any contract to provide services, employees should contact the University Legal Counsel or the Director of Human Resources for assistance and information.

Employees who knowingly violate state regulations regarding professional services contracts may be subject to fines and/or disciplinary actions.

**Nepotism**

Immediate relatives may not work in any capacity in situations where one relative might supervise another. Immediate relative is defined as husband, wife, mother, father, daughter, son, sister or brother. **Son or Daughter** means a biological, adopted, foster child, stepchild, legal ward or a child of a person standing in loco parentis

* 1. Under eighteen (18) years of age; or
  2. Eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.

**Resignations**

An instructor who does not wish to return for the ensuing school year should so inform the head of the department and should submit a formal letter of resignation to the Chief Academic Officer. After receiving a notice of appointment, an instructor who decides not to accept the appointment should return the unsigned employment notice on or before the date indicated. In this case, the above resignation procedures shall be followed. After employment has been accepted and the agreement signed, instructors are contractually obligated to fulfill the commitment.

**FACULTY BENEFITS AND PRIVILEGES**

**Retirement Policies**

Arkansas Tech University complies with the Federal Age Discrimination in Employment Amendments of 1986 which prohibit the mandatory retirement of any employee. All exemptions applying to higher education were repealed as of December 31, 1993, eliminating compulsory retirement for all faculty.

**Arkansas State Employees Association**

ASEA is an independent, non-profit organization which works to make conditions better for state employees. The association works with the legislature, agencies and institutions of state government, and employees of the state. Information is available in the Human Resources Office. Dues can be payroll deducted.

**Credit Union**

Employees may participate in the Priority Federal Credit Union through payroll deduction of at least five dollars per month. Additional information is available in the Human Resources Office. Employees may also participate in the Arkansas Federal Credit Union.

**Faculty Identification Card**

Each faculty member may obtain without charge from the Student Accounts Office a photo-identification card. Library materials may also be checked out upon presentation of the employee I.D. Card.

**Parking on Campus**

Each Faculty member who wishes to park on campus must purchase a parking hang tag for the current school year. Hang tags are available for purchase in the Student Accounts Office.

**ATU Tuition Benefit Policy**

I. Eligibility

All full-time, active ATU employees, their spouses, and their dependents (as defined by the Internal Revenue Service Qualifying Child Test: https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit/qualifying-child-rules) are eligible. Employees on workers’ compensation, military or family medical leave are eligible. Employees on leave without pay are not eligible.

Tuition Waiver requests must be submitted by the first day of class (fall, spring, summer, condensed classes) in order for the waiver to be considered.

For the employee’s waiver and/or the dependent’s waiver to be valid the employee must be an active employee on the first day of class (fall, spring, summer, condensed classes).

II. Extent of Benefit

a. Employee 2

i. For employees hired after July 1, 2018 and for current employees on June 30,2018 who earn hours after July 1, 2018, employees may take up to a lifetime total of 144 undergraduate and/or 40 graduate master’s level, semester credit hours at ATU with a 100% tuition and fee waiver benefit (excluding course specific fees). For purposes of clarity, hours already earned by existing employees on June 30, 2018 will not count against the lifetime total caps that begin on July 1, 2018.

ii. Employees must have the permission of their immediate supervisor and

appropriate dean or vice president to take courses. Employees may not take classes during regular duty hours without permission from their supervisor. The sole exception to this is that with their supervisor’s permission, an employee may take a course in lieu of their lunch hour.

iii. Employees’ semester credit hours may not exceed 18 hours total in any fiscal year (July 1 through June 30) unless approved by the Vice President for the employee’s specific unit.

iv. Tuition and fee waiver will cover audited courses provided the employee initially registers to audit the course.

b. Dependents

i. Employee’s spouses and dependents may take up to a lifetime total of 144 undergraduate1 and/or 40 graduate master’s level, semester credit hours at ATU with a 50% tuition only waiver benefit. Dependents may receive a full discount of tuition for three semester credit hours or 50% of total tuition for the semester, whichever is greater. Reduced tuition for dependents applies only to tuition not otherwise covered by scholarships and the total should not exceed the total tuition charged for the semester. The maximum graduate course discount is equivalent to three semester credit hours per term.

ii. Tuition waiver benefit does not cover audited courses for dependents.

III. Failure and Withdrawal guidelines

a. Failure

i. Employees who receive failing grades, F in undergraduate level courses and D or F in graduate level courses, must repay 100% of the total tuition and fee benefit for each course in which they receive a failing grade.

b. Withdrawal

i. Employees and dependents who withdraw or change the status of their course(s) to audit after the last day to withdraw with a full reduction of tuition and fees and before the last day to withdraw with an 80% reduction of tuition only (as indicated by the Academic Calendar) will be required to repay the University benefit by 20% of tuition and all fees.

ii. Employees and dependents who withdraw or change the status of their course(s) to audit after the final day for an 80% reduction in tuition (as indicated by the Academic Calendar) will be required to repay the University 100% of the total waiver benefit.

IV. Financial Obligation

a. Failure to Pay

i. Employees and/or dependents who do not complete their financial obligation to the University due to III, a., i. or III b., i, ii; will be billed for the amount owed. If not paid, the University has the right to forward the account outstanding to a collections processor or the use the State’s Set-Off Fund.

**Bookstore Discounts**

Full-time faculty members making purchases at the Bookstore are entitled to discounts on purchases of $2.00 or more (excluding regalia and convenience items such as snacks, drinks, medicines, etc.). The discount allowed on new and used textbooks is ten percent.

**Faculty/Staff Tickets for Athletic Events**

Faculty/staff members, their immediate family, and one guest will be admitted to most athletic events on the presentation of the identification (ID) card.

**Group Insurance**

Group insurance is available for all full-time employees. The plan includes hospitalization, accidental injury, and major medical insurance. Life insurance with accidental death provisions and long-term disability insurance is available on an elective basis. The University participates in the cost of hospitalization, accidental injury, major medical, and life insurance. Contribution to the long-term disability insurance program is related to sick leave as outlined in this section.

\*An employee may elect to “opt out”.

\*Dependent children can be covered under insurance if unmarried – full-time student – attending accredited school and through age 23 – for State Insurance and through age 25 – for BCBS Insurance.

**Retirement Benefits**

State law requires that all full-time faculty participate in an approved retirement system. The two systems available are the Arkansas Teacher Retire­ment System and the Teachers' Insurance and Annuity Association. A choice may be made on initial employment. Basic information on these plans will be furnished in faculty orientation sessions.

Benefits specific to retirees include the following:

1. Retirees are issued an Arkansas Tech University identification card free of charge.

2. Retirees are admitted free to most conference athletic events by showing the Tech identification card.

3. Discounts at the Tech Bookstore are given to retirees.

4. Retirees are allowed to use the swimming pool located in the Hull Building when it is open for faculty/staff use.

5. The Tech identification card allows retirees the use of the Library when it is open.

6. Retirees may use Tucker Coliseum and the track at Buerkle Field for exercising.

7. Retirees are invited to special social events on the campus which are for the purpose of entertaining faculty and staff.

8. Retirees with official campus business may request one complimentary automobile decal with additional decals issued at the regular price.

**Retirement Policy**

Employees who are age 60 or above and have completed ten (10) years of service at Arkansas Tech University may retire and be eligible to receive the same health insurance benefit options as current employees until the retiree reaches Medicare eligibility age. All employer contributions will then cease. Also, a partial premium is paid for life insurance. All other family insurance coverage is the responsibility of the retiree.

As is the case with all other benefits, this is subject to continuing approval by the Board of Trustees. Arkansas Tech University specifically reserves the right to amend, revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion.

**Savings Bonds**

Savings Bonds are available to employees and are payroll deductible. Information is available in the Human Resources Office.

**Sick Leave**

The following policies concerning sick leave were approved by the Board of Trustees on February 21, 1980:

Academic personnel, including faculty, deans, directors, and librarians, are provided sick leave protection up to ninety calendar days per academic year for illness or disability. The University is able to provide this liberal sick-leave policy through the cooperation of fellow faculty members who, to the extent possible, assume the instructional responsibilities of those on sick leave. For those who have long-term disability insurance, the ninety-day provision enables continuous compensation until the insurance becomes effective.

**Maternity Leave Policy**

Maternity leave is to be treated as any other leave for sickness or disability. However, the employee may elect to take leave of absence without pay without exhausting accumulated annual sick leave.

**FAMILY AND MEDICAL LEAVE ACT**

**Entitlements Under The Family and Medical Leave Act**

The Family and Medical Leave of 1993 (FMLA), codified at 29CFR 825 entitles “eligible” employees to a total of twelve (12) workweeks of leave during any 12-month period for one of the following reasons:

1. The birth of a son or daughter, and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. The care of the employee’s spouse, son, daughter or parent with a serious health condition; and,
4. A serious health condition that make the employee unable to perform the functions of the employee’s job.

The 12-month period used by the state for determining eligibility is the calendar year. In the case of birth or adoption eligibility for FMLA leave shall expire at the end of the 12- month period beginning on the date of a child’s birth or placement. However, leave used for this purpose shall also be calculated on a calendar year basis.

**Military Family Leave**

On January 28, 2008, the National Defense Authorization Act was signed into law

(NDAA), Public Law 110-181. Section 585(a) of the NDAA amended the FMLA to provide eligible employees working for covered employers two important new

leave rights related to military service:

1. New Qualifying Reason for Leave. Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.
2. New Leave Entitlement. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. Additional information on the amendments and a version of Title I of the FMLA with the new statutory language incorporated are available on the FMLA amendments Web site at ttp://www.dol.gov/esa/whd/fmla/NDAA\_fmla.htm.

*U.S. Department of Labor Employment Standards Administration Wage and Hour Division*

**Designation of Family and Medical Leave**

1. FMLA leave is without pay, However if an eligible employee has accumulated, unused sick or annual leave, the employee is required to substitute such paid leave, including any paid catastrophic leave benefits, for any FMLA leave taken during the 12-week period, with the exception that an employee taking maternity leave may elect to not substitute accrued, unused sick and annual leave while on FMLA leave, Paid leave to handle personal and family medical needs is currently available under existing sick, annual and catastrophic leave policies.

If the Arkansas Tech University has knowledge that an employee’s requested leave period is covered by FMLA, it is the responsibility of the agency to notify the employee that they have been placed on FMLA leave.

Arkansas Tech University must determine whether leave will be counted within two business days of the time the employee gives notice of the need for leave, or if the employer does not initially have sufficient information to make determination, at the point this information becomes available. IF the employer learns that the leave is for an FMLA purpose after leave has begun or within two days for the employee’s return to work, the entire or some portion of the leave period may be reactively accounted as FMLA. An employee desiring to have a leave period designated as FMLA and obtain FMLA protections for the absence must so notify the employer within two business days of returning to work.

Compensatory time off may not be counted as part of the 12-week FMLA entitlement. However, an employee may request to use his/her compensatory time for an FMLA reason.

1. FMLA may be taken “intermittently or on a reduced leave schedule” under certain circumstances.
2. Leave may be taken on an intermittent or a reduced leave (part-time) schedule so long as this does not result in a reduction in the total amount of leave to which the employee is entitled. Only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee who normally works five days a week takes off one day, the employee would use 1/5 of a week of FMLA Leave.
3. Leave may be taken intermittently when medically necessary. If an employee requests intermittent leave that is foreseeable based on planned medical treatment, the employer may require such employee to transfer temporarily to an available alternative position with equivalent pay and benefits but which better accommodates recurring periods of leave.
4. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. Such a schedule reduction might occur where an employee, with the employer’s agreement, works part-time after the birth of a child, or takes leave in several segments. Arkansas Tech University’s agreement is not required for leave during which the mother has serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.
5. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work.
6. An employee may request leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption of foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with his or her attorney or doctor(s) representing the birth parent, or submit to a physical examination.
7. An employee may request intermittent or reduced leave schedule to care for a family member in situations where the family member’s condition itself is intermittent or where the employee may be needed to share care responsibilities with another party or to make arrangements for changes in care, such as transfer to a nursing home.
8. Intermittent leave may be taken for a serious health condition which requires treatment by a health care provider periodically, rather than for one continuous period of time.
9. Intermittent or reduced schedule leave may be taken for absences where the employee of family member is incapacitated or unable to perform the essential function of the position because of a chronic serious health condition even if he/she does not receive treatment by a health care provider.

