

Board of Directors Packet

Manhattan Area Technical College

June 25, 2024

Zoom/Live Stream 5:30 pm



AttaBoard of Directors:

- | | | |
|---|---|---|
| <input type="checkbox"/> Ballou, Brett Chair (Riley) | <input type="checkbox"/> Urban, David (Riley) | <input type="checkbox"/> Armbrust, John (Riley) |
| <input type="checkbox"/> Flanary, Tim Vice-Chair (Pottawatomie) | <input type="checkbox"/> Allen, Will (Geary) | <input type="checkbox"/> Noah, Julie (Clay) |
| <input type="checkbox"/> Peterson, Heather (Pottawatomie) | | |

Administration/Staff:

- | | | |
|---|---|--|
| <input type="checkbox"/> Genandt, James (President/CEO) | <input type="checkbox"/> Williams, Chanel (Int Board Clerk) | <input type="checkbox"/> Baker, Suzy (Board Clerk) |
| <input type="checkbox"/> Davis, Kimberly | <input type="checkbox"/> Gfeller, Josh | <input type="checkbox"/> Ross, Neil |
| <input type="checkbox"/> Bellamy, Kerri | <input type="checkbox"/> Boxberger, Chris | <input type="checkbox"/> Watts, Harry |
| <input type="checkbox"/> Prichard, Cara | <input type="checkbox"/> Peter Vopata | <input type="checkbox"/> Faculty Senate |

Agenda

1. Call to Order

2. Consent Agenda (Routine items requiring BOD action) *

Approval of May 2024 meeting minutes (Attachment 1) *

Approval of May 2024 check register w/threshold expenditures (Attachment 2) *

Organizational update (Attachment 3)

3. Executive Session (Personnel) (Attachment 4/5 not included)

4. President's Report

i. Update (Attachment 6)

ii. Special Advisor to the President for Strategic Initiatives position

5. General Agenda (Items possibly requiring BOD action)

- BHE project schedule & expenses update (Attachment 7)
- Front concourse project update
- Board member terms/updates
 - i. Chair position*
 - ii. Vice Chair position*
 - iii. Appreciations
- Interim budget* (Attachment 15)

* Requires BOD Action

- i. Motion to accept the recommendation for the interim budget as presented by administration.
- Landmark proposal for banking agreement extension
 - i. Motion to accept the recommendation for the extension of banking services as presented by administration.
- HLC Criterion 5 Overview (Attachment 8)

Policy Updates:

- Policy 7.5.2 - Employee Timecards & Leave Requests (Attachment 9)*
- Policy 7.4.5 - Leave Benefits (Attachment 10)
- Policy 7.5.3 - Adjunct Faculty Compensation (Attachment 11)
- Policy 7.6.0 - Employee Handbook Updates (Attachment 12)*
- Policy 3.7.2 - Equal Opportunity, Harassment, and Nondiscrimination Policy (Attachment 13)*
- Policy 4.3.3 - Disability Accommodations for Students and Academic Units (Attachment 14)*
 - i. Motion to direct the President/CEO and his administrative team to continue monitoring the ongoing issues between the federal government departments and the state attorney general on personnel and student issues as discussed, and that they maintain MATC compliance to the best of their abilities while the issues continue to move toward more clarity and/or resolution.

- Building Tour

Meetings and Upcoming Events

August 27, 5:30p – August board meeting

August 15, 8:00a (time to be confirmed) - Wamego campus ribbon cutting/welding lab (?)

August 29, 4:00p - Main campus ribbon cutting & reception

September (Date tbd) - Fall 2024 board retreat

October 29, 2024 - October board meeting (will be held in Wamego)

Board of Directors Minutes

Manhattan Area Technical College – May 2024

1. The Board of Directors of the Manhattan Area Technical College met on May 28, 2024, at 5:33p.m. with live streaming for employees.
2. Board Members Present: Brett Ballou, Tim Flanery, John Armbrust, Julie Noah
Administration/Staff Present: James Genandt, Kimberly Davis, Kerri Bellamy, Cara Prichard, Chris Boxberger, Neil Ross, Kim Withroder, Chanel Williams (Interim Board Clerk), Suzy Baker (Board Clerk)
3. **Call to Order:**
 - Brett Ballou called the meeting to order at 5:33pm.
4. **Consent Agenda** *motion*
 - Correction to April minutes, remove Tim Flanery from present list. Motion was made to approve the previous Board of Directors meeting minutes with correction, March Board Meeting Packet, then approve the consent agenda. John moved to approve. Tim seconded. 4 yeas 0 nays. Motion carries.
5. **General Agenda**
BHE project schedule & expenses update
 - Andrew & Cara – Final inspections happening next week, cleaning & landscaping, temporary occupancy for parts of the building. Team is starting to move furniture. Week of June 17th the building should be complete. Project is on budget and on track with finances.
Building drainage issue & proposals *motion*
 - Jim, Andrew & Cara – Andrew presented 2 choices for improvement to our front drainage issue. #1 is quoted at \$142K, #2 is quoted at \$298K. Option #2 provides more drainage and a student concourse for outdoor space. Student voice counsel has expressed interest in an outdoor commons area. Discussed financial questions and ADA compliance issues. Cara reported that funds are available for either option.
 - Brett suggested being sure this project should be complete before fall session 2024 August 16). Brett also suggested a \$250 per day penalty if not done by the deadline. Work would need to begin right away. Tim moved to approve Option #2, John seconded. 4 yeas, 0 nays. Motion carries.
Fort Riley welding lab update & MOU *motion*
 - Chris – Fort Riley going through MOUs and are close to final steps. We will fund to outfit the space, we will be offered the location rent & maintenance free of charge. Chris presented equipment choices & expenses, as well as revenue opportunities. We will initially be able to accommodate 8 students every

16 weeks (\$152,000 per semester). Investment will pay off within first 18 months. Tim asked about insurance coverage on equipment, Chris confirmed that is taken care of. Motion to approve moving forward with MOU & welding lab. John moved to approve, Tim seconded. 4 yeas, 0 nays. Motion carries. Motion to approve the welding hoods and curtains. John moved to approve, Julie seconded. 4 yeas, 0 nays. Motion carries.

USD 475 MOU/Articulation Agreement *motion*

- Chris - Presented courses offered & discussion of the Articulation Agreement. We are working with curriculum committee on OSHA Healthcare. Schools will incorporate our curriculum, students will obtain college credit if they choose to come to MATC after graduation. This program will act as a pilot for future partnerships & relationships. Motion to approve moving forward with USD 475 MOU/Articulation Agreement. Tim moved to approve, Julie seconded. 4 yeas, 0 nays. Motion carries.

Title IX 2024 new regulation update

- Neil – Discussion of the resent government changes to Title IX. We have an Aug deadline to comply. Discussion for board awareness that we are working on compliance. Neil will revise a policy, our legal team will review. Revisions to be presented at the August board meeting.

HLC Criterion 4 summary

- Kim W – Criterion 4 document was presented and discussed.

HLC visiting team

- Kim W – Team will be Susan Wood, Matthew Gotschall, Emily Ramage, Albert Rubenstein, Karen Schmitt.

KSBN – PN site visit report

- Kim D – Very successful visit, we met all regulations & have reapproval for 5 years. Congratulations to Kim!

New policy: Nursing Drug Screening 5.1.9 *motion*

- Kim D – Drug screening is now required for students. They must have a negative test prior to beginning the program. Our current background check company will do our drug testing. Motion to accept new policy. John moved to approve, Tim seconded. 4 yeas, 0 nays. Motion carries.

NAACLS Board of Directors' Accreditation Award

- Kim D – Presented award.

Alliance for Innovation & Transformation

- Jim – We have been accepted as members of Alliance for Innovation & Transformation. Team will be attending the 2024 Summer Institute to include Dreamscape activity, August 2024.

Childcare Acceleration update

- Jim – Overview of project. New director will begin July 1 and will be housed at the main MATC campus. The facility is currently in construction and is expected to open August 2025.

President's Evaluation

- Jim – 2023 evaluation was given to board for desired edits for 2024 evaluation. Change requests should be sent to Suzy. Suzy will collect edits and send the 2024 evaluation to the board in a pdf fillable format.

Wamego board meeting

- Jim – October 2024 board meeting will be held at the Wamego campus.

Fall 2024 board retreat

- Jim – Will be held in September 2024. Location & topic ideas will be presented & discussed at June meeting.

Board member terms/updates

- Jim – Brett: Renewed. Tim: Accepted as 2025 Chair. David: Renewed. Will: Not yet confirmed. Jim, Harry & Suzy will be getting a list of new board members to reach out to for invitations. We will need additional members to the Board of Directors members as well as Foundation Board of Directors members.

President's Report

- President's Report document, no additions.

Meeting adjourned at 7:18pm

Meetings and Upcoming Events: Next Board Meeting: June 25, 2024, 5:30pm



To: MATC Board of Directors
 From: Administration
 Re: May Expenditures

June 25, 2024

Category	Costs	%
Payroll, Withholdings and Benefits (200, 230, 590)	\$ 437,095.31	41.91%
Facilities (510)	\$ 20,758.54	1.99%
Student Payments (110)	\$ 20,296.43	1.95%
Program Expenditures	\$ 521,906.08	50.04%
ALC Operating Costs (excludes salary/benefits) (900, 930, 931)	\$ 5,000.00	0.48%
Wamego (excluding salary/benefits)	\$ 2,615.32	0.25%
Other Operating costs	\$ 35,241.82	3.38%
Total May Expenditures	\$ 1,042,913.50	100%

***Expenditures occurring outside state appropriated funding, tuition/fees income, etc. as allocated for operations are noted

Threshold Expenditures > \$5,000				
Vendor Name	Item(s) Purchased	Cost	Department	Funding
IRS	PR 5.15.24 Payroll deductions	\$ 39,889.21	Institutional	
IRS	PR 5.31.24 Payroll deductions	\$ 39,524.31	Institutional	
KS Dept of Revenue	PR 5.15.24 Payroll deductions	\$ 8,326.35	Institutional	
KS Dept of Revenue	PR 5.31.24 Payroll deductions	\$ 8,238.95	Institutional	
BCBS	Health Insurance Premium	\$ 53,449.70	Institutional	
KPERS	PR 5.15.24 Payroll deductions	\$ 9,425.18	Institutional	
KPERS	PR 5.30.24 Payroll deductions	\$ 9,402.35	Institutional	
Evergy	Evergy- May 2024	\$ 5,350.03	Institutional	
Instructure, Inc.	Canvas Renewal	\$ 28,767.04	Academics	
USD 320- Wamego HS	Excel in CTE Disbursement	\$ 48,875.50	Academics	
USD 384- Blue Valley	Excel in CTE Disbursement	\$ 7,065.00	Academics	
USD 383- Manhattan HS	General Ed Disbursement	\$ 28,256.25	Academics	
USD 383- Manhattan HS	Excel in CTE Disbursement	\$ 342,900.00	Academics	
Quality Automotive Equip & Service	Two-post lift, instillation and freight	\$ 8,761.25	Academics	Perkins
Pocket Nurse	Infusion Pumps, Syringe Pump	\$ 8,536.31	Academics	Nursing Grant
Total May Expenditures Exceeding Threshold		\$ 646,767.43		



MEMORADUM TO: The Board of Directors
FROM: Jim Genandt, President
 Human Resources
DATE: June 25, 2024
SUBJECT: Consent Agenda: Organizational Update

New Hire/Rehires					
Employee Name	Position Title	DOH	Department	Funding Source	Status
Bradi Tucker	Practical Nursing Faculty	7/29/2024	Nursing Faculty	Operating	New Hire
Promotions/Title Changes					
Employee Name	Position Title	DOC	Department	Funding Source	Status
Pamela Imperato	Special Advisor to the President for Strategic Initiatives	6/1/2024	Administration/President's Cabinet	Operating	Position Change
Separations/Retirements					
Employee Name	Position Title	DOS	Department	Funding Source	Status
New/Advertised Positions					
Position Title			Department	Funding Source	Status
Adjunct Instructional Opportunities for Hire			All Programs	Operating	Open
ADN Adjunct Clinical Instructor			Adjunct Faculty	Operating	Open
Practical Nursing Adjunct Clinical Instructor			Adjunct Faculty	Operating	Open
Full-Time Allied Health Instructor			Continuing Education	Operating	Open
Outreach Coordinator for Human Environmental Sciences			Academic Partnership & Outreach	Operating/NSF Engine's Grant	Open
Full-Time Associate Degree Nursing Instructor			Nursing Faculty	Operating	Open
Instructional Technology Specialist			INT & Academics	Operating	Open

President's Report: June 2024

Institutional Performance

- Over the next several weeks Kim Withroder will work on final state reports for the 2023-2024 academic year. Those reports along with what she compiles for accreditation and federal data reporting will form the data content of a quantitative assessment of MATC for that time period.
- At the same time, an economic data modeling company, lightcast, will work with that data from MATC as well as from each of the other technical colleges to provide us with individual and comprehensive economic impact analyses. That data will support our message and request for support to several organizations, donors, etc.

Institutional Leadership

- May 30 TEA meeting, I worked with our lobbyist as well as the community college lobbyist and leadership as we collectively requested and had approved restricting in funding for the two year colleges for our capital outlay distributions for FY 25 restoring funding levels to the previous 2 years versus the KBOR staff recommendation which moved the funding to only 4 of the two-year colleges while reducing it to the other 22 institutions. Also, the base operating grant distribution was approved as requested by the technical colleges.
- June 20 KBOR meeting, first our FY 25 funding distribution of state funds was approved. In addition we have discussed issues with KBOR leadership on program length due to recent federal guidelines (targeting for-profit institutions primarily, but aspects affect us), as well as ongoing issues between the state of Kansas and the US government on policies affecting students (Title IX, etc.) and personnel. These will be reviewed more in our meeting.
- I have been asked to continue to lead the technical colleges presidents' council for another academic year. Our lobbyist and I are also trying to work with community college leadership on more collaboration of efforts for tech ed and resources.

External Relations

- There have been many meetings on bioscience and related projects. A summary follows. May 29, June 17, 21, 25 NSF Engines Workforce and May 30 NSF Engines and KC BioNexus with Johnson County Community College, KU, and KSU-Olathe; these sessions have all concerned the two bioscience efforts and our involvement is on workforce. Where MATC stands out is on the support for the facilities through our CET and IET programs, and the options our students have in other related programs, like HVAC, to get CET training.

- June 6 BCSI: NSF Engines and KC Biotech Hub with Angela Consani. BCSI is a company offering support for biotech/manufacturing curriculum and credentialing. They assisted the BioNexus KC effort with their EDA BioTech hub proposal and included MATC. Angela and I are working together on a meeting for July 22 in Manhattan to include other representatives connected to the Department of Defense.
- June 19 Axios Science Managing editor Alison Snyder, Scorpius, MHK Chamber, BBN, OSE met with me, Harry, and Josh. Daryn with the Chamber, arranged for Alison Snyder, along with the Scorpius representatives, to come to campus for a tour of the ATC and especially discussion on our efforts to support biomanufacturing technology and critical environment technology/facility support. Dan from BBN and Brad from OSE (the lead for the CET design and simulation options) joined us as we were able to share about the MATC unique design for this workforce education to a national media representative.
- We have several efforts going on to ramp up cybersecurity curriculum. These meetings include: June 3 Harry and I met with Aaron Adams, INT/Cyber business owner/operator, June 4 Callie and Ed Hansen INT Cyber consultants, June 11 Harry and I with Dan Strom, INT and Cyber. We are focusing on a project with outcomes delivered by January 2025.
- June 3 Keven Ward TRANE
- June 5 Harry, Chris, and I with Jeff Wick and Jeff Sackrider WTC Sign at Wamego Center and scholarship development
- June 6 FHTC, SATC, MATC WIN project—collaboration planning to support each institution and the economic development goals of our service areas, with an emphasis on program sharing/coordination.
- June 6 MHK Chamber Growth Strategy Planning/Technical Advisory committee reviewed a draft of the new report for the Chamber.
- June 11 KTC funding planning is progressing quickly for FY 26 requests and beyond.
- June 11 AFIT CEO networking, with other college presidents on pressing federal issues.
- June 12 KMAN ON-Focus updates about MATC were presented.
- June 17 AFIT Presentation to CEOs on consumer protection projects involving higher education.
- June 18 B&G Club Topeka discussion.
- June 18 MHK Chamber board meeting participation.

Budgetary/Fiscal Management (see financial information in this agenda and attachments)

- June 5 Zoom with Steve Kearney, KTC lobbyist, funding package

Relations with the Board

President's Report/June 2024

- Harry and I, with assistance from Suzy, have visited with several folks about engaging with MATC for our Board or foundation. More updates at the meeting.

Accreditation/Continuous Improvement

- Kim, Suzy and I are working on logistics planning and support for the HLC visiting team.
- Kim, working with the deans and VP, is providing HLC overview preparation to staff this summer, and we will update faculty at August in-service.

To: MATC Board of Directors
From: Administration
Re: May BHE 2024 Expenditures

Category	Funds	Expended	Remaining
BHE Loan (70% of Appraisal)	\$11,630,000.00	\$9,506,696.54	\$2,123,303.46
ARPA	\$1,843,594.00	\$1,843,594.00	\$-
Capital Outlay		\$-	

Estimated Proj. Amount	\$16,300,000.00
<i>Appraisal</i>	\$15,900,000.00
Total Project Budget	\$15,540,085.00
Loan Amount	\$11,630,000.00
<i>Closing Costs</i>	\$111,704.00
Total Amount of Contingency Approved	\$773,453.00
Total Amount of Contingency Remaining	\$126,672.05
Total Amount of Allowances Approved	\$741,318.00
Total Amount of Allowances Remaining	\$282,963.07

Total Project	\$15,540,085.00
Remaining	\$4,046,902.81

Expenditures				\$10,695,314.34	
Total as of April 30th, 2024				Pay Amount	Funding
Vendor		Invoice	Invoice Date		
BHS Construction		Pay Application #18	5/8/2024	\$1,032,156.55	BHE Loan
BBN Architects		BBN Architects March Invoice	3/21/2024	\$15,685.89	
BBN Architects		BBN Architects April Invoice	4/24/2024	\$10,457.25	
Kansas State Bank		April BHE Interest Pmt	5/23/2024	\$54,482.40	
		Total May Expenditures		\$1,112,782.09	
TOTAL EXPENDITURES AS OF MAY 31 2024				\$11,808,096.43	

Criterion 5 Resources, Planning, Institutional Effectiveness – *The institution’s resources, structures, processes and planning are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities.*

5.A. Through its administrative structures and collaborative processes, the institution’s leadership demonstrates that it is effective and enables the institution to fulfill its mission.

- MATC Examples:
 - Shared Governance Structure – Faculty Senate, Curriculum, Assessment, Professional Development – all faculty led.
 - The College’s board members are active in community engagement by participating in College- and Foundation-sponsored events, as well as through networking, their various occupations, and community roles.
 - Data is shared within appropriate teams and with senior administrative staff to review. Data analysis is discussed both informally and formally within units across the campus community. The President uses data results to communicate the College’s performance to the Board, Foundation trustees, advisory committees, and the public.
- Possible Evidence:
 - List of campus committees and teams
 - Bylaws, policies, procedures, and schedules for the institution’s faculty or university senate, student government association, staff senate or council, and governing board
 - Documentation outlining the organizational structure
 - Document resolutions and meeting minutes of different constituent groups
 - Agendas and minutes of governing board demonstrating knowledge and oversight of finances and academic functions

5.B. The institution’s resource base supports its educational offerings and its plans for maintaining and strengthening their quality in the future.

- MATC Examples:
 - Campus Updates: science labs, renovating INT classrooms, CET classroom, branding across campus, library to the TLC, NUR simulation lab, Canvas as Learning Management System, Teams, & Zoom.
 - MATC’s strategic plan is aligned with the mission, vision, and values of the College.
 - MATC receives approximately 35% of revenues from state allocations and the remainder from students' tuition and fees.
 - Some of the Grants Utilized by MATC: Title III, Perkins, NBAF Innovation Prize, NSF (Critical Environments Technology)
- Possible Evidence:
 - Independent audited financial statements and Composite Financial Index (CFI) patterns for multiple years
 - Documentation of investments in facilities and technology, including deferred maintenance

- Campus master plan including additions and deferred maintenance
- Policy for faculty and staff credentials
- Information about training and professional development for faculty and staff
- Documentation of strategic plan investments
- Budget requests and procedures delineating flow of decision-making
- Projected budgets / Pro-forma
- Compliance with bank covenants and lines of credit
- Endowment drawdown policy
- Processes for monitoring expenses
- Mission statement and activities of institution's foundation or advancement office
- Fundraising documentation and results
- Enrollment plan, current enrollment, and projections
- Allocation of budget for instruction, strategic plan, mission, professional development, etc.
- Duration and amount of grants received by the institution
- Evidence of linkage to planning initiatives related to current educational programs
- Collective bargaining agreement(s)

5.C. The institution engages in systematic and integrated planning and improvement.

- MATC Examples:
 - MATCs Strategic Plan is directly tied to KBOR's Strategic Plan and HLC's criteria
 - KBOR Follow Up Report = A track of student's employment that affects our Performance Report and funding with the Perkins Grant.
 - PACs/BILTs, accreditations, and certifications ensure that MATC remains ahead of the curve in technical education
- Possible Evidence:
 - History and process of strategic plan creation and constituencies involved
 - Annual updates to strategic plan
 - Budget requests and procedure for budget planning
 - Budget allocation by major area
 - Budget projections for multiple years
 - Enrollment management plan
 - Environmental scan results
 - Evidence of resources used to aid in planning activities, such as state reports on demographics, industry/vocational employment demands, etc.
 - Facilities and technology plans
 - Evidence of attainment of strategic planning goals
 - Documentation delineating linkage between planning, budgeting, and evaluation/assessment
 - Student success data and reports
 - Documentation of institutional effectiveness plans and strategies, including goals and measurable outcomes for identified functional areas
 - Student learning and academic program assessment documentation

**Manhattan Area Technical College
Policy and Procedure Manual**

Policy No. 7.5.2

Title: Employee Timecards and Leave Request Procedures	
Originated by: Vice President of Business Services	
Revised by:	Revision Date: 8/2011; 6/2024

Policy Statement: This policy has been developed to provide all employees with a consistent procedure regarding maintenance of timecards and requests for absences from work. Effective 7/1/10 electronic timecards must be completed by all classified and hourly personnel. Employees eligible for leave benefits must submit leave requests for documenting absences and time-off during regular work hours.

Rationale: All employees are responsible for ensuring timecards accurately and appropriately reflect their necessary documented hours worked during the pay period and that any absences or leave time used during the period are documented, approved and accounted for. It is the responsibility of supervisors to review and document approval or denial of time-off requests within the time-keeping system.

Timekeeping: All classified/non-exempt or hourly employees are responsible for accurately recording hours worked each day and ensuring that their timecards reflect the actual hours worked within each pay period. All hours worked within the pay period must be entered and finalized for supervisor review and approval in accordance with MATC and timekeeping system procedures.

Failure on the part of the employee to timely and accurately enter and/or finalize pay period hours within the timekeeping system may result in appropriate adjustments made to subsequent payouts for necessary corrections. Continued failure on the part of the employee to timely and accurately enter and/or finalize timecards, even if unintentional, may result in disciplinary action, up to and including termination.

Exempt or Salaried Employees and Contractors are not required to enter or submit record of hours worked.

Overtime: Classified employees must receive written approval by their immediate supervisor prior to working overtime. Overtime is defined as working more than 40 hours during the workweek. Paid leave, such as vacation, sick, personal, or paid holiday time are not considered hours worked. Overtime will be compensated at time and a half (1.5 times) the standard hourly rate. Any overtime hours must be communicated to the HR/Business Office(s) within the same pay period.

Supervisors and employees should consider temporary flexible scheduling, adjusting the employee's regular schedule, to avoid working overtime hours. In lieu of payment for approved overtime hours, compensatory time may be granted for hours worked in excess of 40 hours per week provided prior arrangements are made between the employee and supervisor.

Created on 7/6/2010 – Revised: June 18, 2024

**Manhattan Area Technical College
Policy and Procedure Manual**

Policy No. 7.5.2

Compensatory time will accrue at one and a half (1.5) hours for each hour of overtime worked. All compensatory time must be approved by the immediate supervisor in accordance with MATC payroll procedures and communicated timely to the HR/Business Office(s).

Leave Requests and Approval:

The college creates an annual calendar that reflects the academic and non-academic days the college is open. Employees eligible for leave benefits will not need to use leave when the college is scheduled to be closed for holidays, or due to inclement weather (see Inclement Weather Policy 8.3.1). Classified employees will need to ensure that hours for holiday and inclement weather closings are accurately recorded on their timecard for appropriate compensation.

Employees eligible for leave benefits shall submit leave requests for hours of absence during regular hours and workdays. Leave requests should reflect the actual hours of absence from work and include necessary information on the reason and type of leave utilized for supervisor review and approval.