**Eligibility**

1. To be eligible for leave under this policy an employee must have been employed by the state for at least (12) months and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.
2. Spouses who are both employed by the state are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent. However, each spouse would be entitled twelve (12) weeks for their own serious health condition or the care of a child or spouse.

Each employee is entitled to FMLA for the care of his/her own parent only. Nevertheless, the husband and wife are limited to a combined total of 12 weeks for this purpose regardless of which parent or the number of parents involved.

1. Certification: A request for leave for an employee’s own serious health condition or to care for a seriously ill child, spouse, or parent must be supported by a certificate issued by a health care provider. The certificate must contain the following information:
   1. The date on which the serious health condition commenced
   2. The probable duration of the condition
   3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
   4. If the leave is to care for a family member, the certificate must contain a statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time required.
   5. If the leave is due to the employee’s illness, a statement that the employee is unable to perform the functions of the position must be included.

If an employee submits a complete certification signed by a health care provider, the agency/institution may not request additional information from the employee’s health care provider. However, a health care provider representing the employer may contact the employee’s health care provider, with the employee’s permission, for purposes of clarification and authenticity of the medical certification.

If there is reason to doubt the validity of a medical certification, Arkansas Tech University may require a second opinion from a health care provider designated or approved by Arkansas Tech University so long as that provider is not employed by the state on a regular basis. If that opinion differs, the opinion of a third health care provider jointly approved by the Arkansas Tech University and employee may be solicited. Those opinions of both the second and third health care providers shall be obtained at Arkansas Tech University’s expense.

The employer and the employee must each act in good faith to attempt to reach agreement on whom to select for the third health care provider. If the employer does not attempt in “good faith” to reach agreement, the employer will be bound by the first certification. If the employee does not attempt in “good faith” to reach agreement, the employee will be bound by the second certification.

1. The employee shall provide Arkansas Tech University with a completed Certification of Physician or Practitioner from thirty (30) days prior to the date leave begins and make efforts to schedule leave so as not to disrupt Arkansas Tech University operations when the necessity for leave is foreseeable such as for the birth or adoption of a child, or planned medical treatment. If circumstances require that leave begin in less than 30 days, the employee shall provide such notice as is practical. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.
2. The Chancellor may require that the employee obtain subsequent re-certification on a reasonable basis, but not more often that every thirty (30) days.
3. Medical information gathered as a result of the serious health condition is considered confidential.

**Employment and Benefits Protection**

1. Upon return from Family and Medical Leave an employee shall be entitled to be restored to (a) the position formerly occupied or (b) an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
2. Apart from the paid leave actually used during the Family or Medical Leave period, the taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, no seniority or employment benefits shall be accrued during the period of leave, the employee is not entitled to any right, benefit, or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken leave.
3. Arkansas Tech University shall maintain benefits coverage for the employee under its group health plan at the same level and under the conditions coverage would have been provided if the employee had continued in employment. Arkansas Tech University shall continue to pay the “employer matching” portion of the health insurance premium and the employee will pay the employee’s portion if such was the arrangement prior to leave. If Arkansas Tech University paid the full premium it must continue to do so.

An employee may choose not to retain health coverage during leave. However, when the employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of preexisting conditions, etc.

Arkansas Tech University’s obligation to maintain health insurance coverage ceases under FMLA if an employee’s premium payment is more than 30 days late. Written notice to the employee that the payment has not been received must be mailed at least 15 days before coverage is to cease.

Arkansas Tech University may recover any payments made by Arkansas Tech University to cover the employee’s share of the premium once the employee returns to work. An employer may recover its share of health plan premium paid during unpaid FMLA if the employee fails to return to work unless the failure to return to work is due to a serious health condition or other circumstances beyond an employee’s control. If an employee upon return from FMLA leave, the employer is entitled to recover the costs incurred for paying the premium whether or not the employee returns to work.

**Definitions**

* 1. **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves:
  2. Inpatient care: Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice or residential medical care family;
  3. Continuing treatment by a health care provider: Any period of incapacity of more than three consecutive calendar days, that also involves continuing treatment as follows:
  + Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
  + Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under supervision of a health care provider. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. It does not include the taking of over-the-counter medications or other similar activities that can be initiated without a visit to a health care provider.
  1. Any period of incapacity due to pregnancy
  2. Treatment for a chronic health condition that 1) requires periodic visits for treatment by a health care provider, or by a nurse of physician’s assistant under direct supervision of a health care provider, 2) continues over an extended period of time (including recurring episodes of a single underlying condition), and 3) may cause episodic rather than a continuing period of incapacity (asthma, diabetes, epilepsy, etc.);
  3. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective: The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include: Alzheimer’s, severe stroke or the terminal stages of a disease.
  4. Multiple treatments for non-chronic conditions:

Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by , a health care provider, either for restorative surgery after an accident or other injury, or for a condition such as cancer, severe arthritis, or kidney disease that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

* 1. Continuing supervision of, but not necessarily active treatment by, a health care provider due to a serious long-term or chronic condition or disability which cannot be cured.

**NOTE**: The FMLA only allows leave for substance abuse in order to undergo treatment by a health care provider and specifically excludes employee absence because of the use of the substance. Stress qualifies as a serious health condition only if it rises to the level of a mental illness or results in a physical illness.

* 1. **Period of Incapacity** means a period of time when an employee or family member is unable to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefore.
  2. **Treatment** for purposes of FMLA, includes examinations to determine if a serious health condition exists and evaluations of the condition, but does not include routine physical examinations, eye examinations, or dental examinations.
  3. **Health Care Provider** is defined as a doctor of medicine osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person determined by the United States Department of Labor to be capable of providing health care services, Included in the second part of that definition are podiatrists, dentists, clinical psychologists, clinical social workers, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated to exist by x-ray), nurse practitioners and nurse-midwives and Christian Science Practitioners.
  4. **Spouse** is defined in accordance with applicable State Law. It is clear from the legislative history that unmarried domestic partners do not qualify for family/medical leave to care for their partner.
  5. **Parent** means the biological parent of an employee, or an individual who stands or who stood in loco parentis to an employee, when the employee was a son or daughter. It does not include parent-in-law.
  6. **Son or Daughter** means a biological, adopted, foster child, stepchild, legal ward or a child of a person standing in loco parentis
  + Under eighteen (18) years of age; or
  + Eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.
  1. **Group Health Plan** for purposes of FMLA, this term shall not include an insurance program providing health coverage under which employees purchase individual policies from insurers provided that:
     1. No contributions are made by the employer
     2. Participation in the program is completely voluntary for employees.
     3. The sole functions of the employer with respect to the program are, without endorsing the program, to per mite the insurer to publicize the program to employees, to collect premiums through payroll deductions and to remit them to the insurer.
     4. The employer receives no consideration in the form of cash or otherwise in connection with the program, other than reasonable compensation, excluding any profit, for administrative services actually rendered in connection with payroll deduction.
     5. The premium charged with respect to such coverage does not increase in the event the employment relationship terminates.

The same group health plan benefits provided to the employee prior to taking FMLA leave must be maintained during the FMLA leave. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc. must be maintained during leave provided in an employer’s group health plan, including a supplement to a group health plan whether or not provided through a flexible spending account or other component of a cafeteria plan.

**Family and Medical Leave Act Record Keeping Requirements**

Arkansas Tech University must keep the following records for no less than three years and make them available for inspection, copying and transcription by Department of Labor representatives upon request (29 CFR 825.500 ( c )):

* + 1. Basic payroll and identifying employee data, including name, address and occupation; rate or basis of pay in terms of compensation; daily and weekly hours worked per pay period (unless FLSA exempt); additions to or deductions from wages; and total compensation paid;
    2. Dates FMLA leave is taken.
    3. If FMLA leave is taken in increments of less than one full day, the hours of the leave.
    4. Copies of employee notices of leave furnished to the agency/institution, if in writing and copies of all general and specific notices given to employees as required under the FMLA and its regulations.
    5. Any documents describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leave.
    6. Premium payments of employee benefits.
    7. Records of any dispute between the employer and the employee regarding designation of leave as FMLA leave including employer requests for second or third medial opinions.
    8. Employer/employee agreement on work schedules during intermittent or reduced schedule leave.

Records and documents relating to medical certifications, re-certifications or medical histories of employees or employees’ family members, must be maintained in separate files and be treated as confidential medical records, The only person who can obtain access to these confidential records are: (a) supervisors and managers who need to be informed of restrictions on the work of duties of an employee and necessary accommodations; (b) first aid and safety personnel if an employee’s physical or medical condition might require emergency treatment; and (c) government officials investigating compliance with the FMLA (29 CFR 825.500 (a)).

The general rule established by the statute is that the Department of Labor may only require an employer to submit its books or records for review once during any 12-month period. However, if the Department of Labor has reasonable cause to believe an employer has violated the FMLA of its regulations, or if the DOL is investigating an employee complaint, it may request or subpoena an employer’s books or records at any time.

**The Effect of Other Laws and Employer Practices on FMLA Employee Rights**

1. **State Law**

Nothing in FMLA supersedes any provision of state law that provides greater family or medical leave rights than those provided by FMLA. For example, State of Arkansas employees who take maternity leave have the option to reserve annual and sick leave balances when on FMLA leave. Even though the agency would normally require employees to use their leave balances during FMLA leave, state law, with regard to maternity leave, extends certain exceptions.

1. **Americans With Disabilities Act (ADA)**

ADA’s “disability” and FMLA “serious health condition” are different concepts and must be analyzed separately. FMLA entitles eligible employees to 12 weeks of leave in any 12 month period, whereas the ADA allows an indeterminate amount of leave, barring undue hardship, as a reasonable accommodation. FMLA requires employers to maintain employees’ group health plan coverage during FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period, whereas ADA does not require maintenance of health insurance unless other employees receive health insurance during leave under the same circumstances.

In cases where the two laws interact, i.e. the employee is eligible under both, the University will provide the greater right to the employee. A disabled employee may be entitled to continuous, reduced schedule, or intermittent leave as “reasonable accommodation”, and that leave may also be counted as FMLA leave. Since FMLA requires insurance coverage, the disabled employee would receive health insurance during the 12 week FMLA eligibility period even though that is not an ADA requirement.

FMLA requires reinstatement to the same or equivalent position. If the employee were unable to perform the essential functions of that equivalent position even with reasonable accommodation, because of a disability, the ADA may require the employer to make a reasonable accommodation of that time by allowing the employee to work part-time or by reassigning the employee to a vacant position, barring undue hardship.

1. **Workers’ Compensation**

Worker’s compensation absence and FMLA leave may run concurrently (subject to proper notice and designation by the employer). Under Workers’ Compensation, the University may offer a medically certified employee a “light duty” position. Under FMLA the employee is permitted, but not required, to accept the position. Thus it is possible that the worker will no longer qualify for Workers’ Compensation, but is still entitled to FMLA.

1. **Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)**

An employer’s obligation under FMLA ceases and a COBRA qualifying event may occur when and if 1) the employment relationship would have terminated if the employee had not taken FMLA (i.e. his/her position eliminated due to Reduction in Force and no transfer is available), 2) an employee informs the employer of his or her intent not to return from leave (which may be before the leave starts), or the employee fails to return from leave after exhausting his or her FMLA entitlement.

1. **Employee Retirement Security Act (ERISA)**

There is no requirement that unpaid FMLA leave be counted as additional service for eligibility, vesting, or benefit accrual purposes. However, the final regulation clarify that if a plan requires an employee to be employed on a specific date in order to be credited with a year of service for participation, vesting, or contribution purposes, an employee on FMLA leave is deemed to have been employed on that date. Previously, employees were required to work in order to receive the year of service.

**Family and Medical Leave Act Posting Requirements**

Arkansas Tech University is required to post and keep posted on its premises, in conspicuous places where employees are employed, a notice explaining the Act’s provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division of the Department of Labor. The notice must be posted prominently where it can be readily seen by employees and applicants for employment. Agencies/institutions may duplicate the text of the notice contained in OPM FORM 006 “YOUR RIGHTS FORM”, or copies of the required notice may be obtained from local offices of Wage and Hour Division (Telephone: 501-324-5292).

**Organ Donor and Bone Marrow Donor Leave**

All state employees are entitled to leave with pay for up to thirty (30 days per calendar year in order to serve as a human organ donor. In addition, all state employees are entitled to leave with pay for up to seven (7) days per calendar year to serve as a bone marrow donor.

In order to qualify for organ donor or bone marrow donor leave, employees must provide a written request from both the employee and the medical physician that will perform the transplantation. Following the transplantation, written verification of the fact must be provided by the same physician.

**Court and Jury Leave**

An employee who serves as a juror or is subpoenaed as a witness to give a deposition in a court or hearing, not involving personal litigation or service as a paid witness outside the scope of state employment is entitled to receive normal and full compensation in addition to any fees paid for such services. If the employee provides reasonable notice to Arkansas Tech University of the required proceedings, the employee shall not be subject to discharge from employment, loss of annual or sick leave days or accrual rates, or any other form of penalty.

Court and jury leave will not be considered annual leave.

**“Whistle-Blower” Act Protection**

As used in this section, unless the context otherwise requires:

**A.** “Adverse action” means to discharge, threaten, or otherwise discriminate or retaliate against a state employee in any manner that affects the employee’s employment, including compensation, job location, rights, immunities, promotions or privileges.

**B.** “Appropriate authority” means a state agency or organization having jurisdiction over criminal law enforcement, regulatory violations, professional conduct or ethics, or waste; or a member, officer, agent, investigator, auditor, representative or supervisory employee of the body, agency or organization. The terms includes, but is not limited to, the office of the Attorney General, the office of the Auditor of State, the Arkansas Ethics Commission, the Legislative Joint Audit Committee and the Division of Legislative Audit, and the offices of the various prosecuting attorneys having the power and duty to investigate criminal law enforcement, regulatory violations, professional conduct or ethics, or waste.

**C.** “Communicate” means a verbal or written report to an appropriate authority.

**D.** “State employee” means a person who performs a full or part-time service for wages, salary, or other remuneration for a state agency or institution of higher education.

**E.** “State employer” means any of the following:

* 1. An agency, department, board, commission, division, office, bureau, council, authority or other instrumentality of the State of Arkansas, including the offices of the various Arkansas elected constitutional officers and the Arkansas General Assembly and its agencies, bureaus, and divisions;
  2. A state-supported college, university, technical college, community college or other institution of higher education, or department, division, or agency of a state institution of higher education;
  3. The Arkansas Supreme Court, Court of Appeals, The Administrative Office of the Courts, the circuit and chancery courts, and prosecuting attorney’s offices;

**F.** “Violation” means an infraction or a breach, which is not of a merely technical or minimal nature, of a state statute or regulation, of a political subdivision ordinance or regulation or of a code of conduct or code of ethics designed to protect the interest of the public or a public employer.

**G.** “Waste” means a state agency’s or institution of higher education’s conduct or omissions which result in substantial abuse, misuse, destruction or loss of public funds, property, or manpower belonging to or derived from state or local political subdivision’s resources.

**H.** “Whistle-blower” means a person who witnesses or has evidence of a waste or violation while employed with a state agency or institution of higher education and who communicates, in good faith, or testifies to, the waste or violation, verbally or in writing, to one of the employee’s superiors, to an agent of the public employer or to an appropriate authority, provided that the communication is made prior to any adverse action by the employer.

The institution of higher education shall not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith the existence of waste of public funds, property, or manpower, including federal funds, property, or manpower, administered or controlled by the University, or a violation or suspected violation of law, rule or regulation adopted under the law of this State or a political subdivision of the state to an appropriate authority. The communication shall be made at a time and in a manner which gives the public employer reasonable notice of the need to correct the waste or violation.

A state employee communicates in good faith if there is a reasonable basis in fact for the communication of the existence of waste or of a violation. Good faith is lacking when the state employee does not have personal knowledge of a factual basis for the communication or where the state employee knew or reasonably should have known that the communication of the waste or of the violation is malicious, false or frivolous.

An institution of higher education shall not take an adverse action against a state employee because the employee participates or give information in an investigation, hearing, court proceeding, legislative or other inquiry, or in any form of administrative review.

A state or institution of higher education shall not take an adverse action against a state employee because an employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law or a rule or regulation adopted under the authority of laws of the state.

A state employee who alleges a violation of “Whistle-Blower” protections may bring a civil action for appropriate injunctive relief or actual damages, or both, within one hundred eighty (180) calendar days after the occurrence of the alleged violation.

To prevail in an action brought under this law, the state employee shall establish, by preponderance of the evidence, that the employee has suffered an adverse action because the employee, or a person acting on his behalf, engaged or intended to engage in a protected activity.

As used in this section, “damages” means damages for a job-related injury or loss cause by each violation of the “Whistle-Blower” act, including but not limited to, fringe benefits, retirement service credit, compensation for lost wages, benefits, and any other remuneration, and reasonable court costs and attorneys’ fees.

A state institution of higher education shall have an affirmative defense to a civil action brought by a state employee if the adverse action taken against the state employee was due to employee misconduct, poor job performance or a reduction in workforce unrelated to a communication made pursuant to the “Whistle-Blower” protections. The state agency or institution of higher education must prove the existence of the state employee’s misconduct, poor job performance or a reduction in workforce is unrelated to the communication by a preponderance of the evidence.

A court in rendering judgment under this act may order any or all of the following remedies:

1. An injunction to restrain continued violation of the provisions of the “Whistle-Blower” act;
2. The reinstatement of the public employee to the same position held before the adverse action or to an equivalent position;
3. The reinstatement of full fringe benefits and retirement service credit;
4. The compensation for lost wages, benefits, and any other remuneration;
5. The payment by the state employer of reasonable court costs and attorney’s fees.

A court may also order that reasonable attorney’s fees and court costs be awarded to the employer if the court determine that an action brought by a state employee under this act is without basis in law or fact. Provided, a state employ shall not be assessed attorney’s fees under this section if, after exercising reasonable and diligent efforts after filing the suit, the state employee files a voluntary nonsuit concerning the employer within sixty (60) calendar days after determining the employer would not be liable for damages.

The “Whistler-Blower” Act shall not be construed to permit a disclosure which would diminish or impair the rights of any person or any public official to the continued protection of confidentiality of records or working papers where a statute or the common law provides for protection.

State agencies and institutions of higher education shall use appropriate means to notify their employees of their protection and obligations under the act.

**Drug Free Workplace Policy**

State agencies, boards, commissions and institutions are required to certify that they are in compliance with the Drug Free Workplace Act of 1988. It is the policy of the State of Arkansas that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in a state agency’s or institution’s workplace is prohibited. Violation of this policy can subject employees to discipline up to and including termination.

**Social Security**

The University pays the maximum as specified by law.

**Travel Card**

To request a State Travel Card, an individual must be a current full time employee of Arkansas Tech University subject to having reimbursable travel expenses as a normal part of performing his/her official University duties and must meet the following criteria:

1. Spends more than $250 per year on travel, or
2. Travels within the State twice per year, or
3. Travels out of State once per year.

The Individual Account application forms must be completed to request a travel card. They can be found on the ATU web page under on-line forms under Travel Forms (go to [www.atu.edu](http://www.atu.edu); click on “Faculty and Staff”; and then click on “Online Forms” or go to <http://budget.atu.edu> and click on “Forms”). The completed forms must be submitted to the Budget Office, Bryan Hall, Room 208 for processing.

**Unemployment Insurance**

All regular employees of the University are covered under the Arkansas Employment Security Law.

**Worker's Compensation Insurance**

All employees are insured under the Worker's Compensation Insurance program without cost to the individual. This program provides benefits in connection with injuries received on the job. Injuries should be reported to the Human Resources Office within twenty-four hours.

**PROFESSIONAL GROWTH AND DEVELOPMENT**

At Arkansas Tech University professional growth and development are critical individual and instructional concerns. A major component of the University's efforts is to maintain and improve the quality and scope of the instructional program.

The following programs have been established at Arkansas Tech University to enhance individual and departmental efforts for professional growth and development. Additional information on these programs is available at <http://research.atu.edu>.

**On-Campus Study**

Faculty members may enroll for credit or for audit, at no cost, in under­graduate and graduate courses. Procedures for utilizing this aid for on-campus study are listed in the "Faculty Benefits and Privileges" section of this hand­book. A faculty member may participate in the learning activities of classes offered through class visitation, upon approval of the class instructor.

**Other Opportunities for Professional Growth and Development**

Arkansas Tech University – Ozark Campus institutes professional development activities through the Chief Academic Officer’s office in consultation with the Professional Development Committee. The Adhoc Professional Development Committee shall be made up of faculty members representing Allied Health, Adult & Continuing Education, Business Technology, General Technology and Industry/Technology areas. The task of the Professional Development Committee is to establish campus wide initiatives or needs with regards to faculty and professional development offerings which effect student learning campus wide. In addition to campus initiatives, professional development activities specific to each program will be developed by the individual Program Chairs in consultation with the Chief Academic Officer. Program Chairs are responsible to outline specific professional development activities which enhance student learning and individual program development. As a guide to determine program professional development needs, Program Chairs will organize development activities using but not limited to: assessment data, advisory board data, accreditation requirements or emerging technologies as sources of reference in outlining professional development activities for their program. Full time faculty members will keep in their portfolio professional development activities for each year July 1 – June 30.

Requests of funding for developmental activities not listed in this section and for activities requiring support in excess of that available through depart­mental budgets should be made in consultation with the Program Chair to determine the appropriate method of application.

**PRIVATE GIFTS TO ARKANSAS TECH UNIVERSITY**

Securing private gifts for Arkansas Tech University is a team effort. Faculty, staff, and administrative personnel are considered impactful members of the fundraising efforts at Arkansas Tech University. The contacts and communication each employee at Tech has with the students throughout their college careers, and afterwards, is an important first step in developing alumni who care enough about their alma mater to contribute to its support. The Arkansas Tech University Foundation serves as a channel for all private gifts which benefit Arkansas Tech University. All Arkansas Tech University fundraising activities must be approved in advance of the activity through the Advancement Office, Administration Building, Room 209.

**Purpose**

The Foundation partners with Arkansas Tech to strengthen and further the University’s mission. The Arkansas Tech University Foundation is recognized by Arkansas Tech’s Board of Trustees as a private partner, tax exempt, and an independent organization to receive and manage private gifts. The Arkansas Tech University Foundation maintains accounts for many of the academic departments and collegiate programs, as well as scholarship accounts. These accounts receive contributions from donors who direct that their gifts be used by a particular department, or to support the Alumni Association, the Green and Gold Booster Club, or any of the other student programs on campus. The appropriate Chief Officer, Program Chair, or other program advisor may request expenditures from these funds, to support travel, professional meetings, luncheons, general supplies, or other discretionary spending needs.

**Management**

The Foundation is governed by the ATU Foundation Board of Directors. Designation of membership is done through a selection process. The volunteer members of the Foundation Board provide prudent and sound investment management. They also work closely with the Advancement Division to raise funds from corporations, foundations, and individuals.

**Faculty and Staff Payroll Deductions**

Through a program of payroll deductions, faculty and staff members may authorize a contribution withheld from their monthly paycheck, to be used specifically by the academic department or program of their choice. Because the Foundation is a separate, non-profit organization, all contributions received are qualified tax-deductible charitable contributions. Necessary forms can be obtained from the Advancement Division in Administration 209, by phone at 968-0400, or by E-mail to [givetotech@atu.edu](mailto:givetotech@atu.edu).

**A Strong Partnership for Leadership**

The strong partnership between Arkansas Tech University and the Arkansas Tech University Foundation has enhanced private giving through the years. This partnership will also serve as the catalyst that will allow Arkansas Tech to strengthen its educational leadership and academic excellence into the future.