Employees must have prior approval for vacation/non-contract leave.

Employees may not request leave for hours beyond what they have accrued and is available per their available leave balance(s).

At a minimum, leave should be requested in an equal amount prior to the leave at the length of that leave (ie, submit request one week in advance for a full week's leave.)

Sick or emergent leave requests should be submitted in advance, as soon as possible within reason.

Supervisors should approve/disapprove leave requests as early as possible upon their receipt. Denied requests for leave should be communicated from the supervisor to the employee immediately.

In the absence of the immediate supervisor, the employee is responsible for submitting their request to an appropriate administrator for approval.

Concerns or issues regarding employee leave requests or balances should be communicated to the Human Resources Office.

Any employee that is/has been absent with submitting a leave request, and has not notified their supervisor of the leave, then the employee is subject to disciplinary action, up to and including termination, and leave without pay may be applied to their payroll.

**Manhattan Area Technical College
Institutional Policy & Procedure Manual**

Policy No. 7.4.5

Title: Professional, Administrators and Classified Staff Benefits— Vacation, Sick, and Personal Leave	
Originated by: Jane Bloodgood, VPBS	Created On: 9/21/2005
Revised by:	Revised: 6/2/2011, 7/1/2017, 6/19/2024

Policy Statement: Annual Leave for 12-month employees is needed to ensure a healthy and productive workforce. Manhattan Area Technical College allows Professional, Administrator, and Classified employees to accrue paid leave based on the employee’s classification. Employees covered by the Manhattan Area Technical College Faculty Association earn personal and sick leave as outlined in the negotiated agreement.

Rationale: Faculty and staff are critical to the success of the institution. Employees are awarded annual leave to take time away from the job in order to relax, recuperate, and be refreshed for the remainder of the employment year.

Procedure: Requests for vacation, sick, and/or personal leave must be submitted to immediate supervisors according to procedures. Supervisors have the discretion to deny vacation and personal leave requests, taking into account the workload/needs of the department. Requests by employees to use their accrued vacation, sick, or personal leave should be made according to departmental policy.

- A. VACATION ACCRUAL: An employee will receive vacation leave credit beginning the first pay period following the employee’s date of hire.
1. Professional and Administrator employees accrue vacation at 13.33 hours per month totaling 160 hours per year.
 2. Full-time Classified employees who work forty (40) hours per week earn and accrue vacation leave as follows:
 - a. Following the first day of employment: 96 hours per year earned at 8 hours per month.
 - b. Following the second anniversary of continuous service: 160 hours per year-earned at 13.33 hours per month.

**Manhattan Area Technical College
Institutional Policy & Procedure Manual**

Policy No. 7.4.5

3. Regular Part-time employees accrue vacation as non-descript paid-time-off (PTO) at 8 hours per month or 96 hours per year. For the purposes of this policy, regular part-time employees include any professional or classified employee that works 12 months between 1040 and 1820 hours per year.
4. Professional/Administrative/Classified staff may accumulate and carry forward to the next fiscal year no more than 30 days (240 hours). Regular part-time employees may accumulate and carry forward for the next fiscal year no more than 120 hours of vacation leave.

B. SICK LEAVE ACCRUAL: An employee will receive sick leave credit beginning the first pay period following the employee's date of hire. Sick leave may be used for illness, injury or medical complications experienced by an employee. Sick leave may also be used to care for a member of the employee's immediate family. A physician's statement may be required after 2 consecutive days of sick leave at the discretion of the immediate supervisor.

In the event an employee, or their immediate family member, is ill and has exhausted all available sick leave, vacation and/or personal leave will be charged for time away from the job. Leave without pay will be allowed only after all leave balances are exhausted.

1. Professional, Administrator, and Classified staff accumulate sick leave at 8 hours per month, totaling 96 hours per year.
2. Professional/Administrative/Classified staff may accumulate and carry forward to the next fiscal year no more than 90 days (720 hours).
3. Professional, Administrator and Classified staff may request to transfer available vacation or personal leave that has been accumulated in excess of the allowable carryover limits towards their sick leave balance at the end of the fiscal year, up to the total allowable limit (720 hours) of sick leave. Requests to transfer vacation and personal leave hours into sick leave must be communicated and approved in writing by the employee's immediate supervisor and the President/CEO

C. PERSONAL LEAVE ACCRUAL: An employee will receive personal leave credit on the employee's initial date of hire and will only accrue personal leave once per year. For continuing employees, personal leave is granted on July 1st of each year.

1. Professional Administrator, and Classified staff members are awarded 16 hours personal leave per year.
2. Professional/Administrative/Classified staff may accumulate and carry forward to the next fiscal year no more than 5 days (40 hours) of Personal Leave.

**Manhattan Area Technical College
Institutional Policy & Procedure Manual**

Policy No. 7.4.5

- D. EFFECTIVE DATE OF ACCRUAL; Earned leave will be credited on the first day of the pay period following the start of employment. (EX Start day of July 1st, leave will be accrued and available July 16th)
- E. EARNED LEAVE; An employee may not take any leave that has not been accrued. Leave earned by an employee during the month shall be available for use on the first day of the following month. If the employee resigns or is otherwise separated from service, the vacation leave earned in the pay period in which the separation occurs shall be credited to the employee and payment made to the employee for that leave if the employee is eligible.
- F. HOLIDAY DURING VACATION; Any official College holiday that occurs during an individual's scheduled vacation **will not** be counted as a day of vacation.
- G. WAIVING OF VACATION; An employee may not waive vacation leave for the purpose of receiving double pay.
- H. LEAVE OF ABSENCE; No vacation or sick leave will accrue during a period while an employee is on an unpaid leave-of-absence.
- I. PAYMENT AT TERMINATION; Employees will be compensated for vacation credited and unused to the date of his/her separation, provided that the employee has given two (2) weeks written notice, unless otherwise waived by the Supervisor. In case of death, compensation shall be paid to the surviving spouse or the employee's estate. The maximum compensation for vacation credited and unused at the date of his/her separation is 80 hours. All amounts credited and unused above 80 hours upon separation will be transferred to the Catastrophic Leave Bank.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 7.5.3

Title: Adjunct Faculty Compensation & Contract Policy	
Originated by: Vice President of Business Services	Date: 11/14/2005
Revised by: Human Resources, CFO	Revision Date: 8/2011; 6/2024

Policy Statement: This policy is designed to provide standardized compensation for adjunct faculty teaching in credit and healthcare clinical programs.

Rationale: Equitable treatment of employees based on the employee's skills, education, and experience is a goal of Manhattan Area Technical College. Providing established guidelines is also a means to remain fiscally responsible to the College's constituency.

1. Adjunct Faculty Pay

- a. Pay for Credit Program Adjunct Faculty will be set at \$625.00 per semester credit hour (SCH) under the following conditions
 - i. The class has sufficient enrollment (normally twelve students) to justify the additional cost of instruction to the College.
 - ii. The adjunct faculty member does not exceed a total of 9 semester credit hours per semester, including the overload(s), without permission from the CAO.
 - iii. Should a class have an enrollment lower than the established 12 students and the faculty member is willing to teach for a reduced compensation, then the compensation may be adjusted according to enrollment at the time the class starts. For example, if a faculty member is to receive \$1,875 for a 3 SCH class and the enrollment is 10 students, then the teacher would receive \$1,562.50 or 10/12th of the standard pay.
- b. Pay for Healthcare Clinical Adjunct Instructors will be at an hourly rate of \$35.00, per the following conditions:
 - i. Healthcare Clinical Adjunct Instructors must submit and finalize hours worked in the designated timekeeping system as per college policy.
 - ii. Hours for Healthcare Clinical Instructors must be pre-approved by the Dean of Nursing Education and Health Programs.

2. Adjunct Faculty Contracts

- a. All adjunct faculty contracts will be negotiated on a semester-to-semester basis. All adjunct faculty contracts will be distributed after the beginning of the class

start date to ensure the class will have sufficient enrollment to be held during the semester.

- b. Contracts for healthcare clinical adjunct faculty are automatically renewed each semester unless terminated by the instructor or the college, or if the faculty member does not provide active instruction over the course of the following academic year.



Manhattan Area Technical College

Employee Handbook

Effective: **July 1, 2024**

3136 Dickens Ave.
Manhattan, KS 66503
(785) 587-2800

ManhattanTech.edu

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Welcome to Manhattan Area Technical College!

Manhattan Area Technical College (“MATC”, “College” or “Organization”) would like to welcome you to our Organization and we are pleased that you have chosen MATC as the place you want to work.

This Employee Handbook (“Handbook”) describes many of MATC’s policies and outlines many of the programs and benefits available to eligible employees.

This Handbook will answer many of your questions about your employment at MATC. We suggest you become familiar with this Handbook as soon as possible. If you have any questions, please contact the [Human Resources Office](#).

We hope your experience at MATC will be challenging, enjoyable and rewarding. Again, welcome!

Sincerely,

James Genandt

President/CEO

Section 1: Introduction

Introductory Statement

This Handbook is designed to acquaint and provide employees with information about working conditions, employee benefits and some of the policies affecting their employment. MATC policies and procedures are based on Kansas State statutes, guidance from the Kansas Board of Regents, best practices of higher education institutions with similar missions, and on the culture and heritage of MATC.

Employees are expected to read, understand and comply with all provisions of the Handbook. This Handbook describes many of the responsibilities of an employee and outlines the programs developed by MATC to benefit employees. One of MATC's objectives is to provide a work environment which is conducive to both personal and professional growth.

This Handbook and each policy in it replace all existing and/or prior policies and practices. To the extent that any policy in this Handbook conflicts with applicable state or federal law, the applicable state or federal law will apply. In the event of a discrepancy between the Employee Handbook and the Institutional Policy and Procedure Manual, the Institutional Policy and Procedure Manual will always take precedent. A copy of the Institutional Policy and Procedure Manual is located on MATC's intranet.

If an employee has a question or concern or would like additional information regarding any policy in this Handbook, he/she may contact the [Human Resources](#).

The information in this Handbook does not supersede any collective bargaining agreements. If a policy or information is covered in this Handbook and is included in the MATC Faculty Association Agreement ("Agreement", "Contract" or a "collective bargaining agreement"), the employee represented by such Faculty Agreement should first defer to the Agreement. Finally, it is not the intent of any provision in this Handbook for MATC to interfere with, restrain or coerce employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act.

No Handbook can anticipate every circumstance or question about a policy. The President/CEO is responsible for establishing and approving employment policies and reserves the right to revise policies, programs and benefit plans at any time, with or without advance notice. The President reserves the right to make exceptions when deemed necessary. Any exception granted by MATC is not intended to prevent and does not restrict its right to insist on adherence to the policy or practice in the future. Violation of policies and/or procedures may result in disciplinary action, up to and including termination of employment.

For additional information, please refer to the Institutional Policy and Procedure Manual, the MATC Course Catalog, and the MATC Student Handbook.

History

The passage of the Vocational Education Act of 1963 at the state and federal levels provided for the development and implementation of area vocational-technical schools in Kansas.

Manhattan Area Technical College was approved for operation in 1965 as Manhattan Area Vocational-Technical School. Governance for the institution was with the Manhattan-Ogden Unified School District 383 Board of Education.

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In 1992, the name Manhattan Area Vocational-Technical School was changed to Manhattan Area Technical Center by action of the USD 383 Board of Education. During the 1994 Kansas legislative session, Senate Bill 586 was signed into law providing permissive legislation for area vocational-technical schools to convert to technical colleges.

On July 1, 1996, after two (2) years of deliberation and hard work, the conversion of Manhattan Area Technical Center to Manhattan Area Technical College was official, as a result of the Kansas legislative process and the signing of House Bill 1606 by Kansas Governor Bill Graves.

As a result of the conversion, Manhattan Area Technical College continues to provide quality programs designed to prepare people for work by providing them with the technical and academic skills necessary for employment and career advancement.

Mission

MATC provides high quality technical, general, and adult education to prepare individuals to pursue technologically advanced careers and lead productive lives in a dynamic and diverse global environment.

Governance

MATC is a coordinated, locally controlled institution of higher education. As a public college, MATC is coordinated by the Kansas Board of Regents. MATC is governed by the MATC Board of Directors and the President/CEO reports directly to the Board.

Nature of Employment

By law, an employee's employment with MATC is employment "at will." "At will" means employees are free to resign at any time, for any reason or for no reason, with or without cause and with or without advance notice. Likewise, "at will" means MATC may terminate an employee's employment at any time, for any reason or for no reason, with or without cause and with or without advance notice. No representative of MATC has the right to make an exception to "at will" employment. If a professional bargaining unit agreement is in effect, the terms of that agreement may affect the "at will" condition for employees covered under the agreement. Such an impact will be disclosed in the negotiated agreement and in appropriate specific college policies/procedures.

Although MATC hopes each employee's tenure at MATC will be long-lasting, MATC makes no commitment to an employee's continued employment for any specific duration. Further, this Handbook is not intended to create a contract of employment of any kind, expressed or implied.

Equal Employment Opportunity

It is the policy of MATC to provide equal employment opportunities to all employees, employment applicants and other covered persons without regard to unlawful considerations of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws.

This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination.

MATC expects all employees to act in accordance with our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination, harassment, and

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retaliation.

In the event you believe that a violation of this policy has occurred, please follow the Unlawful Harassment and Complaint Procedure. MATC will investigate your complaint and take appropriate remedial action. Anyone who violates this policy will be subject to discipline, up to and including termination of employment.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

Questions regarding equal employment opportunity should be directed to the Title IX and Section 504 Coordinator/ADA Coordinator, 3136 Dickens Ave., Manhattan, KS, 66503, (785) 587-2800, TitleIX@manhattantech.edu.

For additional information, please refer to the Institutional Policy and Procedure Manual, [Policy No. 37.2](#) and 7.1.1.

Disclaimer Regarding the Right to Engage in NLRA-Protected Activity

This Handbook is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Act ("NLRA"). MATC will not construe the policies within this Handbook in a way that limits such rights.

Employees have the right to engage in or refrain from activities protected by the NLRA.

Immigration Law Compliance

MATC is committed to employing only people who are United States citizens, or who are non-citizens legally authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, every new employee at MATC is required to complete the Employment Eligibility Verification Form I-9 and provide documentation that proves identity and employment eligibility.

Disability Accommodation

MATC is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act ("ADA"). It is MATC's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the college. MATC prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request an accommodation from their [Human Resources with their immediate supervisor included](#) and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. MATC then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made, or if any other possible accommodations

are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of MATC to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. MATC prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Unlawful Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

If any applicant or employee believes in good faith that he/she needs a reasonable accommodation because of a disability or if he/she would like additional information as to the existence and the location of services, activities and facilities which are accessible to and usable by individuals with disabilities, he/she must contact the Section 504 Coordinator/ADA Coordinator, MATC Human Resources Office and their immediate supervisor, 3136 Dickens Ave, Manhattan, KS 66503, (785) 587-2800.

Reasonable Accommodations for Pregnant Workers Policy

An employee may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to their immediate supervisor and human resources. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, Human Resources Personnel and/or the immediate supervisor will contact the employee to discuss the request and determine if an accommodation is reasonable and can be provided to the extent required by law, unless undue hardship to MATC would result.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, MATC will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

MATC prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation or who participate in an approved accommodation. An employee who violates this anti-retaliation provision may be subject to discipline, up to and including termination.

Nursing Mothers

MATC makes a reasonable accommodation for breast feeding mothers by allowing those employees to express milk during the workday when separated from their newborn child.

In compliance with the Providing Urgent Maternal Protections for Nursing Mothers Act (the "PUMP Act"), for up to one year after the child's birth, any employee who is breastfeeding will be provided reasonable break times to express breast milk. MATC has designated the room located in 104H of Nursing Department for this purpose.

Religious Accommodation

MATC is committed to providing a work environment that is respectful of the religious beliefs of all its employees. Consistent with this commitment, MATC will make good faith efforts to provide a reasonable religious accommodation to employees, temporary employees and interns whose sincerely held religious beliefs conflict with a MATC employment requirement, unless such an accommodation would create an undue hardship for MATC.

A reasonable accommodation in the workplace allows an employee to observe a sincerely held religious practice or belief, as long as it does not create undue hardship for MATC. MATC will provide reasonable accommodations to employees to observe a sincerely held religious belief under Title VII of the Civil Rights Act of 1964 provided that the organization has notice of their need for religious accommodations.

If an employee feels the employee needs an accommodation for a sincerely held religious belief, please notify their immediate Supervisor and Human Resources. The request should include the following information:

- a description of the requested accommodation; and
- the reason for the requested accommodation.

MATC makes determinations concerning religious accommodation requests on a case-by-case basis and relies on fact-specific inquiries to determine if it will provide a reasonable accommodation. The employee's Supervisor will notify the employee of MATC's determination of the employee's request.

MATC prohibits retaliation against employees who request a religious accommodation or who participate in an approved accommodation. An employee who violates this anti-retaliation provision may be subject to discipline, up to and including termination.

Section 2: Work Culture

Employee Relations

MATC believes the work conditions, wages and benefits offered to MATC employees are competitive and internally equitable. If employees have concerns about work conditions or compensation, MATC strongly encourages them to express these concerns openly and directly with their Supervisor.

MATC's experience has shown when employees deal openly and directly with their Supervisor, the work environment can be excellent, communications can be clear and attitudes can be positive. We believe MATC fully demonstrates its commitment to employees by attempting to respond timely to employee concerns in a good faith effort.

Personal Relationships in the Workplace

MATC wants to ensure its practices do not create situations such as conflicts of interest, favoritism, or adverse workplace relationships. This extends to practices involving employee hiring, promotion and transfer.

If a relationship or social activity between two or more employees:

- has the potential or effect of involving the employees, their coworkers, or MATC in any kind of dispute or conflict with other employees or third parties;

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- interferes with the work of any employee;
- creates a harassing, demeaning, or hostile working environment for any employee;
- disrupts the smooth and orderly flow of work within the office or the delivery of services to MATC's students;
- harms the goodwill and reputation of MATC among its students or in the community at large; or
- tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship;

then the employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and including termination, depending on the circumstances.

Employees that find themselves in a situation where the perception of such interpersonal relationships or social activities are present, must disclose and communicate on the matter to Human Resources, and the Title IX Coordinator. Failure to timely self-report such may result in disciplinary action up to and including termination.

See also 'Conflicts of Interest' (page 13).

Business Ethics and Conduct

As an organization, MATC is committed to complying with all applicable laws and regulations. Similarly, MATC requires employees to carefully adhere to all applicable laws and regulations and maintain the highest standard of conduct and personal integrity, while avoiding any acts which are illegal, dishonest, immoral or unethical.

We expect MATC employees to be ethical and to conduct themselves in ways which protect the interests and safety of all employees, MATC and our students. Employees owe a duty to MATC and our students to act in ways which will earn the continued trust and confidence of the public.

It is the responsibility of every MATC employee to comply with MATC's policy of business ethics and conduct. This demands that while conducting MATC business and/or representing MATC, employees refrain from any behavior which might be viewed unfavorably by current or potential students or by the public at large.

Appropriate student conduct should be enforced in accordance with MATC student handbook. Employees are expected to be familiar with the MATC student handbook and the policies of student conduct.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.2.1.

Unlawful Discrimination, Harassment and Retaliation

Please refer to Policy 3.7.2 for full detail on MATC's Nondiscrimination & Harassment Policy.

Manhattan Area Technical College adheres to all federal, state, and local laws prohibiting discrimination and harassment in employment and education. Employees and non-employees representing MATC are prohibited from engaging in any form of unlawful harassment or discrimination against students, job applicants, contractors, volunteers or visitors to MATC based on actual or perceived race, color, creed,

religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws. Such conduct will not be tolerated by MATC.

Unlawful Discrimination refers to different treatment to someone with respect to their employment or education based on one or multiple protected characteristics (race, sex, age, etc.). Unlawful Discrimination may be associated with disparate treatment or impact regarding its implementation and effects on others.

Unlawful harassment refers to conduct that (1) has the purpose or effect of creating an intimidating, hostile, or offensive environment, (2) substantially interferes with employee work performance, or (3) otherwise adversely affects conditions or opportunities of employment for an individual or group per their membership in a protected class. Harassment may encompass a wide range of verbal, physical and visual behaviors which may be sexual or non-sexual in nature, including stereotyping, slurs, offensive gestures or language, hazing, written or graphic materials, and other such conduct.

Sexual Harassment refers specifically to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, whereby (1) submission to or rejection of such conduct is an explicit or implicit term or condition of employment, or as a basis for employment decisions; or whereby (2) such conduct has the purpose or effect of unreasonably interfering in one's work performance or creating an intimidating, hostile or offensive work environment. The following behaviors are subject to be classified as sexual harassment based on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether involving physical touch or not
- Sexual jokes, innuendos, comments, or pranks which are viewed as offensive, hostile, or humiliating
- Unwelcome and suggestive gestures or verbal cues such as leering, catcalling or physical touch.
- Displaying sexually suggestive images, videos or objects
- Inquiries or Discussions of one's sexual experiences and activities

Though this list may not encompass all possible behaviors and activities that may be considered sexual harassment, employees are to be conscientious and proactive in ensuring that they avoid engaging in behavior which may constitute as such.

Unlawful discrimination and harassment are strictly prohibited at MATC along with retaliation against employees for submitting a complaint of unlawful discrimination or harassment. Furthermore, retaliation against any employee for cooperating in the investigation of a complaint of discrimination or harassment is illegal and prohibited by the college.

Discrimination & Harassment Complaint Procedure & Reporting Responsibility:

If an employee feels in good faith that they have been subject to discrimination or harassment, they have an obligation to take reasonable steps to protect themselves and address the situation in adherence with institutional policy and procedure. This may include promptly and politely confronting the harasser to directly communicate that the harassment is unwelcome and asking that it stop in cases where the harassment is not severe or pervasive. If the harassment is severe or pervasive, and/or the employee does not feel safe addressing the harasser directly, they should promptly report the situation to MATC's Title IX Coordinator or Deputy Coordinator.

Complaints of unlawful discrimination, harassment, and/or retaliation should be provided verbally or in writing to the Title IX Coordinator or the Deputy Title IX Coordinator. Reports may be submitted online through <https://manhattantech.edu/reportingform> or emailed to TitleIX@manhattantech.edu.

Furthermore, all MATC employees are Mandated Reporters and are expected to promptly report all known details of actual or suspected discrimination, harassment, and/or retaliation to the Title IX Coordinator or Deputy Coordinator as well.

Complaints of unlawful discrimination or harassment will be promptly addressed and investigated as necessary, and appropriate action will be taken when warranted for resolution. Confidentiality will be maintained to the extent reasonably possible under the circumstances. If MATC believes that a violation of this policy has occurred or the behavior in question was inappropriate for any reason, then corrective action, up to and including immediate termination may be enacted.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the officials identified above.

For additional information, including contact information and resources, please refer to the Institutional Policy and Procedure Manual, Policy No. 3.7.2.

Confidentiality

Employees recognize and acknowledge Confidential Information constitutes valuable, secret, special and unique assets of MATC. Employees covenant and agree that for a period of one (1) year following termination of their employment with MATC for any reason, whether voluntary or involuntary, and whether with or without cause, employees will not disclose Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the prior written approval of MATC. Employees will be notified if any extension beyond the one (1) year period must be added. Such an extension notification will be done prior to the employee's separation from the institution. Employees also agree that they will only use Confidential Information when conducting MATC business. It is expressly understood and agreed that Confidential Information is the property of MATC and must be immediately returned to MATC upon demand.

The term "Confidential Information" includes all information, whether or not reduced to written or recorded form, which is related to MATC and which is not generally known or accessible to members of the public and/or competitors of MATC nor intended for general dissemination, whether furnished by MATC or compiled by the employee, including but not limited to: (i) trade secrets, methods of conducting business, vendor lists, prospect lists and records pertaining thereto (wherever located and in whatever format); and (ii) financial information and information relating to such matters as marketing strategies, data systems, management systems, and all other types of written information customarily used by MATC or available to employees; provided however Confidential Information shall not include information which (a) is or becomes publicly available other than as a result of disclosure by an employee or (b) is now or hereafter becomes available to an employee on a non-confidential basis from a source (other than MATC) which, to an employee's knowledge, is not prohibited from disclosing such information to an employee. Employees understand that it is MATC's intention to maintain the confidentiality of this information

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notwithstanding that employees of MATC may have free access to the information for the purpose of performing their duties with MATC. Employees acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it within MATC by confidential envelope or communication, in order to preserve the confidential nature of the information.

Employees in violation of MATC's Confidentiality Policy will be subject to disciplinary action, up to and including termination.

Non-Solicitation

MATC recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit contributions or donations or distribute literature concerning these activities during working time. "Working Time" is the time an employee is engaged or should be engaged in performing his/her work tasks for MATC.

Employees may only solicit other employees during "Non-Working Time", which includes lunch periods, work breaks or other periods in which employees are not on "Working Time."