**DISABILITY SERVICES FOR STUDENTS**

Arkansas Tech is subject to and endorses both the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. The Disabilities Coordinator serves as the coordinator for these federal programs. \*The Disabilities Coordinator is located in the Administration Building, and may be contacted by calling (479) 667-2117, or (479) 667-1422 (FAX).

**STUDENT SCHEDULING**

**Registration**

Arkansas Tech utilizes an on-line student registration system. Regis­tration in classes during August and January as well as for summer sessions is conducted on a rotating alphabetical schedule. Pre-registration for fall and spring semesters is conducted by hours earned with upperclassman first. Generally, students must be approved through the offices of Admissions, the Registrar, Student Services, and Student Accounts prior to official enrollment in classes.

Official class rosters reflecting enrollments as of the first day of class, the last day to enroll, and the eleventh day of classes are available on Banner and OneTech. In accordance with Federal financial aid regulations, class attendance must be accounted and reported, using the announced procedure. The eleventh-day-of-class roster is the official class roll. Faculty should check this roster and report immediately to the Office of Student Services any discrepancies between it and the students actually attending class. The official roster is kept current by distributions from the Office of Student Services.

**Procedure for Changing Class Schedule**

Students may drop, add, or change sections of courses only by following the official procedure, which involves these steps: (1) obtaining from the Office of Student Services the offi­cial course change form on which the student lists the reason for the change and itemizes all changes in classes or sections; (2) obtaining the advisor's approval for the change; and (3) returning the required form to the Office of Student Services. Students who withdraw from a class prior to the eleventh-day will not be listed on the class roster. Thereafter, changes will be reflected by accessing the electronic roster.

The deadline for adding or changing sections of courses is approximately one week after registration. Thereafter, students may drop courses according to the procedure outlined in the "Regulations and Procedures" section of the University catalogs.

**ASSEMBLY PROGRAMS/SPECIAL DAYS**

**Assembly Programs**

Each semester a few day-time assembly programs are held. Except for programs of unusual significance, there will be no campus-wide dismissal of classes for assembly programs. How­ever, faculty members have the option of dismis­sing a class to attend a program which promises to be of special interest or value to them or their students.

**Special Days**

Family Day is a special day for the Ozark Campus. Members of the faculty cooperate in making each of these days a successful occasion by assisting in the planning of programs and by attending assemblies and other events incident to these days.

**RELATION OF THE FACULTY MEMBER TO STUDENTS**

The primary relationship of a faculty member to students is most relevant in matters pertaining to instruction. The following standard operating procedures are set forth as guidelines for meeting conditions which arise from ongoing classroom activities.

**ASSIGNMENT OF INSTRUCTIONAL DUTIES**

Course assignments for each faculty member are made by the Program Chair in consultation with the Chief Academic Officer, subject to the approval of the Chancellor. The schedule of courses for each term is prepared and published by the Academic Affairs office. To identify problems and reduce conflicts for students, the Academic Affairs office prepares a tentative schedule and distributes it to the faculty two or three weeks prior to the publication of the official schedule of course offerings.

**Faculty Appointments:**

Faculty members are given one-year contracts, submitted to the Board of Trustees for renewal in May of each calendar year. Should a faculty member’s contract not be renewed, their employment will end upon the expiration of the contract. Generally and absent extraordinary circumstances, notice will be given of non-renewal by 31 March.

**Faculty Qualifications:**

Ozark Campus faculty members will hold an academic, teaching, or industry-recognized credential appropriate to the discipline taught. Faculty members should possess a minimum of 3 years of occupational experience and/or appropriate industry credential and/or teaching experience.

**Teaching Load:**

The average faculty teaching load on the Ozark Campus equates to 15 credit hours OR a minimum of 25 contact/lab hours per week, depending on the discipline taught. Faculty members who carry 15 credit hours per semester will hold a minimum of ten office hours per week.

Teaching loads are determined by program chairs of the discipline subject to approval by the Chief Academic Officer. Teaching loads for program chairs are adjusted by the Chief Academic Officer to allow for administrative duties and to comply with appropriate governing board and/or accreditation standards of the discipline.

Summer teaching loads are assigned based on the faculty contractual obligations for 10 ½ month contracts. Faculty members on nine-month contracts are paid 1/9th of their base salary for one summer term, which equals 6 credit hours OR a minimum of 25 contact/lab hours per week. Summer course assignments are contingent upon enrollment.

**Faculty duties and responsibilities:**

1. Classroom, Laboratory, and Clinical Instruction.
2. Office Hours
3. Academic Advising
4. Instructional development activities
5. Program developmental activities (advisory board meeting, industry visits)
6. Accreditation requirements
7. Assessment of student learning activities
8. Service to campus (university committees)
9. Service to community

**CLASS RECORDS**

**University Grades and Attendance**

It is the responsibility of the faculty member to maintain adequate records necessary for grading and accounting for student attendance prior to the official attendance date and throughout the semester/term. Class rolls and attendance records are the property of Arkansas Tech University. They should be retained for at least six months following the conclusion of the course or turned over to the department head or dean in the event that the faculty member leaves the University.

**Attendance Accounting**

The faculty member is to report students who have not reported to class by the official attendance date. Based on the reporting, students not reporting to class will be dropped for non-attendance.

For electronically delivered classes, the faculty member must ascertain whether students have actively contributed to the course at least once on or before the attendance verification date for the course. For purposes of attendance accounting this means that faculty are required to have students complete the Blackboard Attendance Accounting Module or submit an assignment on or before the attendance verification date for the course.

Attendance accounting is completed electronically in the Banner system. Instructions are provided to all faculty members prior to the beginning of each semester.

**Class Attendance**

The following statements regarding faculty and student attendance and the faculty members’ responsibility to set student attendance expectations for each class do not release the faculty from the responsibility to maintain student attendance records throughout the semester/term.

**Faculty**. Any time that a faculty member must miss a class, the students are entitled to advance notice or, if the absence is due to a last minute emergency, to notification at the time they report to class. Absence by a faculty member must have the prior approval of the Department Head or the Dean of the College, as appropriate.

**Students.** The policy of the University in regard to class absences may be stated as the considered belief that regular class attendance is essential to the maximum growth and development of the student, and that students, in their own interest, are therefore responsible for attending all classes for which they are enrolled. For electronically delivered classes, where physical attendance is not a reasonable requirement, equivalent on-line interaction must be documented in lieu of attendance.Absence/participation policies and procedures are applicable both to the regular terms and to the summer sessions.

The procedure for implementation of this policy (as adopted by the faculty on September 9, 1966, and as amended by the Faculty Senate on September 27, 1990) is as follows:

1. Control of class attendance is vested in the teacher who has the responsibility for clearly defining in each course, early in the semester, the standards and procedures in regard to regularity and punctuality of class attendance.

2. Students will not be penalized by their instructors for class absences that result from participation in officially sanctioned University activities. It is the responsibility of students to present to their instructors notice and verification of authorized participation in such activities. Individual instructors retain the authority to determine how students in their classes will avoid academic penalties for the resulting absences.

3. Before invoking the most severe penalty for unsatisfactory class attendance or non-attendance – dropping a student from a course with a grade of WN – withdraw for non-attendance – the instructor is obligated to notify the student, in writing, that an additional absence would result in this penalty. The WN may also be awarded by an instructor to a student who does not participate in an online course as required by federal financial aid guidelines.

4. A student accumulating an excessive number of unjustifiable absences/non-attendance in an audited course may be administratively withdrawn at the request of the instructor.

1. The action of dropping a student from a course for excessive absences/non-attendance becomes final when the instructor reports this action in writing to the Registrar’s Office. The student who chooses to protest such action as unjustified has recourse through the grievance procedure for appeal of an academic grade as outlined beginning on page 137.

**GRADING--POLICY AND REPORTING**

**Grading System**

Arkansas Tech University uses the four-point system of computing grade points: A, 4 points; B, 3 points; C, 2 points; D, 1 point; F, 0 points.

Students may repeat courses they have taken at Arkansas Tech University for the purpose of grade point adjustments (1) only by re-enrolling in the same courses at Arkansas Tech University and (2) subject to the following provisions. For repeated courses, only the grade from the best attempt of the repeated course is calculated into a student’s cumulative grade point although all grades and all attempts are recorded on the student’s academic record. Students may not repeat a course in which the highest grade possible has already been earned. Adjustments to cumulative grade points are not made for courses transferred from other colleges or universities.

**Grading**

Although Arkansas Tech University does not require fixed percentages in individual classes, equitable grading requires certain rough proportions which should, generally, approximate the normal grade curves. This system is more applicable to lower level courses; upper-level courses will usually depart from this pattern.

Grades are reported electronically to the Registrar's office at the conclusion of each semester or term. Mid-term grades are reported for freshmen only. A grade of “I” may be recorded for a student who has not completed all the requirements of a course **only**in situations where the student has an illness or other circumstances beyond the student’s control, and has completed seventy-five percent of the course requirements. If a grade of “I” is assigned the instructor will set a reasonable time limit within the following semester in which the work must be completed. Beginning the first summer term, 1990, and thereafter, a grade of "I" will not be computed in the grade-point average for the semester recorded; however, the "I" will be automatically changed to a grade of "F" for grade and grade-point purposes at the end of the next regular semester (fall or spring) unless course requirements are completed and the final grade is reported before the end of the semester. A grade of "I" recorded prior to the first summer term, 1990, will be computed as an "F" for grade-point purposes until the "I" is removed. The change of a grade of "I" to a permanent grade is accomplished by written notification from the instructor to the Registrar.

No grade other than "I" may be changed after it is recorded except if an instructor finds that a grade has been erroneously reported. In such instances the instructor may correct the grade by submitting a Grade Change Request form with an expla­nation of the change to the Chancellor.

**Reporting Grades**

Grades are to be reported at mid-term (for freshmen and sophomores only) and the end of a semester through an on-line grading system. Only final grades are reported in each summer term. Faculty members are obligated to report grades on schedule as requested by the Chief Academic Officer.

After grade submission due dates, grades are available on the student’s OneTech account. Notification is sent to students in academic jeopardy.

**Examination Week**

At the end of each fall and spring semester approximately one week is set aside for examination week. Examination week is established as a time to administer end-of-course examinations. For laboratory, internship, and other special courses approved by the Chief Academic Officer, examination week will be the last week of classes. For all other courses, examination week will be the week after the last day of classes. The end-of-course examination schedule is published by the Academic Affairs office. It is Arkansas Tech University policy that each full-time and each part-time faculty member will administer, at the assigned time, an end-of-course examination appropriate for each course assigned to the faculty member. Failure to administer an end-of-course examination, at the assigned time, may be considered an act of insubordination. Any deviation from the end-of-course examination schedule must be approved by the appropriate program chair, school dean, or Chief Academic Officer. Instructors who wish to administer a single test to multiple sections of a course should submit such a request to the Academic Affairs office at least two months before examination week. In the summer terms there is no separate schedule of examinations-instructors give the end-of-course examinations the last day of the summer term.

**CODE OF ACADEMIC INTEGRITY**

**The Preamble**

A university exists for the purpose of educating students and granting degrees to all students who complete graduation requirements. Therefore, Arkansas Tech University requires the highest standards of academic integrity and conduct from all students. Students at Arkansas Tech University will refrain from committing any of the violations of academic integrity as detailed below. Further, Arkansas Tech University expects that all classes maintain an academic and courteous atmosphere. Both the professor and students are responsible for creating an environment that enables all students to reach their academic potential. The classroom is under the control of the professor who will give students a statement of his or her classroom expectations and policies in a syllabus at the beginning of the semester. The term “classroom” as used in this Academic Integrity Policy includes face-to-face, hybrid and online classes. It is not restricted to classrooms on or off campus but also includes playing fields and laboratories, as well as University computer areas on or off campus as well as field trips associated with class-related matters. Students will conduct themselves in a non-disruptive and civil manner when attending classes and other events associated with Arkansas Tech University.