In addition, the posting of written solicitations on MATC's **compliance** bulletin boards and solicitations by electronic means are restricted. MATC **compliance** bulletin boards display important information for employees and employees should consult them frequently for the following information:

- **Labor Law Postings**
- **Equal Opportunity Disclosure**
- **Important Workplace** announcements;
- workers compensation insurance information; and
- state disability insurance/unemployment insurance information.

If employees have a message of interest to the workplace, they may submit it to their Supervisor for approval.

Conflicts of Interest

All Area Board of Control and employees of MATC shall disclose all real or apparent conflicts of interest which they discover or that have been brought to their attention in connection with MATC's activities.

A "conflict of interest" occurs where a person is responsible for promoting the interest of MATC at the same time which he/she is involved in a competing personal interest (financial, business or personal). An employee who believes that he/she or a member of his/her immediate family might have a real or apparent conflict of interest, in addition to filing a notice of disclosure, must abstain from:

1. participating in discussions or deliberations with respect to the subject of the conflict (other than to present factual information or to answer questions),
2. using his/her personal influence to affect deliberations,
3. making motions,
4. voting,
5. executing agreements, or
6. taking similar actions on behalf of MATC where the conflict of interest might pertain by law,

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agreement, or otherwise.

At the discretion of the governing body or a committee thereof, a person with a real or apparent conflict of interest may be excused from all or any portion of discussion or deliberations with respect to the subject of the conflict.

An employee of the governing body or a committee thereof, who, having disclosed a conflict of interest, nevertheless shall be counted in determining the existence of a quorum at any meeting in which the subject of the conflict is discussed. The minutes of the meeting shall reflect the individual's disclosure, the vote thereon, and the individual's abstention from participation and voting.

MATC's President/CEO shall ensure all board members or employees and independent contractors of MATC are made aware of MATC's policy with respect to conflicts of interest.

Other issues of potential conflicts of interest will be handled on a case-by-case basis. Undisclosed or unresolved conflicts of interest may warrant disciplinary action, up to and including termination.

Gifts

Employees are prohibited from receiving gifts with a value over twenty-five dollars (\$25.00) from vendors, sales persons or other such individuals. An employee who violates this policy may be subject to disciplinary action, up to and including termination.

Employee Privacy

It is MATC's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, employees may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the company and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on company premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Social Media

At MATC, we understand that social media can be a fun and rewarding way to share life events and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, MATC has established these guidelines for appropriate use of social media. This policy applies to all employees who work for MATC.

Employees should have no expectation of privacy while using the Internet or social media. Postings may be reviewed by anyone, including the [Title or Department]. Refrain from using social media while on working time or on equipment MATC provides unless it is work-related as authorized by the [Title or Department]. Do not use MATC email addresses to register on social networks, blogs or other online tools utilized for personal use.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log or blog, journal or diary, personal web site,

social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with MATC, as well as any other form of electronic communication. The same principles and guidelines found in this Handbook apply to an employee's activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of an employee's conduct which adversely affects the employee's job performance, the performance of fellow employees or otherwise adversely affects [patients, members, client, etc], visitors or people who work on behalf of MATC or MATC's legitimate business interests may result in disciplinary action, up to and including termination.

Always be fair and courteous to fellow employees, [patients, members, client, etc], visitors, or people who work on behalf of MATC. Also, keep in mind that employees are more likely to resolve work-related complaints by speaking directly with their co-workers than by posting complaints to a social media outlet. Employees should not display or post video or other images of, or material about MATC's employees that are libelous, proprietary, harassing, bullying, discriminatory, retaliatory, or that can create a hostile work environment. Such conduct that would not be permissible in the workplace is not permissible between or among employees online, even if done during non-work hours and away from the workplace on personal devices or home computer. Nevertheless, if employees decide to post complaints or criticism, employees should not post content on social media that violates MATC's discrimination or harassment policies, or that is threatening or obscene. This rule does not prohibit activities protected by Section 7 of the National Labor Relations Act, such as employees' rights to discuss terms and conditions of employment or to seek public support during a labor dispute.

Employees always need to be honest and accurate when posting information or news, and if the employee makes a mistake, the employee should correct it quickly and be open about any previous posts which have been altered. Remember the Internet archives almost everything; therefore, even deleted postings can be searched. Employees must never post any information or rumors which they know to be false about MATC, fellow employees, students, visitors, and people working on behalf of MATC.

If an employee chooses to identify himself/herself as a MATC employee on a social media site, website or web blog, the employee must adhere to the following guidelines:

- MATC protects its confidential information (including its financial information, trade secrets, marketing lists, reports, internal communications, strategic business plans, competitor intelligence, business contracts, and other proprietary MATC information that is non-public and that employees can access). Employees should not display or disclose such confidential information through social media without prior written approval from MATC. This rule does not prohibit activities protected by Section 7 of the National Labor Relations Act, such as employees' rights to discuss terms and conditions of employment or to seek public support during a labor dispute.
- MATC protects its premises and processes. Employees should not record audio/video or take pictures of non-public areas of MATC's premises or of MATC's processes and display such content through social media without prior written approval of MATC. An exception to this rule would be to engage in activity protected by the National Labor Relations Act including, for example, taking

pictures or making recordings of health, safety, and/or working condition concerns, or of strike, protest, or work-related issues, or other protected concerted activities.

- Maintain the confidentiality of MATC's trade secrets, private or confidential, and proprietary information. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from a personal blog, website, or other social networking site to a MATC website without identifying oneself as a MATC employee.
- Express only personal opinions. Never represent oneself as a spokesperson for MATC. If MATC is a subject of the content an employee is creating, be clear and open about the fact the employee is an employee and make it clear that the employee's views do not represent those of MATC, fellow employees, [patients, members, client, etc], visitors or people working on behalf of MATC.
- When publishing a blog or post online related to the work performed for MATC or subjects associated with MATC, it must be made clear that the employee is not speaking on behalf of MATC. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of MATC."
- MATC prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Access to Personnel Files

MATC maintains an official personnel file on each employee. Employee personnel files are the property of MATC. Any current employee who wishes to review the employee's official personnel file should contact the [Human Resources Office](#). Access at reasonable times in the presence of the Vice President of Operations will normally be granted to current employees for legitimate purposes. Upon termination, employees no longer have access to their personnel files. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

MATC makes a good faith effort to preserve the confidentiality of personnel files. Therefore, Supervisors may have access to selected portions of the official personnel file of employees for legitimate business reasons only. It is important that employees update their personal records with the [Human Resources Office](#) immediately when there is a change to their mailing address, telephone number, marital status, dependents' information, educational accomplishments, emergency contact information and other possibly related information.

Telephone and Personal Cell Phone Use

It is the policy of MATC to answer all incoming telephone calls promptly and courteously. Employees should always use the approved greeting when answering the telephone and follow proper telephone etiquette when placing a caller on hold or transferring the call to voice mail.

While at work, employees are expected to exercise discretion when using MATC's telephones, as well as their personal cell phones. Excessive personal calls, text messages or e-mails during Working Time, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees should make personal calls on Non-Working Time when possible, and are responsible for

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informing friends and family members of this policy.

Flexibility will be provided in emergency situations; it is the employee's responsibility to inform their immediate Supervisor of such an emergency. Violations of this policy may result in disciplinary action, up to and including termination.

MATC is not liable for the loss of personal cell phones brought into the workplace.

Dress Code

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affects the business image MATC presents to the students and other visitors. Employees are expected to project a professional image appropriate to their work environment and job responsibilities while conducting MATC business or representing MATC.

Company Property

All employees are expected to cooperate in keeping MATC's offices and work areas in a neat and orderly condition. Each employee is responsible for his/her own working area and care should be taken each evening to clear desk surfaces and file cabinets of unnecessary clutter. Particular attention should be paid to common areas where all employees should assist in maintaining a clean and presentable workplace.

Employees are responsible for the loss, damage or theft of MATC-owned property due to their negligence. If property is worn or damaged through normal use, employees must return it to their Supervisor for replacement. MATC property provided to employees must be maintained and used only for proper work-related purposes and used in an appropriate manner.

MATC reserves the right to inspect all MATC property, or items stored on MATC property, to ensure compliance with its rules and regulations. While MATC will attempt to advise employees at the time of a search or inspection, MATC reserves the right to make any investigation or search with or without notice to employees, and in their absence.

No MATC property is to be removed from the premises without first obtaining the approval of the employee's Supervisor. If an employee's employment with MATC terminates, he/she must return all MATC-owned property at the time of termination as required by K.S.A. 44-319, as amended. MATC may withhold from the employee's paycheck or final paycheck the cost of any items which are not returned when required. MATC may also take all action deemed appropriate to recover or protect its property.

Facilities Use

MATC's facilities are for educational purposes. Personal projects such as working on vehicles for an individual at MATC during non-class time is discouraged. Outside work should be used for student training purposes and should be done during college hours. The President/CEO should approve the use of MATC facilities and equipment for outside projects. Employees may not use MATC facilities or equipment for personal gain.

The policy of the Administration shall be to encourage the utilization of the MATC's buildings and grounds by community groups. Such use of any MATC facility or college grounds, however, shall not interfere with the daily student routine or any MATC-sponsored student activity.

The President/CEO or designee must approve the use of the facilities by outside groups. MATC facilities

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cannot be used for private commercial purposes or promotion of any subversive doctrine. A user fee may be assessed to groups or organizations for the use of MATC facilities. A User Agreement will be required prior to the activity or event.

Outside and Self-Employment

An employee may hold a job with another company as long as he/she satisfactorily performs his/her job responsibilities with MATC. All employees will be judged by the same performance standards and will be subject to MATC's scheduling demands, regardless of any existing outside work requirements.

If MATC determines an employee's outside work interferes with performance or the ability to meet requirements of MATC as they are modified from time to time, the employee may be asked to terminate the outside employment if he/she wishes to remain with MATC. Outside employment will present a conflict of interest if it has an adverse impact on MATC.

Visitors in the Workplace

It is essential to the safety of MATC employees and to MATC's duties of confidentiality to be aware of visitors in the MATC building. All visitors should report to the Administrative Office upon arrival at MATC.

Those seeking general information about MATC and its programs will either be assisted by the Student Services Clerk or referred to the Administrative Office.

Agents, solicitors and salespersons shall not be permitted to take the time of instructors and students from normal student/teaching activities. Instructional employees should encourage salespersons, etc., to contact them before or after regular class hours.

Electronic Communication and Internet Use

All systems and electronic communications are to be used for business purposes only and in accordance with MATC's policies and procedures. All systems are subject to periodic audits for business and security purposes and should not be considered private. Please keep these guidelines in mind when using MATC's networks and the Internet.

Employees are advised not to store any personal information on MATC equipment. Examples of personal information include but are not limited to: music, pictures and personal documents, or any items consuming storage capacity on the MATC server or individual computer desktops. MATC is not responsible for an employee's lost personal files stored on MATC equipment.

MATC respects and protects the rights of its employees. Employee privacy, however, does not extend to the use of MATC equipment. All computer and/or electronic communication devices, and the use of these devices, are the property of MATC. Contents of a voicemail, email and other such communications are accessible at all times by the President/CEO for any business purpose.

Employees should not assume electronic communications of any kind are confidential and should have no expectation of privacy with respect to electronic communications.

Use of technology resources are contingent upon compliance with MATC's policies and standards and all governing federal, state, and local laws and regulations. All MATC students, faculty, administrators, staff, and guest users, authorized to use the MATC computing facilities and services, are responsible for reading,

understanding, and complying with the Institutional Policy and Procedure Manual, Policy No. 9.1.1.

Section 3: Employment

Employment Classification

It is important that employees know and understand the definitions of the employment classifications at MATC. Employment classifications help determine your employment status and what benefits you may be eligible for. If an employee has questions or is not sure what his/her employment classification is, he/she may contact his/her Supervisor.

Depending on the employee's job, he/she is either **nonexempt** ("classified") or **exempt** ("unclassified") from federal and state wage and hour laws. If an employee is considered classified, he/she is entitled to overtime pay under the specific provisions of federal and state laws and is paid on an hourly basis. If an employee is considered unclassified, he/she is excluded from specific provisions of federal and state wage and hour laws, including overtime pay and is paid on a salary basis. An employee's classified or unclassified status is determined by MATC.

In addition to being a classified or unclassified employee, employees also belong to one of the following employment categories:

If an employee is a classified FULL-TIME employee, he/she is regularly scheduled to work at least thirty-five (35) hours per work week for a full academic year. If an employee is an unclassified FULL-TIME employee, he/she is regularly scheduled to work at least forty (40) hours per week for a full academic year. In most cases, regular full-time employees are eligible for all MATC benefit programs, subject to the terms, conditions and limitations of each benefit program.

If an employee is a REGULAR PART-TIME employee, he/she is regularly scheduled to work less than thirty-five (35) hours per week or does not work for a full academic year. Part-time employees receive all legally mandated benefits, such as Social Security and workers compensation insurance. Part-time employees are eligible for some MATC benefits on a pro-rated basis subject to the terms, conditions and limitations of each benefit program.

If an employee is a SEASONAL/ADJUNCT employee, he/she is hired as an interim replacement to temporarily increase MATC's workforce or to help finish a specific project or to provide instruction on a per semester basis. Employees are in the temporary category for a limited time, normally for a period of six (6) months or less. Employees will continue to be considered a temporary employee until they are officially notified they have been assigned to a different category. Temporary employees receive all legally mandated benefits, such as Social Security and workers compensation insurance. Temporary employees are also eligible to participate in MATC's 403(b) program. Temporary employees are not eligible for other MATC benefit programs.

Employees represented by the MATC Faculty Association are classified according to the negotiated collective bargaining agreement.

Introductory Period

MATC has an introductory period for new and rehired employees. The introductory period for all new and rehired employees is the first ninety (90) calendar days following their hire or rehire date. During the

introductory period, MATC will evaluate the employees' work habits and abilities to make sure they can perform their job satisfactorily. The introductory period also provides employees time to decide if the new job meets their expectations.

Paydays

All employees are paid bi-monthly, receiving their pay check on the 15th day and the last day of the month. Paychecks are directly deposited into a designated bank account of the employee's choosing. Time cards and Leave Request forms are due to the Business Office seven (7) days prior to the payroll check date. If a pay day falls on a Saturday, Sunday and/or a holiday, pay checks will be issued on the day prior to the non-working day. Classified employees will receive overtime pay for all work performed through the end of the previous payroll period.

Pay Deductions

The law requires MATC to make certain deductions from each employee's compensation. Among these are applicable federal, state and local income taxes, Social Security and Medicare contributions, KPERS contributions or other deductions which may be required by law. In addition, employees may elect to participate in the MATC Section 125 Plan and/or a Tax Deferred Annuity Plan. Election forms for voluntary deductions may be obtained from the [Human Resources Office](#).

MATC does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions; and
- Any full workweek in which the employee does not perform any work.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave.

If an employee has a question regarding a deduction on his/her paycheck, he/she may contact [Human Resources](#).

Administrative Pay Corrections

MATC makes every effort to ensure employees are paid correctly and on schedule. If an employee finds a mistake in his/her pay (underpayment *or* overpayment), advise the [Human Resources Office](#) immediately so the error may be corrected as quickly as possible.

Timecards

Classified employees are responsible for accurately recording hours worked each day, and ensuring timecards reflect actual hours worked within each pay period. Altering, falsifying, or tampering with time records or recording time on another employee's time record is considered fraud and is grounds for immediate termination. Supervisors are responsible for reviewing and approving report employee timecards, per MATC's timecard management system.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.5.2.

Work Schedules

The regular workweek for full-time MATC employees runs Monday through Friday from 8:00 a.m. to 5:00 p.m. and consists of forty (40) hours, excluding lunch breaks. Employees will be provided with their work schedules by their Supervisor and will be notified promptly should any changes be made to their schedules. Employees should direct all questions regarding their schedule to their Supervisor.

Employees represented by the MATC Faculty Association are classified according to the negotiated collective bargaining agreement.

Meal Periods

Employee meal periods are established with MATC on the employee's first day of work. If an employee needs to change his/her meal period at any time, he/she must discuss such changes with his/her Supervisor.

Employees are provided with an employee kitchen to use during approved breaks and meal periods. It is the responsibility of all employees to maintain a comfortable, clean, and relaxing environment in the kitchen.

Adherence to meal period policies in the office are essential for efficient operations. Abuse of meal policies can place a heavy burden on co-workers. Employees are prohibited from skipping meal periods in order to leave work early without prior Supervisor approval. Employees must follow MATC's leave policies for any time off from their regular work schedules.

Overtime

There may be times when MATC is unable to meet its operating requirements or other needs during regular working hours. If this occurs, MATC may schedule employees to work overtime hours. When possible, MATC will try to give employees advance notice of a mandatory overtime assignment. It is MATC's policy that no overtime can be worked by classified employees without the prior approval and authorization of the Supervisor. Classified Employees that are at risk for working overtime hours must discuss the matter with their supervisor in advance, and identify opportunities for flexible scheduling or utilizing Overtime Compensatory Time per Policy 7.5.2. Failure to attain authorization for overtime by the supervisor, may result in disciplinary action up to and including termination.

Classified employees will receive overtime pay in accordance with the federal and state wage and hour laws. Classified employees will receive overtime pay at one and one half (1½) times their regular hourly wage for all hours worked over forty (40) hours in a standard work week. For the purposes of calculating overtime, MATC's standard work week begins at 12:01 a.m. on Saturday and ends at 11:59 p.m. on the

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following **Friday**. Overtime pay is based on the actual hours worked. For this reason, time off for holidays, vacation, illness, and other paid or unpaid leaves of absence are not counted as hours worked when calculating overtime pay. **Employees may apply to receive Compensatory Time in lieu of Overtime Pay at one and one half (1½) times the number of overtime hours worked. Overtime Compensatory Time agreements and approvals, must be communicated to MATC payroll personnel and entered as 'Holiday Leave' in the employee timekeeping system.**

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.5.2.

Unclassified employees are exempt from eligibility for overtime compensation.

Internal Transfers and Promotions

MATC believes employees are our most important asset. MATC is committed to training and career development to help employees prepare for advancement. MATC favors promoting and transferring our own employees into different positions when possible.

Promotions and transfers are based on job-related criteria. Employees are evaluated for promotion and transfers based on a review of how their qualifications—including their skills, knowledge, abilities, experience, and educational backgrounds—match up with the essential requirements and functions of the job in question. Other factors considered, include disciplinary records, performance evaluations, merit increases, attendance, interpersonal skills, aptitudes, interests, leadership potential and Supervisor recommendations. Employees are encouraged to update their resumes regularly and keep a current copy of their resume on file with the Vice President of Operations.

Company Credit Cards

MATC will issue company credit cards to certain employees for use in their jobs. Use of MATC-issued credit cards is a privilege which MATC may withdraw in the event of serious or repeated abuse. Any credit card MATC issues to an employee must be used for business purposes only and in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose such as for any personal purchases or any other transactions which are not authorized or necessary to carry out their duties.

Any purchases an employee makes with MATC's credit card in violation of this policy may result in disciplinary action, up to and including termination. **For additional information on authorization of purchases, please Refer to the Institutional Policy and Procedure Manual, Policy 6.2.1.**

Travel Expense Reimbursement

MATC will reimburse employees for expenses associated with authorized business travel. Employees must comply with MATC's policies in order to receive reimbursement for their travel expenses. Employees must make travel arrangements, including airline, bus, railroad and rental car reservations, but are required to reserve the least expensive class of transportation available, such as coach or economy class, unless the employee has received prior approval from his/her Supervisor.

Employees must submit acceptable documentation with their expense reports to substantiate all travel expenses. Acceptable documentation must include expense amounts, the date and location where expenses were incurred, as well as the business purpose of the expenses. Examples of acceptable

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documentation include original invoices and receipts issued by vendors and employees' credit card receipts.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 6.2.4 and the MATC Employee Travel Handbook.

Section 4: Benefits

Employee Benefits

MATC provides eligible employees with many benefits. Legally required benefits include Social Security, Medicare, workers compensation and unemployment insurance. Employment classification determines benefit eligibility. To the extent there is a conflict between a benefit description contained in this Handbook and the actual terms of the applicable formal plan document or summary plan description for a particular benefit, the formal plan document will control.

Holidays

MATC offers paid holidays to full-time employees who work the full twelve (12) months, and regular part-time employees working a minimum of twenty (20) hours per week for the full twelve (12) months. On the holiday, full-time employees will be paid for regularly scheduled hours which the employee would have been scheduled to work. Part-time employees working a minimum of 20 hours per week for 12 months, shall receive holiday pay for hours which cannot be rescheduled during the work week. Seasonal employees or part-time employees working less than twenty hours per week, shall not receive holiday pay. For the purposes of this policy, part-time employee includes any professional or classified employee that works less than thirty-five (35) hours per week. Employees represented by the MATC Faculty Association are awarded paid holidays according to the negotiated collective bargaining agreement.

Employees should refer to MATC's calendar for a listing of holidays recognized by MATC.

The President/CEO will approve the Holiday schedule for the year. Holidays which fall on a Saturday will normally be observed on the preceding Friday. If a holiday falls on a Sunday, it will normally be observed on the following Monday. In order to receive holiday pay, an employee must be in pay status and working both the day before and the day following the holiday. Vacation or medical leave can also be used to meet the pay status eligibility for the days preceding and following the holiday. Employees on unpaid leaves of absence shall not receive holiday pay.

Holiday pay will not be used to calculate overtime pay.

Paid Leave

MATC provides vacation, sick and personal paid time off to eligible full-time and part-time employees to provide opportunities for rest, relaxation and personal pursuits. MATC allows classified and unclassified employees to accrue paid leave based on the employee's classification. Paid leave begins accruing in the subsequent pay period following the employee's hire date. Employees represented by the MATC Faculty Association are awarded paid leave according to the negotiated collective bargaining agreement. For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.4.5 and 7.5.2 for more details.

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Requests for paid leave must be submitted electronically to the employee's immediate Supervisor according to MATC timekeeping and leave procedures. Supervisors have the discretion to deny leave requests, taking into account the workload/needs of the department. Requests by employees to use their accrued vacation, sick or personal leave time should be made according to departmental policy.

An employee may not take any leave which has not been accrued. Leave earned by an employee during the payperiod shall be available for use on the first day of the following payperiod. If an employee resigns or is otherwise separated from employment, paid vacation leave earned in the pay period in which the separation occurs shall be credited to the employee. No vacation or sick leave accrues during a period while an employee is on an unpaid leave of absence.

Employees will be compensated for up to eighty (80) hours, paid at their regular hourly rate, of unused, accrued vacation time following their separation as long as the employee has provided two (2) weeks written notice, unless otherwise waived by the Supervisor. In the case of a death, compensation shall be paid to the surviving spouse or the employee's estate.

Vacation Accruals:

- Full-time Unclassified employees accrue vacation time at a rate of 13.33 hours per month, totaling 160 hours per year.
- Full-time Classified employees who work at least thirty-five (35) per week accrue vacation time on the first of the month following their anniversary date as set forth in the following table:

Years of Employment	Hours Accrued Per Year	Days Accrued Per Year	Hours Accrued Per Month
0-2	96 hours	12 days	8 hours
2+	160 hours	30 days	13.33 hours

Employees may accumulate and carry over no more than ten (10) vacation days to the following fiscal year. Any official MATC holiday which occurs during an employee's scheduled vacation will not be counted as a day of vacation. An employee may not waive vacation leave for the purpose of receiving double pay.

Seasonal or part-time employees working less than 20 hours per week do not earn or accrue paid vacation time. Regular Part-time employees working at least 20 hours per week for 12 months accrue vacation leave at a rate of 8 hours per month or 96 hours per year.

Sick leave Accruals:

Sick leave may be used for illness, injury, or medical complications experienced by the employee. Sick leave may also be used to care for a member of the employee's family. A physician's statement may be required after two (2) consecutive days of sick leave at the discretion of the immediate Supervisor.

- Full-time Unclassified employees: accrue sick time at a rate of 6.67 hours per month, totally eighty
- (80) hours per year. Full-time Classified employees who work thirty-five (35) hours per week: accrue sick time at a rate of eight (8) hours per month, totaling ninety-six (96) hours per year.
- Part-time employees that are eligible to receive vacation leave may use those available hours for sick leave time-off as needed.

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Employees may accumulate and carry over no more than ninety (90) sick days to the following fiscal year.

In the event an employee is ill and has exhausted all available sick leave, vacation and/or personal leave will be exhausted for time away from work. Leave without pay will be allowed only after all leave balances are exhausted.

Personal Leave:

Full-time Classified and Unclassified employees are awarded sixteen (16) hours of personal leave on the first day of their employment. 16 hours of Personal Leave are provided to full-time employees for continuing employment, following the first pay period in July each year.

Employees may accumulate and carry over no more than five (5) personal days to the following fiscal year.

Catastrophic Leave Bank Program

MATC's **Catastrophic Leave Bank** provides a bank of leave hours for employees who would otherwise need to take leave without pay because of catastrophic illnesses or injuries of the employee or a qualifying family member.

For additional details regarding eligibility and procedures, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.8.3.

Jury Duty

Employees receiving notice to serve jury duty must request to be relieved from work at MATC prior to serving. Those who do serve on jury duty will receive their full salary during the period of such service.

Time Off to Vote

On official federal, state and local election days, employees may exercise their right to vote in elections. Employees who choose to vote should do so before work or after work. If it becomes impossible to vote before or after work, the employee should speak with his/her Supervisor about other options.

Bereavement Leave

Employees may use **their available paid** leave for the death of a family member. The employee must notify his/her supervisor as soon as the day(s) of the absence are known. The employee **submit a formal leave request per MATC procedure** prior to leaving or immediately upon returning to work. Employees represented by the MATC Faculty Association are awarded bereavement according to the negotiated collective bargaining agreement.

Health Insurance

Employees who work thirty (30) hours or more per week are eligible to participate in MATC's health insurance plan on the first of the month following their hire date. MATC pays the entire premium for individual coverage. Additional coverage for spouses and dependents are available at the employee's expense.

MATC will pay up to a dollar limit for employees represented by the MATC Faculty Association in accordance with negotiated collective bargaining agreement. Any premiums over and above the limit will be deducted from the employee's pay check.

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For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.4.1.

Dental and Vision Insurance

Full-time employees and regular part-time employees are eligible to participate in MATC's dental and/or vision insurance plans on the first day of the month following their first day of employment. If an employee does not enroll when initially eligible, he/she may enroll during the next annual enrollment period or when experiencing a qualifying change in status.

Section 125 Cafeteria Plan

MATC offers a Section 125 Cafeteria Plan which allows employees to elect to have a designated number of dollars deducted for their pay check to pay for benefit items such as group health premiums including medical and dental insurance coverage, approved un-reimbursed medical expenses and approved dependent care expenses on a pre-tax basis.

In order to qualify for the cafeteria plan (flex spending plan) an employee must meet the following criteria.

- Be over the age of 18 years; and
- Work at least six hundred and thirty (630) hours per year

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.4.2.

Tax Sheltered Annuity Plan

Employees of public schools and certain tax exempt organizations may contribute to an annuity to supplement their retirement also known as the 403(b) Retirement Savings Plan. MATC has established a plan to allow employees to make elective deferrals using a salary reduction agreement.

See the Human Resources Office for additional information.

KPERS Retirement

MATC is a member of the Kansas Public Employees Retirement System (KPERS). Membership is mandatory for all covered employees. All regular employees who work a minimum of six hundred and thirty (630) hours per year are covered by KPERS. Employees become members of KPERS on their first day of employment. A mandatory contribution of six percent (6%) is fixed by Kansas statute and will be deducted from each eligible employee's pay check.

Group Term Life Insurance (KPERS)

All active KPERS members are provided with basic group life insurance on behalf of MATC. The entire premium is paid for by MATC. The death benefit is currently one hundred-fifty percent (150%) of the employee's annual compensation.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.4.3.

Long Term Disability Benefits (KPERS)

All active KPERS members have disability income benefits. The entire premium is paid for by MATC. Disability income benefits provide a monthly benefit based on sixty percent (60%) of the employee's annual compensation. To qualify for a disability benefit, an employee must be totally disabled for one hundred- eighty (180) continuous days.

For more information see the KPERS Membership Information Manual.

Employee Development

MATC encourages employees to enhance knowledge and skills and to network with other professionals, thus improving potential for future opportunities. MATC recognizes that for development purposes, employees may need to attend training seminars or workshops conducted off-site or join professional associations which will enable them to remain abreast of best practices in their respective fields. MATC will reimburse full-time employees for reasonable expenses incurred while attending meetings or conferences, including registration, travel, hotel accommodations and meals. All expenses must be approved by the employee's Supervisor prior to registration.

Professional Memberships

Employees are encouraged to be members of and participate in professional organizations such as the Kansas Association for Career and Technical Education, the Association for Career and Technical Education, trade and business associations, and organizations related to their area of expertise.

The following policy will apply to payment of organization memberships/dues:

- Individual memberships/dues are the responsibility of the individual.
- Institutional memberships/dues may be paid by MATC when approved by the President/CEO.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

COBRA provides employees and their qualified beneficiaries the opportunity to continue health insurance coverage under MATC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events may include, but are not limited to resignation, termination of employment or death of an employee, a reduction in an employee's work hours, a leave of absence, an employee's divorce or legal separation and/or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at MATC's group rate, plus an administration fee. MATC provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under MATC's health insurance plan. The notice contains important information about the employee's rights and obligations.

Patient Protection and Affordable Care Act

The federal Patient Protection and Affordable Care Act, commonly called the Affordable Care Act ("ACA"), was signed into law in March 2010 with the goal of reforming both the country's private and public health insurance systems in order to expand coverage to more Americans with affordable, quality health insurance.

The ACA applies to employers with fifty (50) or more full-time employees. For purposes of the ACA, an employee is considered full-time if he/she works at least thirty (30) hours per week.

Although the ACA continues to evolve, key provisions of the law are intended to expand access to insurance, increase consumer protection, emphasize prevention and wellness, improve quality and system performance, expand the health workforce and curb rising health care costs.

For more information about the ACA, please contact the Vice President of Operations or visit one of these websites: www.healthcare.gov; www.hhs.gov/healthcare.

Family Medical Leave Act (FMLA)

It is the policy of MATC to provide family and medical leave in accordance with applicable law, including the Family and Medical Leave Act of 1993 (FMLA), 2008 amendments to the FMLA, and the Americans with Disabilities Act of 1990 (ADA).

When a qualifying event has been identified and communicated to the Vice President of Operations, a letter will be sent to the employee acknowledging his/her eligibility for leave.

Eligible employees are entitled to:

- Basic FMLA – up to twelve (12) weeks of unpaid leave per a rolling twelve (12)-month period for one of the following reasons: the birth or adoption of a child; to care for a seriously ill member of the employee’s immediate family (parent, child or spouse); or the employee’s own serious illness.
- Active Duty Leave – up to twelve (12) weeks of unpaid leave per a rolling twelve (12)-month period “for 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. Military Caregiver Leave – up to twenty-six (26) weeks of unpaid leave per a rolling twelve (12)- month period for an employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member who is recovering from a serious illness or injury sustained in the line of duty on active duty, as well as veterans undergoing medical treatment, recuperation or therapy for serious injury or illness which occurred any time during the five (5) years preceding the date of treatment.

Note: The maximum amount of *combined* leave is twenty-six (26) weeks for Basic FMLA/Active Duty Leave (exigency) and Military Caregiver.

For additional information about FMLA, please contact the Vice President of Operations or visit <http://www.dol.gov/whd/fmla/>.

Military Leave

MATC complies with all requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state military leave laws.

With proper documentation, a request for military leave for reserve duty or for active duty in the United States military or in the state national guard will be granted to any regular full-time or part-time employee without pay. Employees must promptly notify their Supervisor upon receipt of orders.

If an employee’s absence is expected to last six (6) months or less, the employee will be placed on military leave of absence status. If an employee’s absence is expected to exceed six (6) months, or the length of absence cannot be reasonably estimated, the employee will be separated from employment subject to reinstatement and bridging of service rights as required by law. The maximum amount of military leave is a cumulative period of five (5) years, as provided by law.

At the option of the employee, the employee may use previously earned, but unused, vacation, sick or personal hours while on military leave of absence. Upon return from military duty, an employee will be restored to such job and credited with such seniority and benefits as may be required by law.

If an employee has questions regarding MATC's military leave policy, applicable state and federal laws and continuation of benefits, he/she should speak with the Vice President of Operations.

Section 5: Performance Standards

Performance Evaluations

The purpose of performance evaluations is to provide an objective and consistent means of measuring employees' overall effectiveness in their jobs and to set goals for future performance and professional growth. Supervisors and employees are given an opportunity to communicate openly regarding expected standards of performance, noteworthy accomplishments and progress, areas for improvement and career development potential.

- Faculty members will be evaluated according to Kansas Law and the MATC negotiated collective bargaining agreement. Administrators/Professional Employees/Classified Employees will be evaluated on a yearly basis.

Following each evaluation, the employee and evaluator will meet to discuss the results, after which the employee will be asked to sign the evaluation. The employee's signature does not mean the employee agrees with the evaluation; rather, it indicates only that the evaluation has been completed and the employee has been informed of the results.

All evaluations are placed in the employee's personnel file located in the Personnel/Business Office. An employee has the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file if such statement is filed within two (2) weeks of the evaluation conference.

Attendance and Punctuality

MATC expects employees to be present during their designated working hours. Attendance, punctuality, dependability and a commitment to do the job right are essential at all times. As such, employees are expected to be at work on scheduled workdays, during scheduled work hours, and to report to work on time.

The following are examples of violations of the attendance and punctuality policy:

- excessive tardiness and absenteeism;
- leaving work early without a Supervisor's approval;
- unauthorized absences from the work area; and
- failure to directly notify your Supervisor of an absence before the beginning of the scheduled work day.

Occasionally it may be necessary for an employee to be absent or late for his/her work shift. MATC is aware and sensitive to the nature of emergencies, illness, or pressing personal business which cannot be scheduled outside of an employee's work hours. Vacation days, sick days and personal days are provided for these occasions.

It is the responsibility of the employee's Supervisor to monitor and maintain a record of his/her attendance.

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If an employee is absent for three (3) consecutive work days without directly notifying his/her Supervisor, the employee will be considered to have abandoned his/her job and voluntarily terminated employment with MATC.

All employees are expected to be at their work station ready to begin work promptly at their scheduled start time. Employees must notify their Supervisor if they are unable to report to work on time. Violations of the attendance and punctuality policy may result in disciplinary action, up to and including termination.

Progressive Discipline

MATC administers equitable and consistent discipline for unsatisfactory conduct or performance in the workplace. MATC's own best interest lies in ensuring fair treatment of all employees and in making certain disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent its recurrence and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of the following steps – verbal counseling, written counseling, written reprimand, suspension with pay, suspension without pay, demotion or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed, at the President/CEO's discretion.

MATC recognizes there are certain types of employee problems serious enough to justify either a suspension, or in extreme situations, termination of employment, without going through the progressive discipline steps. By using progressive discipline, MATC hopes most employee problems will be corrected at an early stage, benefiting both the employee and MATC.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 7.2.2.

Problem Resolution

A grievance procedure has been established to allow an employee a mechanism through which he/she can be heard.

Faculty members will be covered by the negotiated collective bargaining agreement between the recognized bargaining organization and MATC.

Grievances by non-faculty employees should be made in accordance with Policy No. 3.7.4 which can be found in the Institutional Policy and Procedure Manual.

Salary Review

Each position is assigned a salary range which is commensurate with the nature of the position. Determination of an appropriate range takes into consideration the diversity and complexity of duties, the amount of responsibility and judgement exercised, as well as the qualifications required. Within this structure, each employee will be compensated on the basis of performance and contribution to the accomplishment of MATC's objectives. MATC's salary ranges are designed to achieve the following goals:

- ensure fair and consistent pay practices;
- comply with applicable federal and state laws and regulations;
- operate within the constraints of MATC's budgetary process and financial resource limitations;

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- ensure administrative efficiency; and
- allow MATC to offer competitive salaries relative to the labor markets in which MATC recruits.

Section 6: Safety and Security

Health and Safety

MATC strives to provide each employee with a safe, comfortable and healthy work environment. MATC provides employees with the tools, training, facilities and information necessary to work in a safe and efficient manner. MATC asks employees to approach work with a thoughtfulness which reflects respect for individual health and the safety of co-workers. Anyone noticing a violation of the Occupational Safety and Health Act (OSHA) or who feels unsafe in his/her work environment should notify the President/CEO.

Crime Awareness and Campus Security

MATC employees should make every effort to be aware of strangers on the premises. Anyone noticing an unfamiliar or unauthorized person on the premises should contact MATC personnel. An area unlocked by an employee must be locked upon leaving. Keys are provided to employees requiring access and are the property of MATC. All employees with a key must return the key immediately upon request.

MATC is equipped with a video surveillance system for the safety and security of students, employees and the protection of MATC property. Employees understand that while on campus, their activities may be recorded, and should conduct themselves accordingly.

The Riley County Police Department is the primary source of enforcement authority for MATC. Any student or employee of MATC who observes criminal activity should immediately contact MATC personnel or the Riley County Police Department. The President/CEO shall be immediately informed of any crime committed.

Intramural sports, departmental field trips, and department club activities which take place off campus are officially sponsored college activities. Any crimes committed against participants, their property, or the facilities are considered as crimes committed on campus.

Employees should not bring large sums of money, jewelry or other valuables to work. MATC is not responsible for personal property that is lost, damaged, stolen or destroyed, including personal vehicles.

On-The-Job Accident Reporting

Any job-related injury or illness, regardless of severity, must be reported as soon as practical to the employee's Supervisor for prompt and trained evaluation and medical attention. For non-life threatening injuries, the employee must report the accident or injury to his/her Supervisor within twenty-four (24) hours. This policy is not to preclude an employee from calling 911 or emergency personnel should the situation warrant immediate medical attention. The employee's Supervisor will complete an initial safety incident report and forward it to the main office.

Failure to observe and follow the accident reporting procedures is grounds for disciplinary action, up to and including termination of employment.

Workplace Violence Prevention

MATC is committed to preventing workplace violence and creating a safe work environment. This policy

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explains MATC's guidelines for dealing with intimidation, harassment, violent acts or threats of violence which might occur during business hours or during work-related settings. MATC does not allow behavior in the workplace at any time which threatens, intimidates, or coerces other employees or vendors.

Employees should immediately report a violent act or a threat of violence by anyone to their Supervisor. MATC will promptly investigate all reports of violent acts or threats of violence, as well as all suspicious people and activities involved. MATC will protect the identity of a person who makes a report when reasonably possible to do so under the circumstances. Until MATC has investigated a report, MATC may suspend an employee, either with or without pay, if MATC believes it is necessary for safety reasons and/or to conduct the investigation. If an employee commits a violent act, threatens violence or violates these guidelines in any way, he/she will be subject to disciplinary action, up to and including termination.

MATC wants to help employees resolve their problems before they become more serious and possibly violent. MATC will not discipline any employee who reports violent acts or threats of violence to MATC's attention in good faith.

Weapons Free Workplace

MATC is committed to maintaining a safe, healthy, secure and efficient working environment for its employees, and to protecting MATC property, equipment and operations. MATC is concerned about the danger and risk posed by the presence of weapons to the health and safety of both employees and persons in the community.

To this end, **no weapons or explosives of any type will be allowed on MATC's premises.** Weapons include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Therefore, possession and/or use of all weapons on MATC premises before, during or after the time an employee is on duty is not permitted. Premises are defined as: MATC owned or leased buildings or vehicles. Employees, students, vendors, patrons and visitors are covered by this policy. Failure to abide by all terms and conditions of the policies described above may result in disciplinary action, up to and including termination and/or prosecution.

This policy shall not be construed to create any duty or obligation on the part of MATC to take any actions beyond those required of an employee by existing law.

If an employee becomes aware of anyone violating this policy, he/she should report it to **MATC Security Personnel** immediately.

For additional information and details, please refer to the Institutional Policy and Procedure Manual, Policy No. 5.10.3.

Tobacco Use

MATC prohibits the use of tobacco in any form throughout all of MATC's buildings. Employees may use tobacco products outside in the designated areas during approved breaks. Employees who use smokeless tobacco should use a disposable container. Employee violating this policy are subject to disciplinary action, up to and including termination. **For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 6.5.0.**

Drug and Alcohol Use

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MATC is committed to providing and maintaining a drug-free and alcohol-free workplace. Therefore, the following conduct is prohibited on or in MATC's property or on MATC's time, by employees and non-employees:

- the unlawful use, possession, sale, distribution, dispensation or manufacture of any illegal drug;
- the use, possession, transfer or sale of any paraphernalia which is reasonably believed to be used in connection with illegal drugs;
- working while under the influence of illegal drugs, even if used or consumed off-duty or off-premises; and/or
- working while under the influence of alcohol, even if used or consumed off duty or off premises.

"Legally prescribed drugs" are defined as any prescription or nonprescription drug which may impair working ability. If an employee takes a legally prescribed drug he/she must notify his/her Supervisor if its use is expected to adversely affect the performance of the essential functions of his/her job. Employees have a duty to know if the legal prescription or nonprescription drugs they are taking may impair their ability to work.

MATC reserves the right to conduct drug and/or alcohol tests at any time, with or without reasonable suspicion and with or without advance notice. Such testing may include pre-employment (including job transfers and promotions), post-accident, reasonable suspicion, periodic, random, post-leave, post-rehabilitation, and/or any other types of testing. In addition, MATC reserves the right to search employees and their work areas without advance notice and without reasonable suspicion. Refusal to cooperate in these procedures may result in disciplinary action, up to and including termination.

A violation of this policy requires the President/CEO or designee, depending on the circumstances, to:

1. Notify law enforcement officials.
2. Encourage the employee to seek counseling or other education programs where appropriate.
3. Suspend or dismiss the employee involved if the circumstances warrant.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 3.8.1.

Company Vehicles

Employees whose work requires the operation of a motor vehicle must have and maintain a valid driver's license, as well as maintain a clean driving record which is acceptable to MATC's insurer. Motor vehicle record checks may be conducted periodically to ensure compliance.

No employee shall multitask while operating a MATC vehicle. Multitasking includes, but is not limited to, texting, reading, emailing or writing. Violation of this policy may result in immediate loss of MATC vehicle privileges. If necessary, additional disciplinary actions may be taken, up to and including termination.

All incidents related to the vehicle must be reported immediately to employee's Supervisor. In the case of an accident, a police report shall be requested and filed immediately before leaving the scene.

Use of Personal Vehicles

Proper safety and security measures are essential when using personal vehicles to conduct MATC business. Employees are solely liable for any moving violation and/or fines which result from any driving

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infractions. There must be insurance on the private vehicle, including collision, liability and property and bodily injury for vehicle occupants.

Failure to abide by the following rules when operating a personal vehicle while conducting MATC business may result in disciplinary action, up to and including termination of employment:

- employees must have and maintain a valid driver's license;
- employees must obey standard operating procedures for vehicle operation;
- employees are prohibited from multitasking while operating a vehicle. Multitasking includes, but is not limited to, texting, reading, emailing or writing;
- employees must obey all local, state and federal laws and regulations;
- in case of an accident or damage to either personal property or the vehicle, employees must notify their Supervisor without delay, no matter how minor the damage; and
- employees must report any incident which changes the category of an employee's driver's license or insurability immediately to his/her Supervisor.

For additional information on approved work-related travel, incurred expenses and reimbursement, please refer to the Institutional Policy and Procedure Manual, Policy 6.2.4.

Parking

Employee parking is provided on the west, south and east sides of the main campus building and is appropriately marked. Parking maps are available on MATC Online and may be provided by Security Personnel per request. A parking decal will be provided to each employee at the start of their employment. Employees agree to display the parking decal in accordance with the directions provided and to only park in designated areas.

Emergency Closings

There may be times when emergencies, such as severe weather, fires, power failures or tornadoes, disrupt normal business operations at MATC or require that MATC close a work facility. The President/CEO, at his/her sole discretion, will decide whether MATC offices will be closed or remain open for normal business operations during emergency situations. The Administrative Office will notify employees of emergency closings.

When the President/CEO determines MATC offices are officially closed due to emergency conditions, employees who are regularly scheduled to work during this time will receive their regular rate of pay and such pay will not be deducted from the employee's vacation or sick leave balance. When the President/CEO determines MATC offices will remain open for normal business operations, but an employee is unable to report to work, the employee will not be paid for the time off. However, the employee may request to use accrued vacation or sick leave.

Inclement Weather

As a condition of employment, all employees of MATC, whether of the main campus or instructors of off-campus courses, are expected to work at their assigned times and schedules regardless of weather conditions unless a Declaration of Inclement Weather has been issued.

It is recognized that severe weather conditions may prevent employees from reporting to work, cause

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some to report late, or require others at work to depart earlier than scheduled.

For additional information, please refer to the Institutional Policy and Procedure Manual, Policy No. 8.3.1.

Workers Compensation

The workers compensation program provides insurance coverage for injuries or illnesses which occur during the course of an employee's employment and require medical, surgical or hospital treatment. Subject to legal requirements, workers compensation insurance begins after a short waiting period or if an employee is hospitalized, the benefits begin immediately.

It is important for employees to inform their Supervisor of any work-related injury or illness immediately. Prompt reporting helps to ensure that employees qualify for coverage as quickly as possible and allows MATC to complete an investigation, if necessary. **Employees that witness another employee injury or accident, should seek administrative assistance and medical aid as needed to address the immediate incident, before reporting the situation timely to Human Resources.**

Health Insurance Portability and Accountability Act

All employees of MATC will adhere to all local, state and federal laws relating to confidentiality and privileged communications and/or privacy protection of health care information to include the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

A major goal of the HIPAA Privacy Rule is to ensure an individual's health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and wellbeing.

All employees of MATC will treat all medical, personal, biometric and financial information as confidential. Any person who breaches this trust will be subject to disciplinary action, up to and including termination.

Section 7: Termination of Employment

Termination of Employment

Termination of employment is inevitable within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by MATC.
- Layoff - involuntary employment termination initiated by MATC for non-disciplinary reasons.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service and any other criteria for retirement from the organization.

Since employment with MATC is "at will", both the employee and MATC have the right to terminate employment at any time, for any reason or no reason, with or without cause. Employees will receive their final paycheck in accordance with the applicable state law.

Employees who voluntarily resign from MATC are expected to provide at least two (2) weeks' notice **to**

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their immediate supervisor in writing of their intent to resign. Notice should be signed and include the employee's anticipated date of departure, reason for resignation and other pertinent data. MATC reserves the right to release an employee prior to his/her anticipated departure date. An employee's separation date is the last day he/she works in the office.

Employee Acknowledgement Form

I acknowledge that I have received a copy of this Employee Handbook (hereinafter “Handbook”) from the Manhattan Area Technical College (“MATC”).

I understand it is my responsibility to read and comply with the policies contained in the Handbook and revisions made to it. I understand that I should consult the Vice President of Operations regarding questions not answered in the Handbook.

I understand MATC reserves the right to modify, change, delete, supplement, rescind, or revise information contained in the Handbook, as MATC deems necessary or appropriate, at its sole and absolute discretion and with or without advance notice. Changes will be communicated through standard communication channels. The President/CEO must approve revisions to the Handbook.

I have entered into my employment relationship with MATC voluntarily and acknowledge that there is no specified length of employment. I understand my employment with MATC is “at will”, and either I or MATC may terminate the employment relationship, with or without cause, for any reason or no reason, at any time, so long as there is no violation of applicable federal or state law.

The information in this Handbook does not supersede any collective bargaining agreements. If a policy or information is covered in this Handbook and is included in the MATC Faculty Association Agreement (“Agreement”, “Contract” or a “collective bargaining agreement”), the employee represented by such Faculty Agreement should first defer to the Agreement. Finally, it is not the intent of any provision in this Handbook for MATC to interfere with, restrain or coerce employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Employee Signature: _____

Printed Name: _____

Date: _____

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 3.7.2

Title: Equal Opportunity, Harassment, and Nondiscrimination Policy	
Originated by:	Originated Date:
Approval Date:	
Revised by: Dean of Student Services	Revised Date: 6/10/2024
Reviewed on:	

Policy Statement and Rationale

Manhattan Area Technical College adheres to all federal, state, and local civil rights laws prohibiting discrimination and harassment in employment and education. The College does not discriminate in its admissions practices, employment practices, or educational programs or activities based on sex, except as may be permitted by law. As a college of federal financial assistance for education activities, College is required by Title IX of the Education Amendments of 1972 (Title IX) to ensure that all its education programs and activities do not discriminate based on sex. Sex includes sex, sex stereotypes, sex characteristics, gender identity, sexual orientation, and pregnancy or related conditions. Sex discrimination is prohibited under Title IX and by College Policy, and it includes sex-based harassment, sexual assault, dating and domestic violence, stalking, quid pro quo harassment, hostile environment harassment, disparate treatment, and disparate impact.

College also prohibits retaliation against any person opposing discrimination or harassment or participating in any internal or external investigation or complaint process related to allegations of sex discrimination.

Any College faculty member, employee, or student who acts to deny, deprive, or limit the educational, employment, residential, or social access, opportunities, and/or benefits of any member of the College community based on sex is in violation of the Equal Opportunity, Harassment, and Nondiscrimination Policy.

Any person may report sex discrimination (whether the person reporting is alleged to have experienced the conduct) in person, by mail, by telephone, by video, or by email, using the contact information listed for the Title IX Coordinator (below). A report may be made at any time (including during non-business hours) by contacting the methods outlined within the Policy.