**A. Types of Academic Integrity Violations**

A violation of academic integrity refers to various categories of inappropriate academic behavior with respect to a course. Students must refrain from cheating, plagiarism, fabrication, impersonation, forgery, collusion and/or other dishonest practices. Below are common examples of unacceptable academic behavior.

**Cheating** on an examination, quiz, report, or assignment involves any of several categories of dishonest activity. Examples of cheating *include, but are not limited to*:

* copying from the examination or quiz of another student;
* using classroom notes, messages, or crib sheets in any format (paper or electronic) which gives the student extra help on the exam or quiz, and which were not approved by the instructor of the class;
* obtaining advance copies of exams or quizzes;
* soliciting of unethical academic services, including purchasing of research papers, essays, or any other scholastic endeavor; and
* using the same paper to fulfill requirements in several classes without the consent of the professors teaching those classes.

**Plagiarism** is stealing the ideas, data, tables, graphs, artistic works, or writing of another person and using them as one's own. This includes not only passages, but also sentences and phrases incorporated in the student's written work without acknowledgment to the true author. Any paper written by cutting and pasting from the Internet or any other source is plagiarized. Slight modifications in wording do not change the fact that the sentence or phrase is plagiarized. Acknowledgment of the source of ideas must be made through a recognized footnoting or citation format (MLA, APA, etc.). Plagiarism includes recasting the phrase or passage in the student's own words of another's ideas that are not considered common knowledge. Acknowledgment of source must be made in this case as well.

**Collusion** is the act of collaborating with one or more students or others on coursework (i.e., a test, assignments, paper, etc.) when the professor has not expressly approved collaboration or group work on the assignment. Individual coursework is to be entirely the work of the student submitting it for a grade. When a student submits work that was produced through collaboration with others without the authorization of the instructor as the individual student’s own work and performance, this is a violation of academic integrity.

**Impersonation**, **fabrication**, and **forgery** are all violations of academic integrity. Impersonation is assuming a student’s identity with the intent to provide an advantage for the student academically. Fabrication and forgery are “to fake; forge (a document signature, etc.),” particularly the faking or forging of the information or signature on course assignments. Examples of impersonation *include but are not limited to* hiring a substitute to take an exam, write a paper; or complete some other course assignment.

Examples of academic fabrication and forgery *include but are not limited to*:

* furnishing false information, data, or research findings on coursework;
* failing to identify yourself honestly in the context of an academic obligation;
* fabricating or altering information or data and presenting it as legitimate;
* providing false or misleading information to an instructor or any other University official;
* forging an instructor’s signature on a letter of recommendation or any other document;
* submitting an altered transcript of grades to or from another institution or employer;
* putting your name on another person’s exam or assignment; and
* altering a previously graded exam or assignment for purposes of a grade appeal or of gaining points in a re-grading process.

**B. Classroom Behavior**

Each member of the Arkansas Tech University community is obliged to conduct her/himself in a non-disruptive manner in the classroom. If a student is being disruptive, the instructor will address the situation, discussing behavioral expectations moving forward, and emphasize possible consequences for failing to comply. If the disruptive behavior persists, the student may be suspended on an interim basis from the class. Instructors may report excessive and/or repeated disruptive behavior through the Procedures for Addressing Violations of Academic Integrity and Classroom Behavior. This process includes an appeals process students may use to challenge perceived violations or excessive penalties. Students who exhibit disruptive behavior may also be referred to the Department of Student Conduct (see Article III, Section C of the Arkansas Tech University Student Handbook).

If a classroom incident constitutes an emergency (e.g., any immediate threat to life and/or property) and requires an immediate response from police, fire or emergency medical services, **please call 911.**

**C. Procedures for Addressing Violations of Academic Integrity and Classroom Behavior**

Since allegations of a violation of academic integrity may have serious consequences, below are the procedures for reporting allegations, the administrative procedure for processing alleged violations, and a statement of institutional penalties that may be applied on top of the instructor’s academic penalty in those cases where violations occurred.

**1. Principles**

* + 1. Arkansas Tech University promotes a culture of academic integrity and professionalism that enhances the quality of an Arkansas Tech degree.
    2. The process for reporting and adjudicating an allegation of academic dishonesty should be fair and just for all involved.
    3. Faculty members have sole purview for any academic sanction administered if a violation of the academic integrity policy is found to have occurred.
    4. Arkansas Tech supports educational, not solely punitive, measures for addressing violations of the academic integrity policy.

**2. Reporting Procedure**

1. If any instructor, student, or staff member has compelling facts and evidence an individual has violated any category of academic integrity, that instructor, student, or staff member must report the suspected violation(s) to Academic Affairs using the Arkansas Tech University “Academic Integrity Referral” form found at: www.atu.edu/academic-integrity.
2. Upon receipt of an allegation, Academic Affairs will either create a file for the student if it is a first-time offense or add the report to an existing file for the individual if one already exists.

**3. Administrative Procedure**

1. Within ***three business days*** of receiving a reported violation of academic integrity, Academic Affairs will notify:
   1. The instructor of record for the course, the Department Head and Dean. They will be supplied the report, the evidence and the number of allegations and proven violations of academic integrity or disruptive classroom behavior by the student.
   2. The student of the alleged violation, the report and evidence.

**NOTE: A course withdrawal or drop by the student that occurs after a reported violation of academic integrity or classroom behavioral conduct may not be honored. If a violation is determined to have occurred, the student may be reinstated if the penalty is an “F” in the course.**

2. Upon notification of an alleged violation, the student has ***five business days*** to schedule a meeting with the instructor to resolve the allegation. If the instructor is unreachable, the student should arrange within this timeframe a meeting with the instructor’s Department Head or Dean.

* 1. If the student fails to respond to the instructor (or Department Head or Dean) within ***five business days*** of notification, this is taken as tacit acceptance that the violation occurred. After five business days, the instructor informs Academic Affairs, his/her Department Head, and Dean that the student has failed to request a meeting. The instructor may apply the academic penalty as prescribed in his/her course syllabus. Academic Affairs may also apply additional institutional penalties based on the number and severity of the violation.
  2. If the student does request a meeting within five business days, the instructor (or Department Head or Dean, if necessary) and student will meet (either face-to-face, by conference call or using other electronic means) to attempt to resolve the allegation. This meeting may result in one of the following:

1. The student provides explanation and evidence to the satisfaction of the instructor that no violation occurred. The instructor informs Academic Affairs, his/her Department Head, and Dean that the allegation against the student has been resolved and no penalties will be assessed.
2. The instructor educates the student on what qualifies as a violation of the policy and the student accepts that he/she violated it. The instructor may apply the academic penalty as prescribed in the course syllabus, which may include a final grade of “F” that would override the student’s course drop or withdrawal if such has occurred. Academic Affairs may also apply additional institutional penalties based on the number and severity of the violation.

***NOTE: If the student feels the instructor’s academic penalty is excessive or unfair, he/she should refer to the Student Handbook, Article V: Classroom Provisions, Section C: Student Academic Grievance Procedure, on how to appeal it.***

1. The student and the instructor are unable to resolve the issue. The student then has ***three business days*** from the meeting to file an appeal with Academic Affairs. Academic Affairs then forwards the case to the Academic Affairs Appeals Committee Chair for resolution.

c. If neither the individual nor the instructor acknowledge the report and/or take action to resolve it within the ***five business days***, Academic Affairs follows up with the Department Head and/or Dean to get acknowledgment of the report and resolution of the allegation by the student and/or instructor.

3. For cases where the student appeals the allegation to the Academic Appeals Committee, the Chair will provide the Academic Appeals Committee with the original report and evidence provided by the reporting party, any report and evidence supplied by the instructor, as well as the appeal and explanation by the student. The committee will decide whether the facts merit investigation. If so, the Academic Appeals Committee will appoint from its body a subcommittee to investigate and recommend action. The Chair forms the subcommittee of at least three members (two students and a faculty member) who will be responsible for investigating the case. The Chair will provide the subcommittee with the original report and evidence provided by the reporting party, any report and evidence supplied by the instructor, as well as the appeal and explanation by the student. Upon conclusion of its investigation, the subcommittee reports its findings and recommendation to the Chair of the Academic Appeals Committee. The Chair then shares the subcommittee’s recommendation with the full Academic Appeals Committee, who make the final decision on the appeal. The Chair will report the full committee’s decision to Academic Affairs. Academic Affairs then contacts all parties as follows:

a. If the decision is that no violation has occurred, Academic Affairs notifies the individual, as well as the instructor, his/her Department Head and Dean to that effect. No penalties are assessed against the student.

b. If the decision is that a violation of the policy occurred, Academic Affairs notifies the student, as well as the instructor, his/her Department Head and Dean to that effect. The instructor may apply the academic penalty as prescribed in the course syllabus, which may include a final grade of “F” that would trump the student’s course drop or withdrawal if such has occurred. Academic Affairs may also apply additional institutional penalties based on the number and severity of the violation.

Academic Affairs updates the file for the individual as appropriate and the issue is resolved.

4. The procedural process for violations of academic integrity for Graduate Students can be found in the Graduate Catalog in the Academic Information Section located at this website: https://www.atu.edu/catalog/graduate/academic\_info.php.

**D. Penalties for Violations of Academic Integrity and Classroom Behavior**

1. Arkansas Tech University respects the right of the instructor of record for the course to determine and apply all academic sanctions for violations of academic integrity. The classroom is under the control of the instructor, who will give students a statement of his/her classroom expectations and policies in a syllabus at the beginning of the semester. Typical penalties *can include, but are not limited to,* giving an ‘F’ on a particular quiz or exam, giving an ‘F’ on a term paper or other written work, or giving the student an ‘F’ or ‘W’ for the course. Instructors may also have different penalties depending on the number and severity of violations.
2. As an institution, Arkansas Tech University may deem it necessary to apply additional sanctions beyond the academic penalties imposed through the course. Examples of the types of penalties Arkansas Tech may choose to apply *include but are not limited to* required completion of academic integrity training, as well as disciplinary probation, suspension or expulsion from the university. Any institutional penalties that may be applied will vary based on the number and severity of violations. Below is the general rubric Academic Affairs will follow when applying an institutional penalty.

First Offense: If an institutional penalty is applied, generally this will involve required training on academic integrity and acceptable academic practices and behaviors. However, the severity of the violation may justify probation or even suspension from the university.

* 1. Note: The academic integrity course or training is to be completed within ***two business weeks*** of notification by Academic Affairs that it is required. Failure to complete the course in this timely fashion may result in a hold being placed on the individual’s account by the Registrar. It will not be removed until the training is completed. Also, any costs for the course or training must be paid by the student.

b. Second Offense: For a second offense, additional training on acceptable academic practices and behaviors may be required, as well as disciplinary probation. However, the severity of the violation may entail suspension or even expulsion from the university.

c. Third Offense: For a third offense the individual has already had two courses on academic training and incurred disciplinary probation. The minimum penalty is now suspension. However, the severity of the violation along with the multiple infractions may result in expulsion from the university.

d. Fourth Offense: For a fourth offense, the individual will be expelled from the university.

UNDERGRADUATE STUDENT ACADEMIC GRIEVANCE PROCEDURE

**Appeal of an Academic Course Grade**

This section describes the process for an academic grade appeal for undergraduate students. The relevant policy for grade appeal by graduate students can be found in the Graduate Catalog.

The assessment of the quality of a student’s academic performance is solely and properly one of the major responsibilities of university faculty members. A grade appeal is not appropriate when a student simply disagrees with the faculty member’s judgment about the quality of the student’s work. Grade appeals should be based on problems of process and not on differences in opinion concerning academic performance. A student who is uncertain about whether or not a grade should be appealed or who needs additional information about the grade appeal process can contact the department head’s office (or dean’s office should the instructor be the department head). This policy is implemented within the college that administratively houses the department through which the course was offered, irrespective of a student’s major or class standing.