Questions regarding Title IX, including its application and/or concerns about noncompliance, should be directed to the Title IX Coordinator. For more information, please visit <https://manhattantech.edu/titleIX> or contact the Title IX Coordinator.

for student allegations:

Neil Ross, Dean of Student Services/Title IX/504 Coordinator
Main Office, Room 101 C
3136 Dickens Ave
Manhattan, KS 66503
785-320-4554
TitleIX@manhattantech.edu

for employees allegations:

Peter Vopata, Human Resource Coordinator
Deputy Title IX Coordinator
Office 107B
3136 Dickens Ave, Manhattan, KS 66503
Phone: 785-320-4574
Email: humanresources@manhattantech.edu

A person may also file a complaint with the appropriate federal, state, or local agency within the time frame required by law. Depending upon the nature of the complaint, the appropriate agency may be the U.S. Department of Education Office for Civil Rights (OCR), the Department of Justice, and/or another appropriate federal or state agency.

Kansas City Office - Office for Civil Rights (OCR)

U.S. Department of Education
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, MO 64106
Telephone: (816) 268-0550
Facsimile: (816) 268-0559
Email: OCR.KansasCity@ed.gov

National Office - Office for Civil Rights

U.S. Department of Education
Lyndon Baines Johnson Dept. of Education Building
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: 800-421-3481
Fax: 202-453-6012; TDD: 800-877-8339
Email: OCR@ed.gov
Web: <http://www.ed.gov/ocr>

For complaints involving employees:

US Equal Employment Opportunity Commission
Gateway Tower II
400 State Ave., Suite 905
Kansas City, KS 66101
Telephone: 913-340-8810

Within any Resolution Process related to this policy, the College provides reasonable accommodations to persons with disabilities and religious accommodations, when that accommodation is consistent with federal and state law.

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**EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION POLICY
FOR FACULTY, STUDENTS, EMPLOYEES, AND THIRD PARTIES (Hereinafter, “the Policy”)**

1. Purpose

Manhattan Area Technical College (College) is committed to providing an educational and employment environment that is free from discrimination based on protected characteristics, harassment, and retaliation for engaging in protected activity.

The College values and upholds the equal dignity of all members of its community and strives to balance the rights of the Parties in the resolution process during what is often a difficult time for all involved.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education program or activity, the College has developed policies and procedures that provide for prompt, fair, and impartial resolution of allegations of protected characteristic discrimination, harassment or allegations of retaliation.

Refer to [Appendix A](#) for a list of definitions covered in this policy.

2. Notice of Nondiscrimination

The College seeks to comply with all federal, state, and local laws, regulations, and ordinances prohibiting discrimination in public post-secondary education institutions.

The College does not discriminate against any employee, applicant for employment, student, or applicant for admission based on actual or perceived:

- Race
- Religion
- Citizenship status
- Color
- Sex
- Pregnancy or related conditions
- Political belief or affiliation
- Creed
- National or ethnic origin (including ancestry)
- Disability (physical or mental)
- Age (40 years and over in the employment context)
- Domestic violence victim status
- Ethnicity
- Marital or parental status
- Sexual orientation
- Gender
- Gender identity or expression
- Veteran or military status
- Genetic Information
- or any other protected characteristic under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any grievance process within the institution, with the Equal Employment Opportunity Commission, and/or other human/civil rights agency.

This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the College community whose acts deny, deprive, unreasonably interfere with or limit the education or employment and/or social access, benefits, and/or opportunities of any member of the College community, guest, or visitor based on that person's actual or perceived protected characteristic(s), is in violation of this Policy. Refer to [Appendix C](#) for parties' rights under this policy.

The College will promptly and effectively address any such discrimination of which it has Knowledge/Notice using the resolution process in the Equal Opportunity, Harassment, and Nondiscrimination Procedures.

3. Nondiscrimination Team Contacts

The College has appointed the Nondiscrimination Team, comprised of the following individual(s), to coordinate the College's compliance with federal, state, and local civil rights laws and ordinances:

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this Policy and procedures, may be made internally to:

Title IX/ADA 504 Coordinator:

Neil Ross, Dean of Student Services
Main Office, 101C
3136 Dickens Ave, Manhattan, KS 66503
Phone: 785-320-4554
Email: TitleIX@manhattantech.edu

Deputy Title IX Coordinator:

Peter Vopata, Human Resource Coordinator
Office 107B
3136 Dickens Ave, Manhattan, KS 66503
Phone: 785-320-4574
Email: humanresources@manhattantech.edu

This list may be updated from time to time at the discretion of MATC. The titles, office locations and telephone numbers are current as of June 2024. Please refer to the [Manhattan Area Technical College directory](#).

Collectively, these individuals are responsible for providing comprehensive nondiscrimination education and training; coordinating the College's timely, thorough, and fair response, investigation, and resolution of all alleged prohibited conduct under this Policy; and monitoring the effectiveness of this Policy and related procedures to ensure an education and employment environment free from discrimination, harassment, and retaliation.

The College recognizes that allegations under this Policy may include multiple forms of discrimination and harassment as well as violations of other College policies; may involve various combinations of students, employees, and other members of the College community; and may require the simultaneous attention of multiple College departments. Accordingly, all College departments will share information, combine efforts, and otherwise collaborate, to the maximum extent permitted by law and consistent with other applicable College policies, to provide uniform, consistent, efficient, and effective responses to alleged discrimination, harassment, or retaliation.

4. External Contact Information

Concerns about the College's application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100

Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: <http://www.ed.gov/ocr>

Office for Civil Rights (OCR)
Kansas City Office
U.S. Department of Education
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, MO 64106
Telephone: (816) 268-0550
Facsimile: (816) 268-0559
Email: OCR.KansasCity@ed.gov

For Complaints involving employee-on-employee conduct:

Employees may also file complaints of discrimination with:
EEOC Field Office Gateway Tower
400 State Avenue, Suite 905
Kansas City, Kansas 66101
Phone: 1-800-669-4000
TTY: 1-800-669-6820
Fax: 913-551-6957

Kansas Human Rights Commission (KHRC)
900 SW Jackson Street
Suite 568-S
Topeka, KS 66612-1258
Phone: 785-296-3206
Fax: 785-296-0589

5. Mandated Reporting and Confidential Employees

All College faculty and employees (including student-employees), other than those deemed Confidential Employees, are Mandated Reporters and are expected to promptly report all known details of actual or suspected discrimination, harassment, and/or retaliation to appropriate officials immediately, although there are some limited exceptions. Supportive measures may be offered as the result of such disclosures without formal College action.

Complainants may want to carefully consider whether they share personally identifiable details with Mandated Reporters, as those details must be shared with the Title IX Coordinator.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report alleged crimes and/or Policy violations, and these employees will immediately pass Notice to the Title IX Coordinator (and/or police, if desired by the Complainant or required by law), who will act when an incident is reported to them.

The following sections describe the College's reporting options for a Complainant or third party (including parents/guardians when appropriate):

A. Confidential Employees

To enable Complainants to access support and resources without filing a Complaint, the College has designated specific employees as Confidential Resources. Those designated by the College as Confidential Resources are not required to report actual or suspected discrimination, harassment, or retaliation in a way that identifies the

Parties. They will, however, provide the Complainant with the Title IX Coordinator's contact information and offer options and resources without any obligation to inform an outside agency or College official unless a Complainant has requested the information be shared.

There are three categories of Confidential Employees: 1) Those with confidentiality bestowed by law or professional ethics, such as lawyers, medical professionals, clergy, and counselors and 2) Those whom College has specifically designated as confidential for purposes of providing support and resources to the Complainant. For those in category 1), above, to be able to respect confidentiality, they must be in a confidential relationship with the person reporting, such that they are within the scope of their licensure, professional ethics, or confidential role at the time of receiving the Notice. These individuals will maintain confidentiality except in extreme cases of immediacy of threat or danger or abuse of a minor, elder, or individual with a disability, or when required to disclose by law or court order.

If a Complainant would like the details of an incident to be kept confidential, the Complainant may use the following service provided for students:

Student Assistance Program

WellConnect Student Assistance Program
Visit: WellConnectForYou.com (code: MATC-STU)
Call: 866-640-4777

Failure of a Mandated Reporter, as described above in this section, to report an incident of discrimination, harassment, or retaliation of which they become aware is a violation of College Policy and can be subject to disciplinary action for failure to comply/failure to report. This also includes situations when a harasser is a Mandated Reporter. Such individuals are obligated to report their own misconduct, and failure to do so is a chargeable offense under this Policy.

A Mandated Reporter who is themselves a target of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

In addition, Complainants may speak with individuals unaffiliated with the College without concern that Policy will require them to disclose information to the institution without permission:

- Licensed professional counselors and other medical providers
- Local rape crisis counselors
- Domestic violence resources
- Local or state assistance agencies
- Clergy/Chaplains
- Attorneys

6. Disability-based Grievances and Complaints

Grievances related to disability status and/or provision of accommodations are addressed using the procedures in the Disability Accommodations for Students and Academic Units (Policy 4.3.3). However, allegations of discrimination based on an actual or perceived disability, including instances in which the provision of reasonable accommodations has a discriminatory effect, will be resolved under the Resolution Procedures in this policy.

7. Scope

This Policy is only applicable to alleged incidents that occur after August 1, 2024. For alleged incidents of sexual harassment occurring prior to August 1, 2024, the Policy and procedures in place at the time of the alleged incident apply. Applicable versions of those policies and procedures are available from the Title IX Coordinator.

This Policy applies to all faculty, employees, students, and other individuals participating in or attempting to participate in the College's program or activities, including education and employment.

This Policy prohibits all forms of discrimination based on the protected characteristic(s) listed in the Notice of Nondiscrimination. Equal Opportunity, Harassment, and Nondiscrimination Procedures may be applied to incidents, to patterns, and/or to the institutional culture/climate, all of which may be addressed in accordance with this Policy.

8. Jurisdiction

This Policy applies to the College's education programs and activities (defined as including locations, events, or circumstances in which the College exercises substantial control over both the Respondent and the context in which the conduct occurred), circumstances where the College has disciplinary authority, and to misconduct occurring within any building owned or controlled by a college-recognized student organization. A Complainant does not have to be a member of the College community to file a Complaint, at the discretion of Title IX Coordinator.

This Policy may also apply to the effects of off-campus misconduct that limit or deny a person's access to College's education program or activities. The College may also extend jurisdiction to off-campus and/or to online conduct when the conduct affects a substantial College interest.

A substantial College interest includes:

- 1) Any action that constitutes a criminal offense is defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law.
- 2) Any situation in which it is determined that the Respondent poses an immediate threat to the health or safety of any student, employee, or other individual.
- 3) Any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder.
- 4) Any situation that substantially interferes with the College's educational interests or mission.

For disciplinary action to be issued under this Policy, the Respondent must be a college faculty member, student, or employee at the time of the alleged incident. If the Respondent is unknown or is not a member of the College community, the Title IX Coordinator will offer to assist the Complainant in identifying appropriate institutional and local resources and support options and will implement appropriate supportive measures and/or remedial actions (e.g., trespassing a person from campus). The College can also assist in contacting local or institutional law enforcement if the individual would like to file a police report about criminal conduct.

All vendors serving the College through third-party contracts are subject to the policies and procedures of their employers and/or to these Policies and procedures to which their employer has agreed to be bound by their contracts.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in contacting the appropriate individual at that institution, as it may be possible to pursue action under that institution's policies.

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences discrimination in an externship, study abroad program, or other environment external to the College where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give the Complainant recourse. If there are effects of that external conduct that impact a student or employee's work or educational environment, those effects can often be addressed remedially by the Title IX Coordinator if brought to their attention.

9. Supportive Measures

The College will offer and implement appropriate and reasonable supportive measures to the Parties upon Notice of alleged discrimination, harassment, and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered, without fee or charge to the Parties, to restore or preserve access to the College's education program or activity, including measures designed to protect the safety of all Parties and/or the College's educational environment and/or to deter discrimination, harassment, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the Parties upon receiving Notice/Knowledge or a Complaint. At the time that supportive measures are offered, if a Complaint has not been filed, the College will inform the Complainant, in writing, that they may file a Complaint with the College either at that time or in the future. The Title IX Coordinator will work with a party to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

The College will maintain the confidentiality of the supportive measures, if confidentiality does not impair the College's ability to provide those supportive measures. College will act to ensure as minimal an academic/occupational impact on the Parties as possible. The College will implement measures in a way that does not unreasonably burden any party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Implementing contact limitations (no contact orders) between the Parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) orders
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders or other restrictions may be referred to appropriate student or employee conduct processes for enforcement or added as collateral misconduct allegations to an ongoing Complaint under this Policy.

The Parties are provided with a timely opportunity to seek modification or reversal of the College's decision to provide, deny, modify, or terminate supportive measures applicable to them. A request to do so should be made in writing to the Title IX Coordinator. An impartial employee other than the employee who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures if they are inconsistent with the definition of supportive measures in § 106.2 of the federal Title IX Regulations. The College will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them if circumstances change materially. The College typically renders decisions on supportive measures within seven (7) business days of receiving a request and provides a written determination to the impacted party(ies) and the Title IX Coordinator.

10. Online Harassment and Misconduct

College policies are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or influence the College's education program and activities, or when they involve the use of the College networks, technology, or equipment.

Although College may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to the College, it will engage in a variety of means to address and mitigate the effects. These means may include use of the Resolution Process to address off-campus conduct whose effects contribute to limiting or denying a person access to College's education program or activity.

Nothing in this Policy is intended to infringe upon or limit a person's right to free speech. Any online posting or other electronic communication by students, including technology-facilitated bullying, stalking, harassment, etc., occurring completely outside of the College's control (e.g., not on College networks, websites, or between College email accounts)

will only be subject to this Policy when such online conduct can be shown to cause (or will likely cause) a substantial in-program disruption or infringement on/harm to the rights of others. Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the College only when such speech is made in an employee's official or work-related capacity.

11. Inclusion Related to Gender Identity/Expression

College strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their gender identity or expression, including intersex, nonbinary, transgender, agender, two-spirit, and gender-diverse students and employees.

Discrimination and harassment based on gender identity or expression are not tolerated by the College. If a member of the College community believes they have been subjected to discrimination under this Policy, they should follow the appropriate reporting process described herein.

12. Prohibited Conduct

Students, staff, Title IX Coordinators, and faculty are entitled to an employment and educational environment that is free of discrimination, harassment, and retaliation. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited discrimination, harassment, and retaliation that are also prohibited under College Policy. When speech or conduct is protected by academic freedom and/or the First Amendment, it will not be considered a violation of College Policy, though supportive measures will be offered to those impacted.

All offense definitions below encompass actual and/or attempted offenses.

Any of the following offenses can be charged as or combined as pattern offenses, in which case the Notice of Investigation and Allegation (NOIA) will clearly indicate that both individual incidents and a pattern of conduct are being investigated. A pattern may exist and be charged when there is a potential substantial similarity to incidents where the proof of one could make it more likely that the other(s) occurred, and vice-versa. Patterns may exist based on target selection, similarity of offense, or other factors. Where a pattern is found, it can be the basis to enhance sanctions, accordingly.

Violation of any other College policies may constitute discrimination or harassment when motivated by actual or perceived protected characteristic(s), and the result is a limitation or denial of employment or educational access, benefits, or opportunities.

A. Discrimination

Discrimination is different treatment with respect to an individual's employment or participation in an education program or activity based, in whole or in part, upon the individual's actual or perceived protected characteristic. Discrimination also includes allegations of a failure to provide reasonable accommodations as required by law or policy, such as for disability, religion, or creed.

Discrimination can take two primary forms:

1) Disparate Treatment Discrimination:

- Any intentional differential treatment of a person or persons that is based on an individual's actual or perceived protected characteristic and that:
 - Excludes an individual from participation in;
 - Denies the individual benefits of; or

- Otherwise adversely affects a term or condition of an individual’s participation in a college program or activity.

2) **Disparate Impact Discrimination:**

- Disparate impact occurs when policies or practices that appear to be neutral unintentionally result in a disproportionate impact on a protected group or person that:
 - Excludes an individual from participation in;
 - Denies the individual benefits of; or
 - Otherwise adversely affects the term or condition of an individual’s participation in a college program or activity.

B. Discriminatory Harassment

- unwelcome conduct based on actual or perceived protected characteristic(s), that
- based on the totality of the circumstances,
- is subjectively and objectively offensive, and
- is so severe or pervasive,
- that it limits or denies a person’s ability to participate in or benefit from the College’s education program or activity

C. Sex-based Harassment (Applicable under Title IX, Title VII, and the Fair Housing Act)

Sex-based Harassment is a form of sex discrimination and means sexual harassment and other harassment based on sex,¹ including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity; sexual assault, dating violence, domestic violence, and stalking.

1) **Quid pro quo:**

- an employee agent, or other person authorized by the College,
- to provide an aid, benefit, or service under the College’s education program or activity,
- explicitly or impliedly conditioning the provision of such aid, benefit, or service,
- on a person’s participation in unwelcome sexual conduct.

2) **Hostile Environment Harassment:**

- unwelcome sex-based conduct, that
- based on the totality of the circumstances,
- is subjectively and objectively offensive, and
- is so severe or pervasive,
- that it limits or denies a person’s ability to participate in or benefit from the College’s education program or activity

The College reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not based on a protected characteristic. Addressing such conduct will not result in the imposition of discipline under College Policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other Informal Resolution mechanisms.

For assistance with Alternative Resolution and other Informal Resolution techniques and approaches, contact the Title IX Coordinator.

¹ Throughout this Policy, “on the basis of sex” means conduct that is sexual in nature, or that is directed to the Complainant because of his/her/their actual or perceived sex or gender identity.

3) **Sexual Assault:**

Any sexual act, including Rape, Sodomy, Sexual Assault with an Object, or Fondling directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent; also unlawful sexual intercourse.

a. **Rape:**

- Penetration,
- without the consent of the Complainant,
- including instances where the Complainant is incapable of giving consent
 - because of their age or
 - because of their temporary or permanent mental or physical incapacity

b. **Sodomy**

- Oral or anal penetration
- Of the Complainant by the Respondent
- without the consent of the Complainant,
- including instances where the Complainant is incapable of giving consent
 - because of their age or
 - because of their temporary or permanent mental or physical incapacity

c. **Sexual Assault with an Object**

- Respondent's use of an object or instrument
- to unlawfully penetrate, however slightly, the genital or anal opening
- of the body of the Complainant,
- without the consent of the Complainant,
- including instances where the Complainant is incapable of giving consent
 - because of their age or
 - because of their temporary or permanent mental or physical incapacity

d. **Fondling:**

- The touching of the private body parts (breasts, buttocks, groin) of the Complainant by the Respondent
- or causing the Complainant to touch the Respondent's private body parts
- intentionally for a sexual purpose
- without the consent of the Complainant, including instances where the Complainant is incapable of giving consent
 - because of their age or
 - because of their temporary or permanent mental incapacity or physical incapacity.

e. **Incest:**

- Nonforcible sexual intercourse between persons who are related to each other
- within the degrees wherein marriage is prohibited by Kansas law.

f. **Statutory Rape:**

- Nonforcible sexual intercourse with a person
- who is under the statutory age of consent of the Kansas.

4) **Dating Violence:**

- Violence committed by a Respondent,
- who is in or has been in a social relationship of a romantic or intimate nature with the Complainant;
and

- where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - length of the relationship
 - type of relationship
 - frequency of the interaction between the Parties involved in the relationship.

5) Domestic Violence:

- Felony or misdemeanor crimes committed by a person who:
 - is a current or former spouse or intimate partner of the Complainant under the family or domestic violence laws of Kansas or a person similarly situated to a spouse of the Complainant;
 - is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner;
 - shares a child in common with the Complainant; **or**
 - commits acts against a youth or adult Complainant who is protected from those acts under the family or domestic violence laws of Kansas.

6) Stalking:

- engaging in a course of conduct on the basis of sex, that is,
- directed at a specific person that would cause a reasonable person to:
 - fear for the person’s safety, or
 - the safety of others; or
 - suffer substantial emotional distress.

Sanction Ranges

- The range of sanctions for sex discrimination is warning through expulsion or termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Quid Pro Quo harassment is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Hostile Environment harassment is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Rape is suspension through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Sexual Assault with an Object is suspension through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Sodomy is suspension through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Fondling is warning through suspension (termination for employees). Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Incest is warning through probation. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Statutory Rape is warning through suspension (termination for employees). Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.

- The range of sanctions for Stalking is probation through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Dating/Domestic Violence is probation through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Sexual Exploitation is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Retaliation is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.

Sexual Misconduct

7) Sexual Exploitation:

- an individual taking non-consensual or abusive sexual advantage of another, that does not constitute Sex-based Harassment as defined above.
- for their own benefit or for the benefit of anyone other than the person being exploited.

Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)
- Invasion of sexual privacy (e.g., doxing)
- Knowingly making an unwelcome disclosure of (or threatening to disclose) an individual's sexual orientation, gender identity, or gender expression
- Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity; or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of non-consensual pornography
- Prostituting another person
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
- Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing)
- Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
- Knowingly soliciting a minor for sexual activity
- Engaging in sex trafficking
- Knowingly creating, possessing, or disseminating child sexual abuse images or recordings
- Creating or disseminating synthetic media, including images, videos, or audio representations of individuals doing or saying sexually related things that never happened, or placing identifiable real people in fictitious pornographic or nude situations without their consent (i.e., Deepfakes)
- Creating or disseminating images or videos of child sexual abuse material

D. Other Prohibited Conduct

1) Bullying:

- repeated and/or severe aggressive behavior
- that is likely to intimidate or intentionally hurt, control, or physically or mentally diminish the Complainant,
- that is not speech or conduct that is otherwise protected by the First Amendment.

2) **Endangerment:**

- threatening or causing physical harm;
- extreme verbal, emotional, or psychological abuse; or
- other conduct which threatens or endangers the health or safety of any person or damages their property.

3) **Hazing:**

- any act or action
- which does or is likely to endanger the mental or physical health or safety of any individual
- as it relates to an individual's initiation, admission into, or affiliation with any College group or organization.

For the purposes of this definition:

- It is not necessary that a person's initiation or continued membership is contingent upon participation in the activity, or that the activity was sanctioned or approved by the Student Group or Student Organization, for an allegation of hazing to be upheld.
- It shall not constitute an excuse or defense to a hazing allegation that the participants took part voluntarily, gave consent to the conduct, voluntarily assumed the risks or hardship of the activity, or that no injury was suffered or sustained.
- The actions of alumni, active, new, and/or prospective members of a Student Group or Student Organization may be considered hazing.
- Hazing is not confined to the Student Group or Student Organization with which the individual subjected to the hazing is associated.

4) **Retaliation:**

- Adverse action, including intimidation, threats, coercion, or discrimination,
- against any person,
- by the College, a student, employee, or a person authorized by the College to provide aid, benefit, or service under the College's education program or activity,
- for the purpose of interfering with any right or privilege secured by law or Policy, or
- because the person has engaged in protected activity, including reporting information, making a Complaint, testifying, assisting, or participating or refusing to participate in any manner in an investigation or Resolution Process under the Equal Opportunity, Harassment, and Nondiscrimination Procedures, including an Informal Resolution process, or in any other appropriate steps taken by the College to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

The exercise of rights protected under the First Amendment does not constitute retaliation. It is also not retaliation for the College to pursue Policy violations against those who make materially false statements in bad faith during a resolution under the Equal Opportunity, Harassment, and Nondiscrimination Policy. However, the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

5) **Unauthorized Disclosure:**

- Distributing or otherwise publicizing materials created or produced during an investigation or Resolution Process except as required by law or as expressly permitted by the College; or
- publicly disclosing a party's personally identifiable information without authorization or consent.

6) **Failure to Comply/Process Interference**

- Intentional failure to comply with the reasonable directives of Title IX Coordinator in the performance of their official duties, including with the terms of a no contact order
- Intentional failure to comply with emergency removal or interim suspension terms
- Intentional failure to comply with sanctions
- Intentional failure to adhere to the terms of an agreement achieved through informal resolution
- Intentional failure to comply with mandated reporting duties as defined in this Policy
- Intentional interference with the Title IX resolution process, including but not limited to:
 - Destruction of or concealing of evidence
 - Actual or attempted solicitation of knowingly false testimony or providing false testimony or evidence
 - Intimidating or bribing a witness or party

Sanctions for the above-listed Civil Rights Offenses range from warning through expulsion/termination.

E. Consent, Force, and Incapacitation

As used in this Policy, the following definitions and understandings apply:

1) Consent

Consent is defined as:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Consent is evaluated from the perspective of what a reasonable person would conclude are mutually understandable words or actions. Reasonable reciprocation can establish consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to be kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, sexual activity should cease within a reasonably immediate time.

Silence or the absence of resistance alone should not be interpreted as consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Consent to some sexual contact (such as kissing or fondling) cannot be assumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected. If a sexual partner shares the clear expectation for the use of a condom, or to avoid internal ejaculation, and those expectations are not honored, the failure to use a condom, removing a condom, or internal ejaculation can be considered acts of sexual assault.

Proof of consent or non-consent is not a burden placed on either party involved in a Complaint. Instead, the burden remains on the College to determine whether its Policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred and any similar and previous patterns that may be evidenced.

Going beyond the boundaries of consent is prohibited. Thus, unless a sexual partner has consented to slapping, hitting, hair pulling, strangulation, or other physical roughness during otherwise consensual sex, those acts may constitute dating violence or sexual assault.²

2) Force

Force is the use of physical violence and/or physical imposition to gain sexual access. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Force is conduct that, if sufficiently severe, can negate consent.

Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” which elicits the response, “Okay, don’t hit me. I’ll do what you want.”).

Coercion is an unreasonable pressure for sexual activity. Coercive conduct, if sufficiently severe, can render a person’s consent ineffective, because it is not voluntary. When someone makes clear that they do not want to engage in sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive. Coercion is evaluated based on the frequency, intensity, isolation, and duration of the pressure involved.

3) Incapacitation

Incapacitation is a state where a person is incapable of giving consent. An incapacitated person cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, and how” of their sexual interaction). A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including because of alcohol or other drug consumption.

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

Incapacitation is determined through consideration of all relevant indicators of a person’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

If the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated, the Respondent is not in violation of this Policy. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

F. Unethical Relationships

Refer to the employee handbook in the “Personal Relationships in the Workplace” section regarding code of conduct.

² Consent in relationships must also be considered in context. When Parties consent to BDSM (bondage, discipline, sadism, masochism) or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual.

13. Standard of Proof

The College uses the preponderance of the evidence standard of proof when determining whether a Policy violation occurred. This means that the College will decide whether it is more likely than not, based upon the available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s).

14. Reports/Complaints of Discrimination, Harassment, and/or Retaliation

A Report provides notice to the College of an allegation or concern about discrimination, harassment, or retaliation and provides an opportunity for the Title IX Coordinator to provide information, resources, and supportive measures. A Complaint provides notice to the College that the Complainant would like to initiate an investigation or other appropriate resolution procedures. A Complainant or individual may initially make a report and may decide later to make a Complaint. Reports or Complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

- 1) File a Complaint with, or give verbal Notice directly to, the Title IX Coordinator or to any member of the Nondiscrimination Team. Such a Complaint may be made at any time (including during non-business hours) by using the telephone number, email address, or by mail to the office of the Title IX Coordinator or any other Nondiscrimination Team member listed in this Policy.
- 2) Submit online Notice at manhattantech.edu/reportingform. Anonymous Notice is accepted, but the Notice may give rise to a need to try to determine the Parties' identities. Anonymous Notice typically limits the College's ability to investigate, respond, and provide remedies, depending on what information is shared. Measures intended to protect the community or redress or mitigate harm may be enacted. It also may not be possible to provide supportive measures to Complainants who are the subject of anonymous Notice.

Reporting carries no obligation to initiate a Complaint, and in most situations, College can respect a Complainant's request to not initiate a resolution process. However, there may be circumstances, such as pattern behavior, allegations of severe misconduct, or a compelling threat to health and/or safety, where the College may need to initiate a resolution process. If a Complainant does not wish to file a Complaint, the College will maintain the privacy of information to the extent possible. The Complainant should not fear a loss of confidentiality by giving Notice that allows the College to discuss and/or provide supportive measures, in most circumstances.

15. Time Limits on Reporting

There is no time limitation on providing Notice/Complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to the College's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.

Acting on Notice/Complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of Policy) is at the Title IX Coordinator's discretion; they may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

16. False Allegations and Evidence

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a determination of a Policy violation.

Additionally, witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official investigating or resolution process can be subject to discipline under appropriate College policies.

17. Confidentiality/Privacy

College makes every effort to preserve the Parties' privacy. The College will not share the identity of any individual who has made a Complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of discrimination, harassment, or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures.^{3,4} Additional information regarding confidentiality and privacy can be found in [Appendix C](#).

Unauthorized Disclosure of Information

Parties and Advisors are prohibited from unauthorized disclosure of information obtained by the College through the Resolution Process to the extent that information is the work product of the College (meaning it has been produced, compiled, or written by the College for purposes of its investigation and resolution of a Complaint). It is also a violation of College Policy to publicly disclose work products or a party's personally identifiable information without authorization or consent. Violation of this Policy is subject to significant sanctions.

18. Emergency Removal/Interim Actions/Leaves

The College can act to remove a student Respondent accused of Sex Discrimination or Sex-based Harassment from its education program or activities, partially or entirely, on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator and may be done in conjunction with the Administrative Team using its standard objective violence risk assessment procedures. Employees are subject to existing procedures for interim actions and leaves.

19. Federal Timely Warning Obligations

College must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the College community.

The College will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

20. Amnesty

The College community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to give Notice to College officials or participate in resolution processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the College community that Complainants choose to give Notice of misconduct to college officials, that witnesses come forward to share what they know, and that all Parties be forthcoming during the process.

To encourage reporting and participation in the process, the College maintains a Policy of offering Parties and witnesses amnesty from minor policy violations, such as underage alcohol consumption or the use of illicit drugs, related to the incident. Granting amnesty is a discretionary decision made by the College, and amnesty does not apply to more serious allegations, such as physical abuse of another or illicit drug distribution.

A. Students

The College maintains an amnesty policy for students who offer help to others in need.

³ 20 U.S.C. 1232g

⁴ 34 C.F.R. § 99

B. Employees

Sometimes, employees are hesitant to report discrimination, harassment, or retaliation they have experienced for fear of getting in trouble themselves. The College may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

21. Preservation of Evidence

The preservation of evidence is critical to potential criminal prosecution and to obtaining restraining/protective orders, and it is particularly time sensitive. The College will inform the Complainant of the importance of preserving evidence by taking actions such as the following:

Sexual Assault

- Seek forensic medical assistance at the nearest hospital, ideally within 120 hours of the incident (sooner is better).
- Avoid urinating, showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or a secure evidence container (if provided one by law enforcement)
- Seeking medical treatment can be essential, even if it is not for the purposes of collecting forensic evidence.

Stalking/Dating Violence/Domestic Violence/Sex-Based Harassment

- Evidence in the form of text and voice messages will be lost in most cases if the Complainant changes their phone number.
 - Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
 - Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email and social media correspondence, including notifications related to account access alerts.
- Take timestamped photographs of any physical evidence, including notes, gifts, etc., in place when possible.
- Save copies of any messages, including those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

During the initial meeting between the Complainant and Title IX Coordinator, the importance of taking these actions will be discussed, if timely.

22. Federal Statistical Reporting Obligations

Certain institutional officials (those deemed Campus Security Authorities) have a duty to report the following for federal statistical reporting purposes (Clery Act):

- 1) All “primary crimes,” which include criminal homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft, and arson
- 2) Hate crimes, which include any bias-motivated primary crime as well as any bias-motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property
- 3) Violence Against Women Act (VAWA-based crimes), which include sexual assault, domestic violence, dating violence, and stalking⁵

⁵ VAWA is the Violence Against Women Act, enacted in 1994 and codified in part at 42 U.S.C. sections 13701 through 14040.

- 4) Arrests and referrals for disciplinary action for weapons law violations, liquor law violations, and drug law violations

All personally identifiable information is kept private, but statistical information regarding the type of incident and its general location (on- or off-campus or in the surrounding area, but no addresses are given) must be shared with Clery Coordinator for publication in the Annual Security Report and daily campus crime log. Campus Security Authorities include student services/student conduct staff, security, local police, human resources staff, advisors to student organizations, and any other official with significant responsibility for student and campus activities.

23. Independence and Conflicts of Interest

The Title IX Coordinator manages the Nondiscrimination Team and acts with independence and authority, free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this Policy and these procedures. The members of the Resolution Pool are vetted and trained to ensure they are not biased for or against any party in a specific Complaint, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias, conflict of interest, misconduct, or discrimination by the Title IX Coordinator, contact the College President or other appropriate officials contact information. Concerns of bias, misconduct, discrimination, or a potential conflict of interest by any other Resolution Pool member should be raised with the Title IX Coordinator.

24. Revision of this Policy

This Policy succeeds previous policies addressing discrimination, harassment, sexual misconduct, and/or retaliation, though previous policies and procedures remain in force for incidents occurring before August 1, 2024. The Title IX Coordinator reviews and updates these policies and procedures regularly. The College reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If government laws or regulations change or court decisions alter the requirements in a way that impacts this document, this document will be construed to comply with the most recent government laws, regulations, or court holdings.

This document does not create legally enforceable protections beyond the protections of the background state and federal laws that frame such policies and codes, generally.

This Policy is effective 8/1/2024.

RESOLUTION PROCESS FOR ALLEGED VIOLATIONS OF POLICY ON EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION (Hereinafter the “Resolution Process”)

1. Overview

College will act on any Notice, Complaint, or Knowledge of a potential violation of the Equal Opportunity, Harassment, and Nondiscrimination Policy (“the Policy”) that is received by the Title IX Coordinator or any other Mandated Reporter by applying the Resolution Process below.

The procedures below apply to all allegations of discrimination on the basis of an actual or perceived protected characteristic, harassment, retaliation, or Other Prohibited Conduct as involving students, staff, Title IX Coordinators, faculty members, or third parties. Unionized/other categorized employees are subject to the terms of their agreements/employees’ rights to the extent those agreements do not conflict with federal or state compliance obligations.

2. Notice/Complaint

Upon receipt of Notice, a Complaint, or Knowledge of an alleged Policy violation, the Title IX Coordinator will initiate a prompt initial evaluation to determine the College’s next steps. The Title IX Coordinator will contact the Complainant/source of the Notice to offer supportive measures, provide information regarding resolution options, and determine how they wish to proceed.

3. Collateral Misconduct

Collateral misconduct is defined to include potential violations of other College policies not incorporated into the Policy on Equal Opportunity, Harassment, and Nondiscrimination that occur in conjunction with alleged violations of the Policy, or that arise through the course of the investigation, for which it makes sense to provide one resolution for all charges. Thus, the collateral allegations may be charged along with potential violations of the Policy, to be resolved jointly under these Procedures. In such circumstances, the Title IX Coordinator may consult with College officials who typically oversee such conduct (e.g., human resources, student conduct, academic affairs) to solicit their input as needed on what charges should be filed, but the exercise of collateral charges under these procedures is within the discretion of Title IX Coordinator. All other allegations of misconduct unrelated to incidents covered by the Policy will typically be addressed separately through procedures described in the student and employee handbooks.

4. Initial Evaluation

The Title IX Coordinator conducts an initial evaluation typically within seven (7) business days of receiving Notice/Complaint/Knowledge of alleged misconduct.⁶ The initial evaluation typically includes:

- Assessing whether the reported conduct may reasonably constitute a violation of the Policy.
 - If the conduct may not reasonably constitute a violation of the Policy, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. It may then be referred to another process, if applicable.
- Determining whether College has jurisdiction over the reported conduct, as defined in the Policy.
 - If the conduct is not within the College jurisdiction, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. If applicable, the conduct will be referred to the appropriate College office for resolution.
- Offering and coordinating supportive measures for the Complainant.
- Offering and coordinating supportive measures for the Respondent, as applicable.
- Notifying the Complainant, or the person who reported the allegation(s), of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below.
- Determining whether the Complainant wishes to make a Complaint.

⁶ If circumstances require, the President or Title IX Coordinator will designate another person to oversee the Resolution Process should an allegation be made about the Title IX Coordinator or the Title IX Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

- Notifying the Respondent of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below, if a Complaint is made.

Helping a Complainant to Understand Options

If the Complainant indicates they wish to initiate a Complaint (in a manner that can reasonably be construed as reflecting intent to make a Complaint), the Title IX Coordinator will help to facilitate the Complaint, which will include:

- Working with the Complainant to determine whether the Complainant wishes to pursue one of three resolution options:
 - a supportive and remedial response, and/or
 - Informal Resolution, or
 - the Resolution Process described below.

The Title IX Coordinator will seek to abide by the wishes of the Complainant but may have to take an alternative approach depending on their analysis of the situation.

If the Complainant elects for the Resolution Process below, and the Title IX Coordinator has determined the Policy applies and that the College has jurisdiction, they will route the matter to the appropriate Resolution Process, will provide the Parties with a Notice of Investigation and Allegation(s), and will initiate an investigation consistent with these Procedures.

If any Party indicates (either verbally or in writing) that they want to pursue an Informal Resolution option, the Title IX Coordinator will assess whether the matter is suitable for Informal Resolution and refer the matter, accordingly.

If the Complainant indicates (either verbally or in writing) that they do not want any action taken, no Resolution Process will be initiated (unless deemed necessary by the Title IX Coordinator), though the Complainant can elect to initiate one later, if desired.

Title IX Coordinator Authority to Initiate a Complaint

If the Complainant does not wish to file a Complaint, the Title IX Coordinator, who has ultimate discretion as to whether a Complaint is initiated, will offer supportive measures and determine whether to initiate a Complaint themselves. To make this determination, the Title IX Coordinator will evaluate that request to determine if there is a serious and imminent threat to someone's safety or if the College cannot ensure equal access without initiating a Complaint. The Title IX Coordinator will consider the following non-exhaustive factors to determine whether to file a Complaint:

- The Complainant's request not to proceed with initiation of a Complaint;
- The Complainant's reasonable safety concerns regarding initiation of a Complaint;
- The risk that additional acts of discrimination would occur if a Complaint is not initiated;
- The severity of the alleged discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the Parties, including whether the Respondent is a college employee;
- The scope of the alleged discrimination, including information suggesting a pattern, ongoing discrimination, or discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a Decision-maker in determining whether discrimination occurred;
- Whether the College could end the alleged discrimination and prevent its recurrence without initiating its resolution process.

If deemed necessary, the Title IX Coordinator may consult with appropriate College employees, and/or conduct a violence risk assessment to aid their determination whether to initiate a Complaint.

When the Title IX Coordinator initiates a Complaint, they do not become the Complainant. The Complainant is the person who experienced the alleged conduct that could constitute a violation of this Policy.

5. Dismissal

The College **may** dismiss a Complaint if, at any time during the investigation or Resolution Process, one or more of the following grounds are met:

- 1) The College is unable to identify the Respondent after taking reasonable steps to do so
- 2) The College no longer enrolls or employs the Respondent
- 3) A Complainant voluntarily withdraws any or all of the allegations in the Complaint, and the Title IX Coordinator declines to initiate a Complaint
- 4) The College determines the conduct alleged in the Complaint would not constitute a Policy violation, if proven

A Decision-maker can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met. A Complainant who decides to withdraw a Complaint may later request to reinstate or refile it.

Upon any dismissal, College will promptly send the Complainant written notification of the dismissal and the rationale for doing so. If the dismissal occurs after the Respondent has been made aware of the allegations, the College will also notify the Respondent of the dismissal.

This dismissal decision is appealable by any party.

6. Appeal of Dismissal

The Complainant may appeal a dismissal of their Complaint. The Respondent may also appeal the dismissal of the Complaint if dismissal occurs after the Respondent has been made aware of the allegations. All dismissal appeal requests must be filed within three (3) business days of the notification of the dismissal.

The Title IX Coordinator will notify the Parties of any appeal of the dismissal. If, however, the Complainant appeals, but the Respondent was not notified of the Complaint, the Title IX Coordinator must then provide the Respondent with a NOIA and will notify the Respondent of the Complainant's appeal with an opportunity to respond.

Throughout the dismissal appeal process, the College will:

- Implement dismissal appeal procedures equally for the Parties;
- Assign a trained Dismissal Appeal Officer who did not take part in an investigation of the allegations or dismissal of the Complaint;
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal; and
- Notify the Parties of the result of the appeal and the rationale for the result.

The grounds for dismissal appeals are limited to:

- 1) Procedural irregularity that would change the outcome;
- 2) New evidence that would change the outcome and that was not reasonably available when the dismissal was decided;
- 3) The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that would change the outcome.
- 4) The dismissal was erroneously granted or denied

Upon receipt of a dismissal appeal in writing from one or more Parties, the Title IX Coordinator will share the petition with the other party and provide three (3) business days for other Parties to respond to the request. The appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. This appeal will be provided in writing to the other Parties, and the Title IX Coordinator, who will be invited to respond in writing. At the

conclusion of the response period, the Title IX Coordinator will forward the appeal, as well as any response provided by the other Parties to the Dismissal Appeal Officer for consideration.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Dismissal Appeal Officer, and the Parties, their Advisors, and the Title IX Coordinator will be notified in writing of the denial and the rationale.

If any of the asserted grounds in the appeal satisfy the grounds described in this Policy, then the Dismissal Appeal Officer will notify all Parties and their Advisors, and the Title IX Coordinator, of their decision and rationale in writing. The effect will be to reinstate the Complaint.

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Dismissal Appeal Officer has seven (7) business days to review and decide on the appeal, though extensions can be granted at the discretion of the Title IX Coordinator, and the Parties will be notified of any extension.

Appeal decisions are deferential to the original determination, making changes only if there is a compelling justification to do so.

The Dismissal Appeal Officer may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

7. Emergency Removal/Interim Suspension of a Student

College may emergency remove a student accused of Sex Discrimination or Sex-based Harassment upon receipt of Notice/Knowledge, a Complaint, or at any time during the resolution process. Prior to an emergency removal, College will conduct an individualized risk assessment and may remove the student if that assessment determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies such action. Students accused of other forms of discrimination (not sex) are subject to interim suspension, which can be imposed for safety reasons.

When an emergency removal or interim suspension is imposed, wholly or partially, the affected student will be notified of the action, which will include a written rationale, and the option to challenge the emergency removal or interim suspension within two (2) business days of the notification. Upon receipt of a challenge, the Title IX Coordinator will meet with the student (and their Advisor, if desired) as soon as reasonably possible thereafter to allow them to show cause why the removal/action should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal or interim suspension is appropriate, should be modified, or lifted. When this meeting is not requested within two (2) business days, objections to the emergency removal or interim suspension will be deemed waived. A student can later request a meeting to show why they are no longer an imminent and serious threat because conditions related to imminence or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so.

The Respondent may provide information, including expert reports, witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to the Title IX Coordinator for review.

An emergency removal or interim suspension may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Title IX Coordinator will communicate the final decision in writing, typically within three (3) business days of the review meeting.

8. Placing an Employee on Leave

When the Respondent is an employee, or a student employee accused of misconduct in the course of their employment, existing provisions for interim action are typically applicable instead of the above emergency removal process. An employee respondent may be placed on administrative leave and issued a no-trespass order if Administration deems that the respondent poses a threat to the safety of another person on campus. After being informed of the removal notice, the employee may immediately appeal the removal order to the Human Resources Office.

9. Counter-Complaints

The College is obligated to ensure that the resolution process is not abused for retaliatory purposes. Although the College permits the filing of Counter-Complaints, the Title IX Coordinator will use an initial evaluation, described above, to assess whether the allegations in the Counter-Complaint are made in good faith. When Counter-Complaints are not made in good faith, they will not be permitted. They will be considered potentially retaliatory and may constitute a violation of the Policy.

Counter-Complaints determined to have been reported in good faith will be processed using the Resolution Process below. At the Title IX Coordinator's discretion, investigation of such claims may take place concurrently or after resolution of the underlying initial Complaint.

10. Advisors in the Resolution Process

A. Who Can Serve as an Advisor?

The Parties may each have an Advisor (friend, mentor, family member, attorney, or any other individual a party chooses) present with them for all meetings, interviews, and hearings within the Resolution Process, including intake. The Parties may select whomever they wish to serve as their Advisor as long as the Advisor is eligible and available.⁷

The Title IX Coordinator will offer to assign a trained Advisor to any party if the party chooses. If the Parties choose an Advisor from the pool available from the College, the College will have trained the Advisor and familiarized them with the College's Resolution Process.

The College cannot guarantee equal Advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not, or cannot afford an attorney, the College is not obligated to provide an attorney to advise that party.

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. Parties are expected to provide the Title IX Coordinator with timely notification if they change Advisors. If a party changes Advisors, consent to share information with the previous Advisor is assumed to be terminated, and a release for the new Advisor must be submitted.

The College may permit Parties to have more than one Advisor, or an Advisor and a support person, upon special request to the Title IX Coordinator. The decision to grant this request is at the Title IX Coordinator's sole discretion and will be granted equitably to all Parties.

If a party requests that all communication be made through their attorney Advisor instead of to the party, the College will follow the advice of its legal counsel.

Advisors appointed by the institution cannot be confidential employees, and although they will not be asked to disclose details of their interactions with their advisees to institutional officials or Decision-makers absent an emergency, they are still reminded of their Mandated Reporter responsibilities.

⁷ "Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being an administrator who has an active role in the matter, or a supervisor who must monitor and implement sanctions. Additionally, choosing an Advisor who is also a witness in the process creates potential for bias and conflicts of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the Decision-maker(s).

As a public entity, College fully respects and accords the Weingarten rights of employees, meaning that for Parties who are entitled to union representation, College will allow the unionized employee to have their union representative (if requested by the party) as well as an Advisor of their choice present for all resolution-related meetings and interviews. To uphold the principles of equity, the other party (regardless of union membership) will also be permitted to have two Advisors. Witnesses are permitted to have union representation or Advisors in Resolution Process interviews or meetings.

B. Advisor's Role in the Resolution Process

Advisors should help the Parties to prepare for each meeting and are expected to advise ethically, with integrity, and in good faith. Advisors may not provide testimony or speak on behalf of their advisee unless given specific permission to do so.

The Parties are expected to ask and respond to questions on their own behalf throughout the Resolution Process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any Resolution Process meeting or interview. For longer or more involved discussions, the Parties and their Advisors should ask for breaks to allow for private consultation.

Where applicable under state law or College Policy, Advisors or attorneys are permitted to fully represent their advisees or clients in the Resolution Process, including all meetings, interviews, and hearings. Although the College prefers to hear from Parties directly, in these cases, Parties are entitled to have their chosen representatives provide evidence.

C. Records Shared with Advisors

Advisors are entitled to the same opportunity as their advisee to access relevant evidence, and/or the same written investigation report that accurately summarizes this evidence.

Advisors are expected to maintain the confidentiality of the records the College shares with them, [Section 17](#) of the Policy addressing Confidentiality. Advisors may not disclose any College work product or evidence the College obtained solely through the Resolution Process for any purpose not explicitly authorized by the College.

Accordingly, Advisors will be asked to sign Non-Disclosure Agreements (NDAs). The College may decline to share materials with any Advisor who has not executed the NDA. The College may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the College's confidentiality expectations.

D. Advisor Expectations

The College generally expects an Advisor to adjust their schedule to allow them to attend College meetings/interviews when planned, but the College may change scheduled meetings/interviews to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The College may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview by telephone, video conferencing, or other similar technologies.

All Advisors are subject to the same College policies and procedures, whether they are attorneys or not, and whether they are selected by a party or appointed by the College. Advisors are expected to advise their advisees without disrupting proceedings.

E. Advisor Policy Violations

Any Advisor who oversteps their role as defined by the Policy, who shares information or evidence in a manner inconsistent with the Policy, or who refuses to comply with the College's established rules of decorum, will be

warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview/hearing may be ended, or other appropriate measures implemented, including the College requiring the party to use a different Advisor or providing a different College-appointed Advisor. Subsequently, the Title IX Coordinator will determine how to address the Advisor's non-compliance and future role.

11. Resolution Option Overview

This Resolution Process, consisting of Informal Resolution or Administrative Resolution, is the College's chosen approach to addressing all forms of discrimination based on protected characteristics, harassment, and retaliation. The process considers the Parties' preferences but is ultimately determined at the Title IX Coordinator's discretion.

Resolution proceedings are confidential. All individuals present at any time during the Resolution Process are expected to maintain the confidentiality of the proceedings in accordance with College Policy.

A. Informal Resolution

To initiate Informal Resolution, a Complainant or Respondent may make such a request to the Title IX Coordinator at any time prior to a final determination, or the Title IX Coordinator may offer the option to the Parties, in writing. The College will obtain voluntary, written confirmation that all Parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the Parties to participate in Informal Resolution.

Before initiation of an Informal Resolution process, the College will provide the Parties with a NOIA that explains:

- The allegations;
- The requirements of the Informal Resolution process;
- That, prior to agreeing to a resolution, any party has the right to withdraw from the Informal Resolution process and to initiate or resume the College's Resolution Process;
- That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the resolution process arising from the same allegations;
- The potential terms that may be requested or offered in an Informal Resolution agreement, including notification that an Informal Resolution agreement is binding only on the Parties; and
- What information the College will maintain, and whether and how it could disclose such information for use in its Resolution Process.

College offers four categories of Informal Resolution:

- 1) **Supportive Resolution.** When the Title IX Coordinator can resolve the matter informally by providing supportive measures (only) designed to remedy the situation.
- 2) **Educational Conversation.** When the Title IX Coordinator can resolve the matter informally by having a conversation with the Respondent to discuss the Complainant's concerns and institutional expectations or can accompany the Complainant in their desire to confront the conduct.
- 3) **Accepted Responsibility.** When the Respondent is willing to accept responsibility for violating Policy and is willing to agree to actions that will be enforced similarly to sanctions, the Complainant(s), and the College agree to the resolution terms.
- 4) **Alternative Resolution.** When the Parties agree to resolve the matter through an alternative resolution mechanism (which could include, but is not limited to, mediation, shuttle negotiation, restorative practices, facilitated dialogue, etc.), as described below.