The grade appeal process is designed to give the student an opportunity to correct an injustice. Disagreement or dissatisfaction with a faculty member's professional evaluation of coursework is not the basis for a grade appeal. It should only be utilized when the student contends that the final grade assigned for the course by the instructor is a result of procedural/calculation error, a result of prejudice, or is arbitrary and/or capricious. Arbitrary and/or capricious here implies that,

The student has been assigned a grade on the basis of something other than their performance in the course; or

Standards utilized in determining final course grade were not evenly applied to all students in the course; or

The grade is based on standards that are unannounced or are substantially different and unreasonable departures from those articulated in the course syllabus at the beginning of the course.

The burden of proof is always on the student appellant to prove that a change of grade is an appropriate action in their case.

**Informal**

In all cases, the student must begin a grade appeal process informally with the instructor involved to attempt to resolve the disagreement in a cooperative atmosphere. The student must explain their position to the instructor and attempt to understand the justification for the grade assigned by the instructor. The purpose of the meeting is to reach a mutual understanding of the student’s situation and the instructor’s actions and to resolve differences in an informal and cooperative manner. If the student and instructor cannot, after consultation, reach a satisfactory resolution, the student may begin a formal grade appeal process based on procedural/ calculation error, prejudice, or an arbitrary and/or capricious assertion.

**Formal**

The following apply to the formal appeal process for an academic final course grade assigned by an instructor and challenged by a student that has failed to reach a resolution during the informal process.

1. Appeal of a final course grade must be made by the student directly affected and must be made immediately following the conclusion of the course. Immediately, here, means before the beginning of another semester or summer term.
2. All appeals of a grade must begin with the student making a written appeal to the instructor involved and explaining the nature of the problem and the student’s desired resolution. In the case of an instructor who has terminated his/her association with the University, the appeal
3. would begin with the department head or to the dean of the college if the department head should be the instructor involved. Appeals must be presented in writing and contain the following information:
   1. A listing of the student name, course prefix, number, section, semester term/year and instructor of course;
   2. A clear concise statement describing the specific supporting evidence of arbitrary and/or capricious grading as defined above must be provided. It is very important that the basis of the appeal is clearly understood.;
   3. A brief summary of the prior informal attempts to resolve the matter and the results of those previous discussions; and
   4. A specific statement of the action or resolution sought.
4. The instructor (or department head/dean) will have 10 business days to provide a written response to the student appellant. If the instructor is a department head who has left the University and the dean determines no grade change is warranted, the appeals process is completed.
5. If the appeal is not resolved in the previous step, within 5 business days of the date of the written response from the instructor, the student wishing further consideration would take the issue and documents to the head of the department in which the course is taught, or to the dean of the college if the department head should be the instructor involved. The department head (or dean) will review the case and make a judgment on the appeal to determine if a change of grade is warranted. The department head (or dean) will provide a written notice to the instructor and student appellant of their decision within 10 business days of receiving the documents from the student appellant. If the instructor is a department head and the dean determines no grade change is warranted, the appeals process is completed.
6. If the student wishes further consideration after the previous step, within 5 business days of the date of the written response from the department head, the student may appeal to the dean of the college offering the course only if the student has new evidence pertaining directly to their case that was not reasonably available at the time of the initial appeal or contends that the procedures outlined here were not followed. The student would submit a written formal presentation of the case, with all related supporting documents, to the dean. Should the dean determine that there is no new relevant evidence or that procedures were properly followed, the appeals process is completed and the student appellant will be notified in writing within 5 business days. If the dean agrees that there is new relevant evidence or that procedures were not followed, an ad hoc hearing committee will be appointed. The committee will be composed of three faculty members from the college in which the course is offered, or two from the college and one from the student’s major department, if that department is not in the same college as that in which the course is offered. The committee members will be appointed by the dean(s) of the college(s) involved. The committee will review the documents and can then either reject the appeal on the basis of its content or proceed to investigate further. The committee will have full cooperation of all parties in gathering information and conducting interviews for the hearing. Once an issue is before the committee, the committee shall have the authority to recommend a lower grade, recommend a higher grade, or recommend no change of a grade. Review by the committee should be completed within 15 business days of the submission of the written presentation of the case to the dean by the student appellant. The committee recommendation will be conveyed to the dean of the college in which the course is offered. The dean would inform the student appellant, instructor, department head, and registrar of any grade change for the course if applicable. The dean’s determination is final.

**Appeal of an Academic Undergraduate Program Dismissal**

The following apply for an undergraduate student appeal of program dismissal having been made by an academic department.

1. Appeal of a program dismissal must be made by the student directly affected and must be made immediately following the departmental decision to the department head. Immediately, here, means within 10 business day of the date of the dismissal notification.
2. It is very important that the basis of the appeal is clearly understood. Appeals must be presented in writing and contain the following information:
   1. A clear concise statement about the student’s desire and motivation for reinstatement must be provided;
   2. A brief summary of any prior informal attempts to resolve the matter and the results of those previous discussions; and
   3. A specific statement of the action or resolution sought.
3. If the student wishes further consideration after the previous step, within 5 business days of the date of the written response from the department head, the student may appeal to the dean of the college in which the academic program department is housed only if the student has new evidence pertaining directly to their case that was not reasonably available at the time of the initial appeal or contends that the procedures outlined here were not followed. The student would submit a written formal presentation of the case, with all related supporting documents, to the dean. Should the dean determine that there is no new relevant evidence or that procedures were properly followed, the appeals process is completed and the student appellant will be notified in writing within 5 business days. If the dean agrees that there is new relevant evidence or that procedures were not followed, an ad hoc hearing committee will be appointed. The committee will be composed of three faculty members from the college in which the academic program is administered. The committee will select its own chairperson. The committee will review the documents and can then either reject the appeal on the basis of its content or proceed to investigate further. The committee will have full cooperation of all parties in gathering information and conducting interviews for the hearing. The committee shall have the authority to recommend that the student be retained in the program or confirm the original dismissal decision of the department. Review by the committee should be completed within 15 business days of the submission of the written presentation of the case to the dean by the student appellant. The committee recommendation will be conveyed to the dean of the college who will notify the department head and student appellant in writing of the committee’s decision.

**Other Academic Grievances**

Other grievances relating to an instructor will proceed through an appeal to the department head, dean of the college, and Vice President for Academic Affairs. The Vice President for Academic Affairs will evaluate the grievance to determine if the charge and evidence warrants initiating proceedings against the instructor under the appropriate provisions in the "Regulations on Academic Freedom and Tenure" approved by the Board of Trustees.

**COURSE SYLLABI**

Syllabi should be distributed in each class during the first week of the semester. For electronically delivered classes, syllabi should be posted when the course is developed. The following information should be included for both face-to-face and electronic course delivery:

A. Course number (e.g., ACR 1203; to also include the appropriate Arkansas Course Transfer System, or ACTS, course number when applicable.)

B. Course title

C. Name of instructor, office hours, contact information (telephone, email)

D. Method of delivery

D. Catalog description

E. Text required for course

F. Bibliography (supplemental reading list)

G. Justification/rationale for the course

H. Course objectives

I. Description of how course meets general education objectives, if applicable (courses included in the general education component should show how the course meets one or more of the objectives contained in General Education Objectives listed in undergraduate catalog)

J. Assessment methods (include grading policy with specific equivalents for A, B, C)

K. Policy on absences, cheating, plagiarism, etc.

L. Course content (outline of material to be covered in course).

M. Disabilities statement

N. Emergency procedures statement: (In case of emergency or severe weather, students will be notified and are asked to follow the emergency guidelines posted in each room.)

**UTILIZATION OF CLASS TIME**

Faculty members are to meet their classes at the time and for the period scheduled. Early dismissals or absences for legitimate purposes should be considered only after consultation and approval of the Program Chair or Chief Academic Officer.

**OFFICE HOURS AND ACADEMIC ADVISING**

Each faculty member is expected to schedule adequate and regular office hours in consultation with the Program Chair or Chief Academic Officer for consultation with students and colleagues. The total and spacing of these office hours should be planned to permit adequate student contact. This schedule should be posted and adhered to. Faculty members who expect to be away from the campus during scheduled office hours should notify their Program Chair and should post a notice showing the approximate time of return. Ordinarily, the Program Chair should be apprised of where the faculty member could be reached.

**SPECIAL COURSES**

**Evening Classes**

In order to accommodate the educational needs of residents of the University's service area who, for various reasons, cannot attend regularly scheduled day classes, a variety of evening courses are scheduled each semester during the hours of 5:00 p.m. to 9:30 p.m. All rules and regulations applying to the regularly scheduled day classes also apply to evening courses. Information pertaining to registration for evening courses will be published in the course schedule, which is disseminated each semester and summer term.

**Off-Campus Courses**

Arkansas Tech University endeavors to render an educational service to those persons in every community who cannot, for one reason or another, attend the regular sessions of the University. One of the credit-type programs offered by the University for this purpose is off-campus courses taught in cities and communities in the University's service area.

Regular faculty members teach courses at centers in which classes of sufficient size can be organized. Off-campus courses are identical in content with the courses offered on campus.

Requirements for enrolling for credit in off-campus courses are basically the same as those for enrolling in on-campus residence courses for credit. Students must complete an admission application and submit a copy of transcripts of all their previous college work. Transcripts must be sent directly from the issuing institutions to the Office of Student Services at Arkansas Tech University.

**Conferences, Institutes, Seminars**

The University assists groups from all professions and vocations by planning and conducting educational activities to help members of those groups to keep informed about new developments in their field of work. Tuition fees vary in relation to the costs of conducting the program, but in all cases the expense for participants is minimal. Conferences, institutes, and seminars conducted by the University are generally required to meet five basic requirements: (1) the program must be of an educational nature and be planned for off-campus people; (2) it is planned to help participants gain a better understanding of problems related to their professional or personal interests; (3) it is planned and conducted jointly by participants, University faculty members, and conference consultants; (4) it usually absorbs the major part of each participant's time while in session; and (5) the programs can be offered for credit or non-credit depending on the nature and purpose of the activity.

**Non-Credit Courses**

The University offers informal non-credit courses in a variety of subjects designed to meet the educational needs of adults which are not met by conventional education procedures. These courses generally meet in the evenings and vary in length relative to the subject being taught.

The constituency of non-credit courses represents a social, economic, educational, and ethnic cross-section of the population which the University serves. Adults who are not high school graduates attend classes along with those who hold advanced degrees, and the only requirement for enrolling in these informal courses is a genuine desire to work toward enlightenment and self-improvement. Because these classes are a community-service function of the University, tuition is minimal and is charged only to the degree necessary to make the program self-supporting.

**eTech**

eTECH was established in response to the changing higher education environment. eTECH will develop and support new models for extending instructional programs. These instructional models include the concept of Distance Learning via on-line courses, Computer Based Training, web assisted courses, distributed courses and on-line resources, as well as variations on traditional courses and degrees that will better meet the needs of an increasingly diverse student population.

Arkansas Tech University has adopted Blackboard as the course management system platform for the delivery of distance education and for web-enhanced face-to-face instruction on campus. The system is supported by a Blackboard administrator and a staff of highly trained network specialists who maintain the software and hardware necessary for success. The Blackboard system has built-in help functions and the Blackboard administrator is available through email and by telephone. eTECH can be accessed at <http://etech.atu.edu>.

Faculty are provided with technology training as needed or requested to allow them to effectively use the technology to support course objectives. Help is available for faculty and adjuncts at <http://etech.atu.edu/faculty.htm>. eTech includes pages such as an eLearning Brochure (<http://elearn.atu.edu/elearning-brochure.htm> ), a set of frequently asked questions for students (<http://elearn.atu.edu/studentfaq.htm> ), a set of frequently asked questions for faculty (<http://elearn.atu.edu/facultyfaq.htm> ), and many other items that provide information about technical requirements, computer use policies, manuals, etc.

It is important to remember that courses offered through electronic methods to students who are not physically in the classroom are still subject to the same requirements for the provision of syllabi, attendance accounting, and evaluation as traditionally taught courses. The *Faculty Handbook* requires that teaching be evaluated by a standard, university-wide student evaluation. An instrument with the same items and characteristics as the paper-based instrument has been developed using Web Surveyor. A link to the on-line instrument must be provided to all students enrolled in the course during the last week of the term. The Blackboard Administrator will provide the appropriate link to all instructors teaching electronically delivered courses. The results will be analyzed and distributed using the same procedures as those evaluations collected by paper and pencil methods.