The individual facilitating an Informal Resolution must be trained and cannot be the Investigator, Decision-maker, or Appeal Decision-maker.

It is not necessary to pursue Informal Resolution first to pursue an Administrative Resolution Process. Any party participating in Informal Resolution can withdraw from the Informal Resolution Process at any time and initiate or resume the Administrative Resolution Process.

The Parties may agree, as a condition of engaging in Informal Resolution, on what statements made or evidence shared during the Informal Resolution process will not be considered in the Administrative Resolution Process, should Informal Resolution not be successful, unless agreed to by all Parties.

If an investigation is already underway, the Title IX Coordinator has discretion to determine if an investigation will be paused, if it will be limited, or if it will continue during the Informal Resolution process.

Categories of Informal Resolution

(1) Supportive Resolution

The Title IX Coordinator will meet with the Complainant to determine reasonable supportive measures that are designed to restore or preserve the Complainant's access to the College's education program and activity. Such measures can be modified as the Complainant's needs evolve over time or circumstances change. If the Respondent has received the NOIA, the Title IX Coordinator may also provide reasonable supportive measures for the Respondent as deemed appropriate. This option is available when the Complainant does not want to engage in the other resolution options, and the Title IX Coordinator does not initiate a Complaint.

(2) Educational Conversation

The Complainant(s) may request that the Title IX Coordinator address their allegations by meeting (with or without the Complainant) with the Respondent(s) to discuss concerning behavior and institutional policies and expectations. Such a conversation is non-disciplinary and non-punitive. Respondent(s) are not required to attend such meetings, nor are they compelled to provide any information if they attend. The conversation will be documented as the Informal Resolution for the matter, if it takes place. Considering this conversation, or the Respondent's decision not to attend, the Title IX Coordinator may also implement remedial actions to ensure that policies and expectations are clear and to minimize the risk of recurrence of any behaviors that may not align with Policy.

(3) Accepted Responsibility

The Respondent may accept responsibility for any or all the alleged Policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for all alleged Policy violations, the ongoing process will be paused, and the Title IX Coordinator will determine whether Informal Resolution is an option.

If an Informal Resolution is available, the Title IX Coordinator will determine whether all Parties and the College are able to agree on responsibility, restrictions, sanctions, restorative measures, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of College Policy, implements agreed-upon restrictions and remedies, and determines the appropriate responses in coordination with other appropriate Title IX Coordinator(s), as necessary.

This resolution is not subject to appeal once all Parties indicate their written agreement to all resolution terms. When the Parties cannot agree on all terms of resolution, the Resolution Process will either continue or resume.

When a resolution is reached, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

(4) Alternative Resolution

The institution offers a variety of Alternative Resolution mechanisms to best meet the specific needs of the Parties and the nature of the allegations. Alternative Resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent(s); indirect action by the Title IX Coordinator or other appropriate College officials; and other forms of resolution that can be tailored to the needs of the Parties. Some Alternative Resolution mechanisms will result in an agreed-upon outcome, while others are resolved through dialogue. All Parties must consent to the use of an Alternative Resolution approach, and the Parties may, but are not required to, have direct or indirect contact during an Alternative Resolution process.

The Title IX Coordinator may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the Parties:

- The Parties' amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the Parties
- The nature and severity of the alleged misconduct
- The Parties' motivation to participate
- Civility of the Parties
- Results of a violence risk assessment/ongoing risk analysis
- Respondent's disciplinary history
- Whether an emergency removal or other interim action is needed
- Skill of the Alternative Resolution facilitator with this type of Complaint
- Complaint complexity
- Emotional investment/capability of the Parties
- Rationality of the Parties
- Goals of the Parties
- Adequate resources to invest in Alternative Resolution (e.g., time, staff, etc.)

The Title IX Coordinator has the authority to determine whether Alternative Resolution is available or successful, to facilitate a resolution that is acceptable to all Parties, and/or to accept the Parties' proposed resolution, usually through their Advisors, often including terms of confidentiality, release, and non-disparagement.

Parties do not have the authority to stipulate restrictions or obligations for individuals or groups that are not involved in the Alternative Resolution process. The Title IX Coordinator will determine whether additional individual or community remedies are necessary to meet the institution's compliance obligations in addition to the Alternative Resolution.

The Title IX Coordinator maintains records of any resolution that is reached and will provide notification to the Parties of what information is maintained. Failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., dissolution of the Agreement and resumption of the Resolution Process, referral to the conduct process for failure to comply, application of the enforcement terms of the Agreement, etc.). The results of Complaints resolved by Alternative Resolution are not appealable.

If an Informal Resolution option is not available or selected, the College will initiate or continue an investigation and subsequent Resolution Process to determine whether the Policy has been violated.

B. Administrative Resolution Process (see [Section 22](#) below)

12. Resolution Process Pool

The Resolution Process relies on a pool ("the Pool") to carry out the process.

A. Pool Member Roles

Members of the Pool are trained annually, and can serve in the following roles, at the discretion of the Title IX Coordinator:

- Appropriate intake of and initial guidance pertaining to Complaints
- Advisor to Parties
- Informal Resolution Facilitator
- Perform or assist with initial evaluation
- Investigator
- Hearing Facilitator
- Decision-maker for challenges to emergency removal and supportive measures
- Decision-maker
- Appeal of Dismissal Decision-maker
- Appeal Decision-maker

B. Pool Member Appointment

The Title IX Coordinator, in consultation with other College administrators as necessary, appoints the Pool, which acts with independence and impartiality. Although members of the Pool are typically trained in a variety of skill sets and can rotate amongst the different roles listed above in different Complaints, the College can also designate permanent roles for individuals in the Pool.

C. Training (see [Appendix D](#) for details of training for Pool Members)

13. Notice of Investigation and Allegations

Prior to an investigation, the Title IX Coordinator will provide the Parties with a detailed written NOIA. Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations. For climate/culture investigations that do not have an identifiable Respondent, the NOIA will be sent to the department/office for the area/program being investigated.

The NOIA typically includes:

- A meaningful summary of all allegations
- The identity of the involved Parties (if known)
- The precise misconduct being alleged
- The date and location of the alleged incident(s) (if known)
- The specific policies/offenses implicated
- A description of, link to, or copy of the applicable procedures
- A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence
- The name(s) of the Investigator(s), along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator(s) may have
- A statement that the College presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
- A statement that determinations of responsibility are made at the conclusion of the process and that the Parties will be given an opportunity during the review and comment period to inspect and review all relevant evidence
- A statement that retaliation is prohibited
- Information about the confidentiality of the process, including that the Parties and their Advisors (if applicable) may not share College work product obtained through the Resolution Process

- A statement that the Parties may have an Advisor of their choice who may accompany them through all steps of the Resolution Process
- A statement informing the Parties that the College's Policy prohibits knowingly making false statements, including knowingly submitting false information during the Resolution Process
- Detail on how a party may request disability accommodations during the Resolution Process
- A link to the College's VAWA Brochure
- An instruction to preserve any evidence that is directly related to the allegations
- A statement that Parties who are members of a union are entitled to union representation throughout the process

Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address(es) of the Parties as indicated in official College records, or emailed to the Parties' College-issued email or designated accounts. Once mailed, emailed, and/or received in person, the notification will be presumptively delivered.

14. Resolution Timeline

The College will make a good faith effort to complete the Resolution Process within sixty to ninety (60-90) business days, including any appeals, which can be extended as necessary for appropriate cause by the Title IX Coordinator. The Parties will receive regular updates on the progress of the Resolution Process, as well as notification and a rationale for any extensions or delays, and an estimate of how much additional time will be needed to complete the process.

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take longer, depending on issues such as the nature, extent, and complexity of the allegations, witness availability, law enforcement involvement, and other factors.

If a party or witness chooses not to participate in the Resolution Process or becomes unresponsive, the College reserves the right to continue it without their participation to ensure a prompt resolution. Non-participatory or unresponsive Parties retain the rights outlined in this policy and the opportunity to participate in the Resolution Process.

The College may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to a request from law enforcement to delay the investigation temporarily, the need for language assistance, the absence of Parties and/or witnesses, and/or health conditions. The College will promptly resume its Resolution Process as soon as feasible. During such a delay, the College will implement and maintain supportive measures for the Parties as deemed appropriate.

The College action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

The College will make a good faith effort to complete the Resolution Process as promptly as circumstances permit and will communicate regularly with the Parties to update them on the progress and timing of the process.

15. Ensuring Impartiality

Any individual materially involved in the administration of the Resolution Process, including the Title IX Coordinator, Investigator(s), and Decision-maker(s), may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator(s), Decision-maker(s), and Appeals officers for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the Parties may raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned, and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the College President.

The Resolution Process involves an objective evaluation of all available relevant and not otherwise impermissible evidence, including evidence that supports that the Respondent engaged in a Policy violation and evidence that supports that the Respondent did not engage in a Policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness. All Parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to receive a written investigation report that accurately summarizes this evidence.

16. Investigator Appointment

Once an investigation is initiated, the Title IX Coordinator appoints an Investigator(s) to conduct it. These Investigators may be members of the Resolution Process Pool, or any other properly trained Investigator, whether internal or external to the College's community.

17. Witness Role and Participation in the Investigation

Employees (not including Complainant and Respondent) are required to cooperate with and participate in the College's investigation and Resolution Process. Student witnesses and witnesses from outside the College community cannot be required to participate but are encouraged to cooperate with college investigations and to share what they know about a Complaint.

Interviews may be conducted in person, via online video platforms (e.g., Zoom, Microsoft Teams, etc.), or, in limited circumstances, by telephone. The College will take appropriate steps to ensure the security/privacy of remote interviews.

Parties and witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator(s), though not preferred.

18. Interview Recording

It is standard practice for Investigators to create a record of all interviews pertaining to the Resolution Process (other than Informal Resolution meetings). The Parties may review copies of their own interviews, upon request. No unauthorized audio or video recording of any kind is permitted during investigation meetings. If an Investigator(s) elects to audio and/or video record interviews, all involved individuals should be made aware of audio and/or video recording and will follow Kansas law as applicable.

The recording and/or transcript of those meetings will be provided to the Parties for their review, after which the Parties may pose additional questions to each other. Those subsequent meetings or interviews are also recorded and/or transcribed and shared with the Parties.

19. Evidentiary Considerations

The Investigator(s) and the Decision-maker(s) will only consider evidence that is deemed relevant and not otherwise impermissible.

Relevant evidence is that which may aid in determining whether the allegation occurred, or whether the behavior constitutes a violation of Policy.

Impermissible evidence is defined as evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless 1) evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct, or 2) is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent or preclude a determination that sex-based harassment occurred.

Previous disciplinary action of any kind involving the Respondent may not be considered unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a

determination of responsibility. Barring a pattern allegation, this information is only considered at the sanction stage of the process and is not shared until then.

Within the limitations stated above, the investigation and determination can consider character evidence, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

20. Respondent Admits Responsibility

At any point in the proceedings, if a Respondent elects to admit to the charged violations and waive further process, the Decision-maker is authorized to accept that admission, adopt it as their finding/final determination, and administer sanctions. This would also waive all rights to appeal to the Respondent. If the Respondent rejects the finding/final determination/sanctions, or does not admit to all conduct charged, the Resolution Process continues to its conclusion.

21. Investigation

All investigations are adequate, thorough, reliable, impartial, prompt, and fair. They involve interviews with all relevant Parties and witnesses, obtaining relevant evidence, and identifying sources of expert information, as necessary.

After an interview, Parties and witnesses will be asked to verify the accuracy of the recording, transcript, or summary of their interview. They may submit changes, edits, or clarifications. If the Parties or witnesses do not respond within the period designated for verification, objections to the accuracy of the recording, transcript, or summary will be deemed to have been waived, and no changes will be permitted.

The College may consolidate Complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions.

The Investigator(s) may take the following steps, if not already completed and not necessarily in this order:

- Determine the identity and contact information of the Complainant.
- Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all specific policies implicated.
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial evaluation to determine if the allegations indicate a potential Policy violation.
- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegations (NOIA). The NOIA may be amended with any additional or dismissed allegations.
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the Parties and witnesses.
- When participation of a party is expected, provide that party with written notification of the date, time, and location of the meeting, as well as the expected participants and purpose.
- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible.
- Interview the Complainant and the Respondent and conduct follow-up interviews with each, as necessary.
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary.
- Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript or recording) of the relevant evidence/testimony from their respective interviews and meetings.
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of another party and/or witnesses. Document in the investigation report which questions were asked, with a rationale for any changes or omissions.
- Where possible, complete the investigation promptly and without unreasonable deviation from the intended timeline.
- Provide the Parties with regular status updates throughout the investigation.

- Prior to the conclusion of the investigation, provide the Parties and their respective Advisors with a list of witnesses whose information will be used to render a finding.
- Ask the Parties to provide a list of questions they would like asked of the other party or any witnesses. The Investigator will ask those questions deemed relevant, and for any question deemed not relevant, will provide a rationale for not asking the question.
- Write a draft investigation report that gathers, assesses, and synthesizes the evidence, accurately summarizes the investigation, and party and witness interviews, and provides all relevant evidence.
- Provide the Parties and their respective Advisors an electronic copy of the draft investigation report as well as an opportunity to inspect and review all relevant evidence obtained as part of the investigation for a review and comment period of ten (10) business days so that each party may meaningfully respond to the evidence. The Parties may elect to waive all or part of the review period.
- The Investigator may share the investigation report with the Title IX Coordinator and/or legal counsel for their review and feedback.

22. Administrative Resolution Process

The Administrative Resolution Process is used for all Complaints of discrimination based on protected characteristics, harassment, retaliation, and Other Prohibited Behaviors (as defined in Policy) or when Informal Resolution is either not elected or is unsuccessful.

The Administrative Resolution Process consists of a hand-off of the investigation report and all relevant evidence to the Decision-maker to make a finding and determine sanctions (if applicable).

At the discretion of Title IX Coordinator, the assigned Decision-maker will be an individual or a panel drawn from the Resolution Process Pool, or other trained individuals either internal or external to the institution. Once the Decision-maker receives and reviews the file, they can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met.

The Administrative Resolution Process typically takes approximately thirty (30) business days to complete, beginning with the Decision-maker's receipt of the Draft Investigation Report. The Parties will be updated regularly on the timing and any significant deviation from this typical timeline.

Investigator-led Questioning Meetings

- The Title IX Coordinator provides the Draft Investigation Report to the Decision-maker and the Parties simultaneously for review. The Decision-maker can then provide the Investigator with a list of relevant questions to ask the Parties or any witnesses.
 - To the extent credibility is in dispute and relevant to one or more of the allegations, the questions provided by the Decision-maker may also explore credibility.
- The Investigator will also ask each of the Parties to provide a proposed list of questions to ask the other Parties and any witnesses.
 - To the extent credibility is in dispute and relevant to one or more of the allegations, questions proposed by the Parties may also explore credibility.
 - All party questions must be posed during this phase of the process and cannot be posed later unless authorized by the Decision-maker.
 - The Investigator will share all party-proposed questions with the Decision-maker, who will finalize the list with the Investigator to ensure all questions are both relevant and permissible.
- The Investigator will then hold individual meetings with the Parties and witnesses to ask the questions posed by the Decision-maker, as well as the questions proposed by the Parties that have been deemed relevant and not duplicative, including questions intended to assess credibility. These meetings will be recorded and transcribed.
 - For any question deemed not relevant or duplicative, the Investigator will provide a rationale for not asking the question, either during the recorded meeting, or in writing (typically as an appendix to the report).
- Typically, within three (3) business days of the last of these meetings, the recordings or transcripts of them will be provided to the Parties for their review. The Parties will then have five (5) business days to review these recordings or transcripts and propose follow-up questions to be asked by the Investigator.

- The Investigator will review the proposed questions with the Decision-maker, to determine relevance and permissibility. If deemed necessary, the Investigator will then meet individually with the Parties or witnesses for whom there are relevant, and not duplicative, follow-up questions. These follow-up meetings will also be recorded, and the Parties will receive the recordings or transcripts of these meetings. This final round of questioning is the last such round permitted, unless leave is granted to extend, by the Decision-maker.
- The Investigator will then incorporate any new, relevant evidence and information obtained through the Parties' review of the Draft Investigation Report, the questioning, and follow-up meetings into a Final Investigation Report.
- The Investigator will also respond in writing (typically within the Final Investigation Report) to the relevant elements of the Parties' responses to the Draft Investigation Report and incorporate relevant elements of the Parties' written responses, additional relevant evidence, and any necessary revisions into the Final Investigation Report.
- The Investigator will then share the investigation report with the Title IX Coordinator and/or legal counsel for their review and feedback.
- The Final Investigation Report and investigation file will then be provided to the Title IX Coordinator.

The Decision-maker's Determination

- The Title IX Coordinator will provide the Decision-maker with the Final Investigation Report and investigation file, including the evidence and information obtained through the Investigator-led Questioning meetings.
- The Decision-maker will review the FIR, all appendices, and the investigation file.
- If the record is incomplete, the Decision-maker may direct a re-opening of the investigation, or may direct or conduct any additional inquiry necessary, including informally meeting with the Parties or any witnesses, if needed.
- Upon reviewing the relevant evidence, the Decision-maker may also choose to pose additional questions:
 - To the extent credibility is in dispute and relevant to one or more of the allegations, the Decision-maker may meet individually with the Parties and witnesses to question them to assess their credibility. These meetings will be recorded and shared with the Parties.
 - At their discretion, the Decision-maker may also meet with any party or witness to ask additional relevant questions that will aid the Decision-maker in making their findings. These meetings will be recorded and shared with the Parties.
- The Decision-maker will then apply the preponderance of the evidence standard to decide on each of the allegations and, if applicable, any attendant sanctions.
- **Timeline.** The Decision-maker's determination process typically takes approximately ten (10) business days, but this timeframe can vary based on several factors and variables, The Parties will be notified of any delays.
- **Impact Statements.** Prior to a determination, the Title IX Coordinator will also provide the Parties an opportunity to submit a written impact and/or mitigation statement. The Title IX Coordinator will review these statements upon receipt to determine whether there are any immediate needs, issues, or concerns, but will otherwise hold them until after the Decision-maker has made determinations on the allegations. If there are any findings of a Policy violation, the Decision-maker will request the Impact Statements from the Title IX Coordinator and review them prior to determining sanctions. They will also be exchanged between the Parties at that time.
- If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Resolution Process at any time, and/or referring that information to another process for resolution.

23. Sanctions

Factors considered by the Decision-maker when determining sanctions and responsive actions may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation

- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the Parties
- Any other information deemed relevant by the Decision-maker(s)

The sanctions will be implemented as soon as it is feasible once a determination is final, either upon the outcome of any appeal or the expiration of the window to appeal, without an appeal being requested.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

A. Student Sanctions

The following are the common sanctions that may be imposed upon students singly or in combination:

- *Reprimand*: A formal statement that the conduct was unacceptable and a warning that further violation of any College Policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Required Counseling*: A mandate to meet with and engage in either College-sponsored or external counseling to better comprehend the misconduct and its effects.
- *Restrictions*: A student may be restricted in their activities, including, but not limited to, being restricted from locations, programs, participation in certain activities or extracurriculars, or from holding leadership in student organizations.
- *Probation*: An official sanction for violation of institutional Policy, providing for more severe disciplinary sanctions if the student is found in violation of any institutional Policy, procedure, or directive within a specified period. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- *Suspension*: Separation from the institution, or one or more of its facilities, for a definite period, typically not to exceed two years, after which the student is eligible to return. Eligibility may be contingent upon satisfaction of specific conditions noted at the time of suspension, on successfully applying for readmission, or upon a general condition that the student is eligible to return if the institution determines it is appropriate to re-enroll/readmit the student. The student is typically required to vacate institutional property within 24 hours of notification of the action, though this deadline may be extended at the discretion of the Title IX Coordinator or other appropriate official. During an institution-wide suspension, the student is banned from institutional property, functions, events, and activities unless they receive prior written approval from an appropriate institutional official. This sanction may be enforced with a trespass action, as necessary.
- *Expulsion*: Permanent separation from the institution. The student is banned from institutional property, and the student's presence at any institution-sponsored activity or event is prohibited. This action may be enforced with a trespass action, as necessary.
- *Withholding Diploma*: The College may withhold a student's diploma for a specified period and/or deny a student participation in commencement activities as a sanction if the student is found responsible for violating Policy.
- *Revocation of Degree*: While very rarely employed, the College reserves the right to revoke a degree previously awarded from the College for fraud, misrepresentation, and/or other violation of college policies, procedures, or directives in obtaining the degree, or for other serious violations committed by a student prior to graduation.
- *Other Actions*: In addition to, or in place of, the above sanctions, the College may assign any other sanctions as deemed appropriate.

B. Student Group and Organization Sanctions

The following are the common sanctions that may be imposed upon student organizations singly or in combination:

- *Warning*: A formal statement that the conduct was unacceptable and a warning that further violation of any College Policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Probation*: An official sanction for violation of institutional Policy, providing for more severe disciplinary sanctions if the group or organization is found in violation of any institutional Policy, procedure, or directive within a specified period. Terms of the probation will be articulated and may include denial of specified social and event privileges, denial of college funds, ineligibility for honors and awards, restrictions on new member recruitment, no-contact orders, and/or other measures deemed appropriate.
- *Suspension*: Termination of student group or organization recognition and/or institutional support for a definite period not to exceed two years and/or until specific criteria are met. During the suspension period, a student group or organization may not conduct any formal or informal business or participate in college-related activities, whether they occur on- or off-campus. Re-recognition is possible but not guaranteed and will only be considered after the end of the suspension period and based on meeting all re-recognition criteria and obtaining clearance from the College.
- *Expulsion*: Permanent termination of student group organization recognition and revocation of the privilege to congregate and conduct business on campus as an organization for any reason.
- *Loss of Privileges*: Restricted from accessing specific College privileges for a specified period.
- *Other Actions*: In addition to or in place of the above sanctions, the College may assign any other sanctions as deemed appropriate.

C. Employee Sanctions/Responsive/Corrective Actions

Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation include:

- Verbal or Written Warning
- Performance Improvement Plan/Management Process
- Enhanced Supervision, Observation, or Review
- Required Counseling
- Required Training or Education
- Probation
- Loss of Oversight or Supervisory Responsibility
- Demotion
- Transfer
- Shift or schedule adjustments
- Reassignment/Assignment to New Area
- Restriction of Stipends and/or Professional Development Resources
- Suspension/Administrative Leave with or without Pay
- Termination
- Other Actions: In addition to or in place of the above sanctions/responsive actions, the College may assign any other responsive actions as deemed appropriate.

24. Notice of Outcome

Within ten (10) business days of the conclusion of the Resolution Process, the Title IX Coordinator provides the Parties with a written outcome notification. The outcome notification will specify the finding for each alleged Policy violation, any applicable sanctions that the College is permitted to share pursuant to state or federal law, and a detailed rationale, written by the Decision-maker, supporting the findings to the extent the College is permitted to share under federal or state law.

The notification will also detail the Parties' equal rights to appeal, the grounds for appeal, the steps to take to request an appeal, and when the determination is considered final if neither party appeals.

The Title IX Coordinator will provide the Parties with the outcome notification simultaneously, or without significant time delay between notifications. The written outcome notification may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the Parties as indicated in official College records, or emailed to the

Parties' College-issued or designated email account. Once mailed, emailed, and/or received in person, the outcome notification is presumptively delivered.

25. Withdrawal or Resignation Before Complaint Resolution

A. Students

Should a student Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution. If a student Respondent withdraws from the College, the Resolution Process may continue, or Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, College will still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the Complaint is dismissed or pursued to completion of the Resolution Process, College will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged discrimination, harassment, and/or retaliation.

When a student withdraws or leaves while the process is pending, the student may not return to the College in any capacity until the Complaint is resolved and any sanctions imposed are satisfied. If the student indicates they will not return, the Title IX Coordinator has the discretion to dismiss the Complaint. The Registrar and Office of Admissions will be notified, accordingly.

If the student Respondent takes a leave for a specified period (e.g., one semester or term), the Resolution Process may continue remotely. If found in violation, that student is not permitted to return to the College unless and until all sanctions, if any, have been satisfied.

B. Employees

Should an employee Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution. If an employee Respondent withdraws from the College with unresolved allegations pending, the Resolution Process may continue, or Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, the College may still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged discrimination, harassment, and/or retaliation.

When an employee resigns and the Complaint is dismissed, future employment at the college may be revoked. Human resources will be notified, accordingly, and a note will be placed in the employee's file. The records retained by the Title IX Coordinator/HR will reflect that status.