Questions or requests for assistance regarding the Blackboard course management system should be directed to the eTECH Systems Administrator at 479-964-0577 or bbsystem@atu.edu.

Due to the increase in electronically offered courses and degree programs, the university has developed and approved a Course Ownership Policy that spells out the rights and responsibilities of both parties.

**FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)**

As stated in the Arkansas Tech University – Ozark Campus catalogs; FERPA legislation seeks to assure confidentiality of the educational records containing information directly related to a presently enrolled student, a former student, or alumni. As a matter of policy, the Ozark Campus makes every effort to abide within the confines of confidentiality and security of educational records as prescribed in the FERPA laws and regulations. For more information on FERPA, please go to <http://www.atu.edu/ucounsel/>.

Questions about specific access to information or the release of information to any third party should be referred to the Registrar’s Office or the Chief Student Officer.

**TOBACCO FREE POLICY FOR ARKANSAS TECH UNIVERSITY**

Effective August 1, 2009 use of any tobacco product, including, but not limited to, smoking, use of electronic cigarettes, dipping, or chewing tobacco is prohibited on campus. This policy shall be enforced by the Arkansas Tech University Department of Public Safety.

“Campus” means all property, including buildings and grounds that are owned or operated by Arkansas Tech University.

“Smoking” as that term is used in this policy means inhaling, exhaling, burning, or carrying any:

(A) Lighted tobacco product, including cigarettes, cigars, and pipe tobacco; and

(B) Other lighted combustible plant material.

“Electronic cigarette” (also known as “e-cig” or “e-cigarette”) means a battery or USB powered device containing a nicotine-based liquid that is vaporized and inhaled, used to simulate the experience of smoking tobacco.

“Student” as that term is used in this policy means an individual enrolled in a credit or

non-credit course at Arkansas Tech University.

**1. Student discipline**

Students who violate this policy shall be disciplined as follows:

(a) First Offense – Written warning.

(b) Second Offense – Six months’ probation as defined in the Student Code of

Conduct.

(c) Third and subsequent Offenses - $50.00 fine.

**2. Employee discipline**

Employees who violate this policy shall be disciplined as follows:

(a) First Offense – written warning

(b) Second Offense – Written reprimand placed in personnel folder

(c) Third and subsequent Offenses -- $50.00 fine.

**3. Visitors/independent contractor discipline**

Visitors or employees of independent contractors who violate this policy shall be disciplined as follows:

(a) First Offense – written warning

(b) Second offense – banishment from campus

Students may appeal their sanction pursuant to the terms of the Student Code of Conduct. All others may appeal the sanction imposed pursuant to this policy by submitting a written appeal to the Human Resources Committee within five calendar days of the infraction.

Pursuant to Act 734 of 2009, beginning August 1, 2010, any person who smokes on campus shall in addition to the penalties set forth above, be guilty of a violation and upon conviction in Russellville District Court, shall be punished by a fine of not less than ($100) one hundred dollars nor more than ($500) five hundred dollars.

**UNIVERSITY GOVERNANCE**

**Shared Governance**

Arkansas Tech University – Ozark Campus

Arkansas Tech University is governed by a five-member Board of Trustees. The Trustees are appointed by the Governor and serve five-year terms. The President of Arkansas Tech University reports to the Board of Trustees, and the Chancellor of the Ozark Campus reports to the President. Reporting to the Chancellor are the Chief Academic Officer, Chief Fiscal Officer, Chief Students Officer, Chief Business and Community Outreach Officer, and the Director of the Arkansas Tech Career Center. The program chairs for each academic program on the Ozark Campus report to the Chief Academic Officer. Faculty members report to their designated program chair. Programs are divided into six areas on campus: Allied Health, Adult & Continuing Education, Business Technology, General Education and Industry/Technology, and Career Center.

The Ozark Campus is dedicated to a shared governance system. Shared governance requires that all university entities work together toward the common goal of fulfilling the mission of the campus. The Board of Trustees sets university policies, the administration of the campus carries out these policies, and the faculty is responsible for academic matters concerning curriculum and instruction.

The Faculty Senate and the Ozark Campus’s standing committees are the primary bodies through which recommendations for curriculum and instructional issues on campus are made. Recommendations from each committee are sent by the committee chair to the Chief Academic Officer, and, in the case of Academic Appeals and Admission, jointly to the Chief Academic Officer and Chief Student Officer.

After the recommendation is sent to the appropriate chief officer(s), the chief officer(s) forwards a recommendation to the Chancellor. If approved, the item is then forwarded to the appropriate personnel on campus for implementation. If a change in policy is recommended, the Chancellor forwards the recommendation to the President and then the Board of Trustees, if applicable.

**Standing and Elected Committees on the Ozark Campus:**

**Faculty Senate**

Members: Chancellor appoints Chief Academic Officer and one Senator and one Senator from each of the six areas

Length of Terms: Staggered one, two, and three year terms

Elected or Appointed: Elected

Recommendations made to: Chief Academic Officer

**Academic Appeals and Admissions**

Members: One faculty from each of the six areas and one representative from SGA

Length of Terms: Staggered one, two and three year terms

Elected or Appointed: Elected

Recommendations made to: Chief Academic Officer and Chief Student Officer

**Assessment**

Members: Appointed by the Chief Academic Officer

Length of Terms: Staggered one, two and three year terms

Elected or Appointed: Appointed

Recommendations made to: Chief Academic Officer

**Curriculum**

Members: Registrar and one Faculty from each of the six areas

Length of Terms: Staggered one, two and three year terms

Elected or Appointed: Elected

Recommendations made to: Chief Academic Officer

**Appointment to Committees on the Russellville Campus:**

One member from the Ozark Campus will be a representative to the University Assessment Committee. One faculty member from the Ozark Campus will serve as a representative to the General Education Committee.

Deliverance systems for various curricula are immediately dependent upon workable administrative procedures. Accordingly, the following policies and procedures have evolved as effective ways and means of achieving instructional ends.

**POLICIES AND PROCEDURES FOR SCHEDULING COURSES**

Procedures for registering and enrolling in classes are included with the list of course offerings that is published for the semester/term.

Course offerings have four-digit numbers which identify courses within each department. The first digit of the number denotes the level at which the course is given, the second and third digits differentiate the course from others in the department, and the fourth digit shows the number of credit hours given.

The courses offered are determined to some extent by the desires of the students, the teaching capabilities of the faculty, and by the judgment of the faculty and administration as to what constitutes a well-rounded course of study in each department. The general education program was devised by the faculty and administration after considerable study as to what constitutes the basic knowledge and concepts that every college graduate should have.

**SELECTION OF TEXTBOOKS**

The primary consideration in the selection of textbooks is the contribution to the effectiveness of instruction. However, some consideration should be given to the student in not requiring multiple textbooks which would involve an undue cost. Since the Bookstore buys used textbooks for resale, the Program Chairs, and other faculty members share with the manager of the Bookstore responsibility for avoiding waste and loss in the stocking of textbooks. Required and optional textbooks must be consolidated by the Program Chair and listed on "The Adoption Form" and then submitted through the Chief Academic Officer to the Bookstore for adoption. Furthermore, bookstore adoptions are regulated by the State of Arkansas and the language of the law passed during the 86th General Assembly, Regular Session, 2007 is as follows:

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code Title 6, Chapter 60 is amended to add an additional subchapter to read as follows:

SUBCHAPTER 6 – TEXTBOOKS AND COURSE MATERIALS 6-60-601.

Adoption of textbooks and course materials.

(a)(1) For each full semester and collectively for summer sessions, a state-supported *institution of higher education* in this state shall distribute a list of all textbooks and course materials required or assigned for an undergraduate course by:

(A) Publication on its website; and

(B) Posting at its bookstore.

(2) The list shall be distributed no later than noon on:

(A) April 1 for the following fall semester;

(B) November 1 for the following spring semester; and

(C) April 1 for all following summer sessions.

(b) For each textbook or course material the list shall include:

(1) A brief description of the textbook or course material;

(2) The author or authors;

(3) The title and edition; and

(4) Any special instructions or circumstances for the purchase or use of the textbook or course material.

(c) A textbook or course material for an undergraduate course may be adopted after the time specified in subsection (a) of this section for distributing the list if:

(1) The adoption is approved by the department chair and the dean or division head of the affected college; and

(2) The dean or division head of the college forwards to the Chief Academic Officer of the affected state-supported institution of higher education the following information:

(A) A list of each late adoption;

(B) The names of the person or persons responsible for each late adoption; and

(C) A written statement explaining why each adoption was late.

The University does not furnish textbooks to the instructor. Publishers may provide teachers copies of textbooks if these are requested either by the instructor or by the Program Chair. If necessary, the Bookstore is authorized to issue a desk copy to any faculty member upon the presentation of a "Bookstore requisition" approved by the particular department concerned and coded to that department. Upon receipt of the new copy from the publisher, proper credit will be issued the department concerned provided the new copy is not marked "Complimentary."

Replacement desk copies must be forwarded to the Bookstore within thirty days so the book can be sold or returned to the publisher for credit to the University.

**FACULTY-PRODUCED INSTRUCTIONAL MATERIALS**

When adequate instructional materials (print and non-print) are unavailable to support course curriculum requirements, appropriate instructional material may be developed to fulfill this need. Such proposals must include a needs assessment, including courses affected and approximate number of students in those courses; an explanation of why available material will not satisfy the need; and an outline of the proposed material.

The proposal is then considered by the department, and the recommendation of the Program Chair is submitted to the Chief Academic Officer. Upon the Chief Academic Officer’s approval, the proposal is forwarded to the Chancellor for consideration.

Following approval by the Chief Academic Officer and the Chancellor, adequate release time is made available to the faculty member(s)/author(s) to develop the instructional material. The Chancellor and the Chief Academic Officer determine an appropriate departmental royalty not to exceed two (2) dollars per copy. (Institutional policy prohibits payments of royalties to employees.) The Chief Academic Officer informs the CFO that the publication/duplication has been approved and the departmental royalty has been determined.

The Program Chair arranges for the production of the material with the Chief Fiscal Officer. The Bookstore Manager, at the direction of the Chief Fiscal Officer, coordinates actual production of the material. The number of copies to be produced is determined by the Program Chair. Obsolete copies may be charged back to the departmental supply and service budget in the current or succeeding year(s) at cost.

Faculty-produced materials are subject to the standard mark-up for new texts. Departmental royalties are paid in the form of bookstore credits to the departmental supply and service budget, upon completion of an inventory of publications sold. (University policy generally provides that monies may be transferred between budget pools upon proper approval.) Such inventory should be completed no later than 30 days after the first day of class in each term.

**FACULTY LIBRARY PRIVILEGES**

Faculty members enjoy generous circulation privileges for all circulating library materials. New faculty members must activate their library account in person at the Circulation desk to check-out materials or use interlibrary loan services. For the most current version of circulation policies and responsibilities, or to search the library catalog for materials, please see the library website: <http://library.atu.edu>.

It is the responsibility of each faculty member to know and understand the policies for the circulation on library materials.

Should a title charged to a faculty member be needed by someone else, the library will send a recall notice requesting the return of the item. Because these materials may be essential to a student’s or another faculty member’s academic success, these requests should be honored promptly. The library may enlist the aid of Deans and administration in recovering needed materials.

While fines and fees are not currently charged to faculty members, upon termination of employment at Arkansas Tech University, any outstanding materials must be returned. Otherwise, the costs of replacing those materials will be deducted from the employee’s final paycheck.

Interlibrary loans are requested for faculty members at no additional charge. However, any surcharges passed on by lending libraries are the responsibility of the borrowing faculty member.

Inquiries about library policy should be directed to the library director. Recommendations for policy changes should be submitted to the director, your departmental library liaison, or to a member of the Library, Instructional Materials and Equipment Committee.

**USE OF COMPUTER**

Policies regarding computer use and electronic communication can be found at <http://cservices.atu.edu/policies.htm>.

**COURSE OWNERSHIP POLICY**

**Work Made for Hire**

Arkansas Tech University may enter into a contract with an employee of the University to develop a specific on-line course or other distance learning product. Pursuant to the terms of the contract, the employee will be paid for the development of the course. The University will also provide all resources for the work and the work is to be carried out totally as a part of the faculty or staff member's assigned time.

When the University contracts with an employee for the development of a specific on-line course or other distance learning product, it will be considered a work made for hire for a period of two years from the date the course is first offered (e.g., August 23, 2002 to August 23, 2004). However, two years after the course has been developed, and upon approval of the Chancellor, the course can also be used by the employee who developed it, for other teaching, research and scholarly purposes.

**Totally Faculty or Staff Generated**

Arkansas Tech University faculty or staff may create an on-line course or other distance learning product as the result of their own individual efforts on his or her own personal time without any direct support from or through Arkansas Tech and without the use of any Arkansas Tech University resources beyond those normally provided by the University.

Courses and distance learning products developed without University funds will remain the property of the course developer. The individual will own all the resulting intellectual property, may receive compensation for the work and retain distribution rights.

However, in the event that the course is taught at Arkansas Tech University, the University will have the right to use the course material for one semester after the final semester that the course is offered. This retention of rights is to protect the student in the event that an instructor becomes ill or is otherwise unable to complete his or her teaching assignment. This will also allow the University to complete its obligation to the student when a grade of "I" is assigned by an instructor who then leaves the University or by an instructor who is otherwise unable to assist the student in completing the course.

All Arkansas Tech University logos are registered trademarks belonging to Arkansas Tech University. With Faculty/Staff generated on-line courses or other distance learning products, Arkansas Tech University reserves the right to control whether and in what manner the institution's name or logos are displayed in association with the work. Please refer to the University Style Guide for additional logo information.

**STUDENT LABOR**

Arkansas Tech University provides part-time work for a large number of students each year. In many instances faculty members are assigned students to help them with their general office work. Others are assigned to the library, laboratories, and other places on the campus.

The basic purposes of the student work program are to provide financial assistance to students who need this aid and to provide the University with needed services which the students can render. A faculty member responsible for the supervision of student workers should see that the student develops good work habits and a sincere sense of responsibility. This work experience on the part of the student should be a good training opportunity. Information concerning student assistance programs may be obtained from the Student Financial Aid office.

**USE OF UNIVERSITY VEHICLES AND REIMBURSEMENT FOR TRAVEL**

Reimbursement for expenses incurred while traveling on official business (University transportation or private vehicle) shall be in accordance with the "Travel Policies and Procedures" section of the current Manual of Business Office Policies and Procedures. Detailed information concerning the preparation of travel and reimbursement request forms, maximum travel allowances, and insurance coverage is provided in the manual which is available in departmental and school offices and on the Tech Website at:

<http://admin.atu.edu/manuals/Travel/travel%20manual%202003.pdf>

**PROCUREMENT PROCEDURES**

All purchases are made by Procurement Services. Prior planning must be exercised to submit requisitions in time to allow for obtaining quotes, awards, reporting and obtaining delivery. In case of an emergency, contact Procurement Services for instructions.

Procurement and Risk Management Services operate under the State of Arkansas Procurement Law and Rules set forth by the Office of State Procurement.

Only the Purchasing Department has the authority to issue purchase orders. Requisitions are “requests” for commodities or services, and do NOT constitute a legal order. *Orders placed by an individual without a purchase order are the financial responsibility of that individual.*

For more information please visit the Procurement and Risk Management Services website at [www.atu.edu/purchasing](http://www.atu.edu/purchasing).

**CONTRACT AND AGREEMENTS**

Any contract or agreement MUST be reviewed by Procurement and by Legal Counsel before it is executed.

Only individuals with contractual authority for the University may sign these documents.

Russellville Campus:

President

VP for Administration & Finance

Director of Procurement and Risk Management Services

Ozark Campus:

Chancellor at Ozark Campus

Chief Fiscal Officer at Ozark Campus

No one else can legally bind the University and guarantee payment.

**PROHIBITION AGAINST PURCHASES**

**OF COMMODITIES FROM EMPLOYEES**

The following policy was approved by the Board of Trustees on March 21, 1991.

Act 483 of 1979, titled "An Act to Prescribe Ethical Standards for State Employees and Non-employees in State Procurement Activities; and for Other Purposes," section 4, "Employee Conflict of Interest," prohibits payments to employees for purchases of commodities. Commodities mean commodities as defined in the State Purchasing Law.

Questions concerning this policy should be directed to the Purchasing Agent or Chief Fiscal Officer.

**CAMPUS SAFETY AND PREPAREDNESS**

Arkansas Tech University Ozark Campus places the highest priority on the health and safety of its on-campus population and visitors. In the event of a threatening situation the Ozark Campus will communicate vital information as quickly and efficiently as possible for our students, faculty, staff and visitors using one or more of the following communication tools (some services provided through the city and county):

* Outdoor Warning Sirens
* NOAA Weather Radios
* Tech Emergency Messaging System
* Commercial Television & Radio
* Campus Television & Radio
* Building Alarms
* Phones and cell phones
* E-mail
* Website/internet
* Audible Announcements

Arkansas Tech Ozark Campus has an extensive Emergency Preparedness System in place to ensure a rapid response to any crisis situation. Two important components of this system are the Campus Emergency Procedures and the University Emergency Operations Plan. Both are designed to assist students, faculty, staff, and visitors in timely and effective response to minimize the adverse effects of any threat, as well as to return to normal operations as quickly as possible after an incident.

The Campus Emergency Procedures provide guidance to be followed in the event of threatening situations to which the campus is vulnerable. Students, faculty, and staff should review these procedures and have ready access to them if needed. These guidelines are provided in the Emergency Procedures Guide and a copy of these procedures is available at <http://atu.edu/ozark/emergency>.

The Emergency Operations Plan defines lines of authority and responsibilities, promotes working relationships, and imparts knowledge necessary to protect lives and property and to maintain the operational integrity of the University. A copy of the Emergency Operations Plan can be found at <http://atu.edu/ozark/emergency>.

**FACULTY EVALUATION,**

**POLICIES AND PROCEDURES**

**Criteria for Evaluation**

Annual evaluations of faculty are intended to promote better teaching and professional development of the faculty. Evaluations may also be used in reappointment. Faculty will be evaluated in the following three areas:

A. Teaching (80%)

B. Scholarship or Industry-based activities and research (10%)

C. University Service (10%)

A. Teaching will be evaluated on the basis of:

1. A university-wide, standard, student evaluation to measure effectiveness of classroom teaching.

2. An annual review of the teaching portfolio (when required) conducted by the Chief Academic Officer or appropriate Program Chair. Classroom visitation, at the request of the faculty member, may also be included in the annual review.

A teaching portfolio that chronicles teaching performance should be maintained to provide further evidence of effective teaching; portfolios are to include examples of such items as objectives, syllabi, exams, modifications of courses, teaching techniques used, grading procedures, in-class and out-of-class assignments, text used/changes for all courses taught; summaries of student evaluations; a list of advisees; records of student projects; records of special activities with students (clinicals, internships, presentations, etc.); and records of workshops/special sessions developed, taught, attended, etc.

The requirements of a mandatory teaching portfolio are determined by faculty rank:

1. Portfolios will be developed/reviewed the first year of any rank.
2. At the rank of *Workforce Education Instructor*, portfolios will be developed/reviewed annually.
3. At the rank of *Workforce Education Advanced Instructor*, portfolios will be developed/reviewed every other year.
4. At the rank of *Workforce Education Master Instructor*, portfolios should be developed every three years. After the second review (6 years) at this faculty rank, portfolios will be developed/reviewed every five years.

It should be understood that circumstances may arise in which the faculty member may need to develop a portfolio in a non-required year (i.e. Faculty Excellence Award, grant application, or at the request of the CAO).

B. Scholarship/Industry-based Activities be evaluated by, but is not limited to:

1. Presentations at professional meetings;

2. Development of Advisory Board

3. Development of courses, programs or curricula

4. Taking courses for degree attainment and/or continuing education.

5. Conducting workshops, short courses, forums or seminars in addition to normal teaching load.

6. Securing student internship opportunities

C. University Service will be evaluated by, but is not limited to:

1. Service to the institution

a. quality of student advising

b. membership on university committees

c. membership on departmental committees

d. participation in academic program development

e. sponsoring/advising student organizations

f. participation in student recruitment

g. serving as an official representative of the University

h. grant writing (non-research types of grants)

i. faculty level administrative duties (without release time)

j. teaching overloads when appropriate

k. other (to be discussed and decided by faculty member and Program Chair/CAO)

2. Service to the profession

a. membership in professional organizations

b. attendance at professional meetings

c. holding office in professional organizations

d. serving on committees of professional organizations

e. organizing, conducting, or assisting with professional meetings

f. serving on committees for accreditation

g. service to public schools

h. other (to be discussed and decided by faculty member and Program Chair/CAO)

3. Service to the community

a. participating in a community project

b. holding public office

c. assisting public organizations

d. public activity in organizations outside faculty member's area of expertise

e. service to public schools

f. other (to be discussed and decided by faculty member and Program Chair/CAO)

The faculty member is expected to conduct himself/herself in a professional manner. This includes, but is not limited to, working collaboratively and collegially with colleagues, program chairs, staff and administration. Academic standards are to be upheld, not only in the classroom, but in all segments of the faculty member’s professional life.

The following five descriptive ratings will be used to rate each of the three evaluation categories:

5. Excellent

4. Good

3. Satisfactory

2. Needs Improvement

1. Unacceptable

Annual SUMMATIVE EVALUATIONS will be performed by:

1. The Chief Academic Officer (CAO) or appropriate Program Chair

2. The faculty member

**Evaluation Procedures**

1. A written self-evaluation of each of the three areas will be prepared annually by each faculty member.
2. The CAO or appropriate Program Chair will annually review and rate the overall quality of teaching, scholarship, and university service through the use of student evaluations, evaluation of materials contained in portfolios, following the review, the faculty member should consult with the CAO or appropriate Program Chair to formulate a plan for professional improvement for the coming year. The faculty member may provide an addendum to accompany the summative review.
3. CAO/Program Chair evaluations, student evaluation summaries, portfolio materials, and self-improvement plans become part of the faculty-maintained documentation filed in the Chief Academic Officer’s office. A signed copy of the instructor’s summative evaluation will be given to the instructor.

**SUMMATIVE EVALUATIONS: EVALUATION CONDUCTED TO ARRIVE AT BROAD JUDGEMENTS OF TEACHING EFFECTIVENESS AND MAY BE USED TO MAKE PERSONNEL DECISIONS.**

**FACULTY EXCELLENCE AWARDS**

The Faculty Excellence Awards support faculty and provide a mechanism to recognize faculty excellence each year as determined by their peers. Ozark Campus Full Time Faculty who have completed three (3) years of service with the campus will be eligible for nomination for excellence in teaching and service by their peers. Nominees will have an opportunity to submit portfolios as required and to be eligible to be evaluated by an ad hoc committee of the Faculty Senate. Faculty selected to receive the award for Excellence in Teaching and Excellence in Service will receive recognition at the Ozark Campus Graduation Ceremony held in the spring and will also receive a one-time stipend of $500.00, less benefits.

1. Sexual misconduct also constitutes sexual harassment. The Sexual Misconduct policy shall govern in cases involving sexual assault, domestic violence, dating violence, stalking, and sexual exploitation. The University’s Sexual Harassment policy shall be applicable in all other sexual harassment cases not involving sexual misconduct. [↑](#footnote-ref-1)
2. If the Title IX Investigator is unable to obtain the consent of such third-party witnesses, he or she will redact the Investigative Report to the extent necessary to avoid inappropriate disclosure of such witness’s Personally Identifiable Information, while ensuring that such redaction does not prevent resolution of the Complaint. [↑](#footnote-ref-2)
3. In other words, the standard of proof will be “the preponderance of the evidence” standard. [↑](#footnote-ref-3)