26. Appeal of the Determination

The Title IX Coordinator will designate a three-member Appeal Panel, or a single Appeal Decision-maker chosen from the Pool, or other trained internal or external individuals, to hear the appeal. No Appeal Decision-maker(s) will have been previously involved in the Resolution Process for the Complaint, including in any supportive measure or dismissal appeal that may have been heard earlier in the process. If a panel is used, a voting Chair of the Appeal Panel will be designated by the Title IX Coordinator.

A. Appeal Grounds

Appeals are limited to the following grounds:

- 1) A procedural irregularity that would change the outcome.
- 2) New evidence that would change the outcome and that was not reasonably available at the time the determination regarding responsibility or dismissal was made.

- 3) The Title IX Coordinator, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that would change the outcome.
- 4) The final determination by the Decision-maker is substantially contrary to the weight of the evidence in the record (applicable to sanctions of suspension, expulsion, or termination, only).
- 5) The sanctions fall outside the range of sanctions designated for this offense, considering the cumulative conduct/disciplinary record of the Respondent (applicable to sanctions of suspension, expulsion, or termination, only).

B. Request for Appeal

Any party may submit a written request for appeal (“Request for Appeal”) to the Title IX Coordinator within five (5) business days of the delivery of the Notice of Outcome.

The Request for Appeal will be forwarded to the Appeal Panel or Decision-maker for consideration to determine if the request meets the grounds for appeal (a Review for Standing). This is not a review of the merits of the appeal, but solely a determination as to whether the request could reasonably be construed to meet the grounds and is timely filed.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Appeal Panel Chair or Decision-maker, and the Parties and their Advisors will be simultaneously notified in writing of the denial and the rationale.

If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Panel Chair or Decision-maker will notify all Parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the original Decision-maker.

All other Parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the Decision-maker will be provided a copy of the Request for Appeal with the approved grounds and then be given five (5) business days to submit a response to the portion of the appeal that was approved and involves them. The Appeal Panel Chair or Decision-maker will forward all responses, if any, to all Parties for review and comment.

The non-appealing party (if any) may also choose to appeal at this time. If so, that Request for Appeal will be reviewed by the Appeal Panel Chair or Decision-maker to determine if it meets the grounds in this Policy and will either be approved or denied. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator(s) and/or original Decision-maker, as necessary, who will submit their responses, if any, within five (5) business days. Any such responses will be circulated for review and comment by all Parties. If denied, the Parties will be notified accordingly, in writing.

No party may submit any new Requests for Appeal after this period. The Appeal Panel Chair or Decision-maker will collect any additional information needed and all documentation regarding the approved appeal grounds, and the subsequent responses will be shared with the Appeal Panel or Decision-maker, who will promptly render a decision.

C. Appeal Determination Process

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Appeals Panel or Decision-maker will deliberate as soon as is practicable and discuss the merits of the appeal.

Appeal decisions are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so. All decisions are made by majority vote and apply the preponderance of the evidence.

An appeal is not an opportunity for the Appeal Panel or Decision-makers to substitute their judgment for that of the original Decision-maker merely because they disagree with the finding and/or sanction(s).

The Appeal Panel or Decision-maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

D. Appeal Outcome

An appeal may be granted or denied. Appeals that are granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker with corrective instructions for reconsideration. In rare circumstances where an error cannot be cured by the original Investigator(s) and/or Decision-maker or the Title IX Coordinator (as in cases of bias), the Appeal Panel or Decision-maker may order a new investigation and/or a new determination with new Pool members serving in the Investigator and Decision-maker roles.

A Notice of Appeal Outcome letter will be sent to all Parties simultaneously, or without significant time delay between notifications. The Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result which the College is permitted to share according to federal or state law, and the rationale supporting the essential findings to the extent the College is permitted to share under federal or state law.

Written notification may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the Parties as indicated in official institutional records, or emailed to the Parties' College-issued email or otherwise approved account. Once mailed, emailed, and/or received in person, the Appeal Outcome will be presumptively delivered.

Once an appeal is decided, the outcome is final and constitutes the Final Determination; further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new determination). When appeals result in no change to the finding or sanction, that decision is final. When an appeal results in a new finding or sanction, that finding, or sanction can be appealed one final time on the grounds listed above and in accordance with these procedures.

If a remand results in a new determination that is different from the appealed determination, that new determination can be appealed, once, on any of the five available appeal grounds.

E. Sanction Status During the Appeal

Any sanctions imposed as a result of the determination are stayed (i.e., not implemented) during the appeal process, and supportive measures may be maintained or reinstated until the appeal determination is made.

If any of the sanctions are to be implemented immediately post-determination, but pre-appeal, then the emergency removal procedures (detailed above) for a "show cause" meeting on the justification for doing so must be permitted within two (2) business days of implementation.

27. Long-Term Remedies/Other Actions

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the Parties and/or the College community that are intended to stop the discrimination, harassment, and/or retaliation, remedy the effects, and prevent recurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Course and registration adjustments, such as retroactive withdrawals
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the Parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term supportive measures may also be provided to the Parties even if no Policy violation is found.

When no Policy violation is found, the Title IX Coordinator will address any remedies the College owes the Respondent to ensure no effective denial of educational access.

The College will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the College's ability to provide these services.

28. Failure to Comply with Sanctions, Responsive Actions, and/or Informal Resolution Terms

All Respondents are expected to comply with the assigned sanctions, responsive actions, corrective actions, and/or Informal Resolution terms within the timeframe specified by the final Decision-maker(s), including the Appeal Panel or Decision-maker or the Informal Resolution agreement.

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from the College.

Supervisors are expected to enforce the completion of sanctions/responsive actions for their employees.

A suspension imposed for non-compliance with sanctions will only be lifted when compliance is achieved to the Title IX Coordinator's satisfaction.

29. Recordkeeping

For a period of at least seven (7) years following the conclusion of the Resolution Process, College will maintain records of:

- 1) Each discrimination, harassment, and retaliation resolution process, including any Final Determination regarding responsibility or appeal, and any audio or audiovisual recording or transcript required under federal regulation
- 2) Any disciplinary sanctions imposed on the Respondent
- 3) Any supportive measures provided to the Parties and any remedies provided to the Complainant or the community designed to restore or preserve equal access to the College's education program or activity
- 4) Any appeal and the result accordingly
- 5) Any Informal Resolution and the result therefrom
- 6) All materials used to provide training to the Title IX Coordinator, Title IX Coordinator and designees, Investigators, Decision-makers, Appeal Decision-makers, Informal Resolution Facilitator, and any person who is responsible for implementing the College's Resolution Process, or who has the authority to modify or terminate supportive measures. The College will make these training materials available for review upon request.
- 7) All materials used to train all employees consistent with the requirements in the Title IX Regulations.

The College will also maintain all records in accordance with state and federal laws.

30. Accommodations and Support During the Resolution Process

Disability Accommodations

College is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to the College's Resolution Process.

Anyone needing such accommodations or support should contact the Title IX Coordinator, who will work with disability support colleagues as appropriate to review the request and, in consultation with the person requesting the accommodation, determine which accommodations are appropriate and necessary for full process participation.

Other Support

The College will also address reasonable requests for support for the Parties and witnesses, including:

- Language services/Interpreters
- Access and training regarding use of technology throughout the Resolution Process
- Other support as deemed reasonable and necessary to facilitate participation in the Resolution Process

31. Revision of these Procedures

These procedures succeed any previous procedures addressing discrimination, harassment, and retaliation for incidents occurring on or after August 1, 2024. The Title IX Coordinator will regularly review and update these procedures. The College reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If governing laws or regulations change, or court decisions alter, the requirements in a way that impacts this document, this document will be construed to comply with the most recent governing laws or regulations or court holdings.

This document does not create legally enforceable protections beyond the protections of the background state and federal laws that frame such policies and codes, generally.

These procedures are effective August 1, 2024.

Appendix A: Definitions

The following definitions apply to this policy:

- **Advisor.** Any person chosen by a party, or appointed by the institution, may accompany the party to all meetings related to the Resolution Process and advise the party on that process.
- **Title IX Coordinator.** The person with primary responsibility for overseeing and enforcing the Equal Opportunity, Harassment, and Nondiscrimination Policy. As used in these policies and procedures, the “Title IX Coordinator” also includes their designee(s).
- **Appeal Decision-maker.** The person or panel who accepts or rejects a submitted appeal request, determines whether any of the grounds for appeal are met, and directs responsive action(s), accordingly.
- **Complainant.** A student or employee who is alleged to have been subjected to conduct that could constitute discrimination, harassment, or retaliation under the Policy; or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute discrimination or harassment or under the Policy and who was participating or attempting to participate in the College’s education program or activity at the time of the alleged discrimination, harassment or retaliation.
- **Complaint.** An oral or written request to the College that can objectively be understood as a request for the College to investigate and decide about the alleged Policy violation(s).
- **Confidential Employee.**
 - An employee whose communications are privileged or confidential under federal or state law. The employee’s confidential status, for purposes of this definition, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; or
 - An employee whom the College has designated as confidential under this Policy for the purpose of providing services to persons related to discrimination, harassment, or retaliation. If the employee also has a duty not associated with providing those services, the employee’s confidential status only applies with respect to information received about discrimination, harassment, or retaliation in connection with providing those services; or
 - An employee who is conducting an Institutional Review Board-approved human-subjects research study designed to gather information about discrimination, harassment, or retaliation. The employee’s confidential status only applies with respect to information received while conducting the study.
- **Day.** A business day when the College is in normal operation. All references in the Policy to days refer to business days unless specifically noted as calendar days.
- **Decision-maker.** The person or panel who hears evidence, determines relevance, and makes the Final Determination of whether Policy has been violated and/or assigns sanctions.
- **Education Program or Activity.** Locations, events, or circumstances where the College exercises substantial control over the context in which the discrimination, harassment, and/or retaliation occurs and includes any building owned or controlled by a student organization that the College officially recognizes.
- **Employee.** A person employed by the College either full- or part-time, including student employees when acting within the scope of their employment.
- **Final Determination.** A conclusion by the standard of proof that the alleged conduct did or did not violate Policy.
- **Finding.** A conclusion by the standard of proof that the conduct did or did not occur as alleged (as in a “finding of fact”).
- **Informal Resolution.** A resolution agreed to by the Parties and approved by the Title IX Coordinator that occurs prior to a Final Determination in the Resolution Process.

- **Investigation Report.** The Investigator’s summary of all relevant evidence gathered during the investigation. Variations include the Draft Investigation Report and the Final Investigation Report.
- **Investigator.** The person(s) authorized by the College to gather facts about an alleged violation of this Policy, assess relevance and credibility, synthesize the evidence, and compile this information into an Investigation Report.
- **Knowledge.** When College receives Notice of conduct that reasonably may constitute harassment, discrimination, or retaliation in its Education Program or Activity.
- **Mandated Reporter.** A College employee who is obligated by Policy to share Knowledge, Notice, and/or reports of discrimination, harassment, and/or retaliation with the Title IX Coordinator.⁸
- **Nondiscrimination Team.** The Title IX Coordinator, any deputy coordinators, and any member of the [Resolution Process Pool](#).
- **Notice.** When an employee, student, or third party informs the Title IX Coordinator of the alleged occurrence of discriminatory, harassing, and/or retaliatory conduct.
- **Parties.** The Complainant(s) and Respondent(s), collectively.
- **Pregnancy or Related Conditions.** Pregnancy, childbirth, termination of pregnancy, or lactation, medical conditions related thereto, or recovery therefrom.
- **Protected Characteristic.** Any characteristic for which a person is afforded protection against discrimination and harassment by law or College Policy.
- **Relevant Evidence.** Evidence that may aid a Decision-maker in determining whether the alleged discrimination, harassment, or retaliation occurred, or in determining the credibility of the Parties or witnesses.
- **Remedies.** Typically, post-resolution actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore or preserve equal access to the College’s Education Program and Activity.
- **Resolution Process.** The investigation and resolution of allegations of prohibited conduct under this Policy, including Informal Resolution, Administrative Resolution, and/or Hearing Resolution.
- **Respondent.** A person who is alleged to have engaged in conduct that could constitute discrimination based on a protected characteristic, harassment, or retaliation for engaging in a protected activity under this Policy.
- **Sanction.** A consequence imposed on a Respondent who is found to have violated this, Policy.
- **Sex.** Sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- **Student.** Any person who has gained admission.
- **Title IX Coordinator.** At least one official designated by the College to ensure ultimate oversight of compliance with Title IX and the College’s Title IX program. References to the Coordinator throughout the Policy may also encompass a designee of the coordinator for specific tasks.

⁸ Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of persons with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility under this Policy.

Appendix B: Statement Of the Parties' Rights

Under this Policy and procedures, the Parties have the right to:

- An equitable investigation and resolution of all credible allegations of prohibited discrimination, harassment, retaliation, and Other Prohibited Behaviors, when reported in good faith to college officials.
- Timely written notice of all alleged violations, including the identity of the Parties involved (if known), the specific misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated Policies and procedures, and possible sanctions.
- Timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants) by updating the Notice of Investigation and Allegation(s) (NOIA) as needed to clarify potentially implicated Policy violations.
- Be informed in advance of any College public release of information regarding the allegation(s) or underlying incident(s), whenever possible.
- Have all personally identifiable information protected from the College's release to the public without consent, except to the extent permitted by law.
- Be treated with respect by college officials.
- Have College Policy and these procedures followed without material deviation.
- Voluntarily agree to resolve allegations under this Policy through Informal Resolution without College pressure, if Informal Resolution is approved by the Title IX Coordinator.
- Not be discouraged by college officials from reporting discrimination, harassment, retaliation, and Other Prohibited Behavior to both on-campus and off-campus authorities.
- Be informed of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by the College in notifying such authorities, if the party chooses. This also includes the right to not be pressured to report.
- Have allegations of violations of this policy responded to promptly and with sensitivity by College officials.
- Be informed of available supportive measures, such as counseling, advocacy, health care, student financial aid, and/or other services, both on-campus and in the community.
- A College-implemented no-contact order or a no-trespass order against a non-affiliated third party when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
- Be informed of available assistance in changing academic, living, and/or employment situations after an alleged incident of discrimination, harassment, and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either institutional or criminal, needs to occur for this option to be available. Such actions may include, but are not limited to:
 - Changing an employee's work environment (e.g., reporting structure, office/workspace relocation)
 - Transportation assistance
 - Rescheduling or adjusting an exam, paper, and/or assignment
 - Receiving an incomplete in, or a withdrawal from, a class (may be retroactive)
 - Transferring class sections
 - Temporary withdrawal/leave of absence (may be retroactive)
 - Campus safety escort
 - Alternative course completion options
- Have the College maintain supportive measures for as long as necessary and for supportive measures to remain confidential, provided confidentiality does not impair the College's ability to provide the supportive measures.
- Receive sufficiently advanced written notice of any College meetings or interviews involving another party, when possible.
- Identify and have the Investigator(s) and/or Decision-maker question relevant available witnesses, including expert witnesses.
- Provide the Investigator(s)/Decision-maker with a list of questions that, if deemed relevant and permissible by the Investigator(s)/Decision-maker, may be asked of any party or witness.
- Access the relevant evidence obtained and respond to that evidence.

- A fair opportunity to provide the Investigator(s) with their account of the alleged misconduct and have that account be on the record.
- Receive a copy of all relevant and permissible evidence obtained during the investigation, subject to privacy limitations imposed by federal and state law and be given ten (10) business days to review and comment on the evidence.
- The right to receive a copy of the Final Investigation Report, including all factual, Policy, and/or credibility analyses performed, and to have at least seven (7) business days to review the report prior to the determination.
- Be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- Regular status updates on the investigation and/or Resolution Process.
- Have reports of alleged Policy violations addressed by Resolution Process Pool members who have received relevant annual training as required by law.
- Preservation of confidentiality/privacy, to the extent possible and permitted by law.
- Meetings, interviews, and/or hearings that are closed to the public.
- Petition that any college representative in the process be recused based on disqualifying bias and/or conflict of interest.
- Be able to select an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Resolution Process.
- Apply the appropriate standard of proof, preponderance of the evidence, to make a Finding and Final Determination after an objective evaluation of all relevant and permissible evidence.
- Be present, including presence via remote technology, during all testimony given and evidence presented during any hearing.
- Have an impact and/or mitigation statement considered by the Decision-maker following a determination of responsibility for any allegation, but prior to sanctioning.
- Be promptly informed of the Resolution Process finding(s) and sanction(s) (if any) and be given a detailed rationale of the decision (including an explanation of how credibility was assessed) in a written outcome letter delivered to the Parties simultaneously (without undue delay).
- Be informed in writing of when a college decision is considered final and any changes to the Final Determination or sanction(s) that occur post outcome letter delivery.
- Be informed of the opportunity to appeal the Resolution Process finding(s) and sanction(s), and the procedures for doing so in accordance with the College's grounds for appeal.
- A fundamentally fair resolution as defined in these procedures.

Appendix C: Privacy, Privilege, And Confidentiality

For this Policy, the terms privacy, confidentiality, and privilege have distinct meanings.

- **Privacy.** Means that information related to a complaint will be shared with a limited number of college employees who “need to know” to assist in providing supportive measures or evaluating, investigating, or resolving the Complaint. All employees who are involved in the College’s response to Notice under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with federal and state law.
- **Confidentiality.** Exists in the context of laws or professional ethics (including Title IX) that protect certain relationships, including clinical care, mental health providers, and counselors. Confidentiality also applies to those designated by the College as Confidential Employees for purposes of reports under this Policy, regardless of legal or ethical protections. When a Complainant shares information with a Confidential Employee, the Confidential Employee does not need to disclose that information to the Title IX Coordinator. The Confidential Resource will, however, provide the Complainant with the Title IX Coordinator’s contact information, assist the Complainant in reporting, if desired, and provide them with information on how the College can assist them. With respect to Confidential Employees, information may be disclosed when: (1) the reporting person gives written consent for its disclosure; (2) there is a concern that the person will likely cause serious physical harm to self or others; or (3) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or persons with disabilities. Non-identifiable information may be shared by Confidential Employees for statistical tracking purposes as required by the Clery Act/Violence Against Women Act (VAWA). Other information may be shared as required by law.
- **Privilege.** Exists in the context of laws that protect certain relationships, including attorneys, spouses, and clergy. Privilege is maintained by a provider unless a court orders the release of the privilege (e.g., a client, spouse, parishioner) waives the protections of the privilege. The College treats employees who could have privileged communications as Confidential Employees.

The College reserves the right to determine which College officials have a legitimate educational interest in being informed about student-related incidents that fall under this Policy, pursuant to FERPA.

Only a small group of officials who need to know will typically be told about the Complaint. Information will be shared as necessary with Investigators, Decision-makers, Appeal Decision-makers, witnesses, the Parties, and the Parties’ Advisors. The circle of people with this knowledge will be kept as tight as possible to preserve the Parties’ rights and privacy, and release is governed by the institution’s unauthorized disclosure policy.

The College may contact students’ parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student prior to doing so.

Appendix D: Training for Members of the Resolution Process Pool

Resolution Process Pool members receive annual training related to their respective roles. This training may include, but is not limited to:

- The scope of the College’s Equal Opportunity, Harassment, and Nondiscrimination Policy
- The College’s Resolution Process
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias and confirmation bias
- Treating Parties equitably
- Disparate treatment and/or impact
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- Trauma-informed practices pertaining to investigations and resolution processes
- How to conduct questioning
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all prohibited conduct
- How to investigate and grievance process, including administrative resolutions, hearings, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and based on sex, race, religion, and other protected characteristics
- Any technology to be used at a live hearing
- Issues of relevance of questions, evidence, and investigation report creation
- How to determine appropriate sanctions in reference to all forms of harassment, discrimination, and/or retaliation allegations
- Recordkeeping

Additional Training Elements Specific to Title IX

All investigators, Decision-makers, and other persons who are responsible for implementing college’s Title IX policies and procedures will receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX or this part, and annually thereafter. Materials will not rely on sex stereotypes. Training topics include, but are not limited to:

- How to conduct a sex discrimination resolution process consistent with the Nondiscrimination Procedures, including issues of disparate treatment, disparate impact, sex-based harassment, quid pro quo, hostile environment harassment, and retaliation
- The meaning and application of the term “relevant” in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under the Title IX Regulations
- Training associated with College’s Informal Resolution process
- The role of the Title IX Coordinator
- Supportive Measures
- Clery Act/VAWA requirements applicable to Title IX
- College’s obligations under Title IX
- How to apply definitions used by the College with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with the Policy
- Reasonable modifications and specific actions to prevent discrimination and ensure equal access for pregnancy or related conditions
- Any other training deemed necessary to comply with Title IX

Title: Disability Accommodations for Students and Academic Units	
Originated by: Dean of Student Services	Originated Date: 6/17/2024
Approval Date:	
Revised by:	Revised Date:
Reviewed on:	

Policy Statement

Manhattan Area Technical College (MATC) does not discriminate based on disability in admission, treatment, or access to its programs or activities, nor in employment in its programs or activities. The College is committed to providing equal educational access for qualified students with disabilities in accordance with state and federal laws, including the Americans with Disabilities Act of 1990 as Amended, and Section 504 of the Rehabilitation Act of 1973. In addition, the College is committed to making all programs and activities sponsored by MATC accessible, as required by the Americans with Disabilities Act Accessibility Guidelines. To this end, all academic units are willing to make reasonable and appropriate adjustments to the classroom environment and the teaching, testing, or learning methodologies to facilitate equality of educational access for persons with disabilities.

I. Policy Definitions

A. Accommodations

“Accommodations,” in this policy, means modifications to a course, program or educational requirements of a program or course as are necessary and reasonable so that such requirements do not discriminate or have the effect of discriminating against a student based on a disability. Academic requirements that are essential to the course, to a student’s program of instruction, or which relate directly to licensing requirements will not be regarded as discriminatory. Modifications may include but are not limited to extended time for exams, preferential seating, reduced distractions in testing environments, and relocation of classrooms to accessible locations.

B. Accommodation Coordinator (AC)

“Accommodation Coordinator,” in this policy, means the official responsible for determining and coordinating reasonable accommodation, modification, and/or auxiliary aids and services for qualified prospective, newly admitted, or currently enrolled students.

C. Auxiliary Aids and Services

“Auxiliary Aids and Services,” in this policy, means accommodations that assist students with disabilities in the educational setting. Auxiliary aids and services may include but are not limited to digital textbooks, notetakers, sign language interpreters, enlarged text and real-time closed captioning. Devices or services of a personal nature such as personal care attendants, individually prescribed devices, or readers for personal use are not provided by the College.

D. Letter of Accommodation (LOA)

A Letter of Accommodations (LOA) is a document provided by the Accommodation Coordinator (AC) that explains to faculty the reasonable accommodations for a student. The Letter of Accommodations is given to students who are qualified students with a disability.

E. Person with a disability

“Person with a disability,” in this policy, means a person who has a physical or mental impairment which substantially limits one or more major life activities; who has a record of such impairment; or who is regarded as having such an impairment.

F. Qualified student with a disability

“Qualified student with a disability,” in this policy, means a student with a disability who meets the academic and technical standards required for admission and participation in educational program(s) and activities.

G. Student

“Student,” in this policy, means an individual who has applied for admission or readmission to the College; who is registered or enrolled in one or more courses for credit at the college; or who currently is not enrolled but has a continuing academic relationship with the college.

II. Policy Responsibilities/Procedures

A. Referral of Students to the Accommodation Coordinator (AC)

1. If a faculty or staff member is made aware that a student believes they are a qualified student with a disability in need of accommodations or auxiliary aids and services, the student should be referred to the self-disclose using the online form or stop by the Teaching and Learning Center for consultation with the Accommodation Coordinator.
2. Faculty may choose not to honor requests for accommodation that have not been approved by the AC.

B. Student Eligibility for Accommodation

1. A student is eligible for accommodation and/or auxiliary aids and services if they are documented as a qualified student with a disability and the Accommodation Coordinator has met with the student and determined that the functional limitations of the disability require such accommodation and/or auxiliary aids and services.
 - a. Students may request reasonable accommodation at any time by submitting an [online request \(https://manhattantech.edu/Accommodation/Request/Form\)](https://manhattantech.edu/Accommodation/Request/Form) to the AC.
 - b. Newly accepted and currently enrolled students are responsible for initiating a disability-related request for accommodation or auxiliary aids and services as early as possible in the semester, and prior to the time when the accommodation or auxiliary aids or service will be needed.
 - c. A mobility impaired student who encounters difficulty accessing a class or program in a MATC facility should meet with AC to obtain accommodation for ensuring that the program is accessible.
2. The Accommodation Coordinator has the discretion to determine the type of documentation necessary to establish the present level of the student's disability and its impact on the student's needs in the MATC setting. Any costs related to this initial documentation will be the responsibility of the student.

C. Determination, Limitations, and Notification Regarding Eligibility

1. Determination
The College is required to provide reasonable academic adjustments and auxiliary aids and services that are necessary to afford students with disabilities an equal opportunity to participate in MATC's educational programs. The Accommodation Coordinator determines accommodation(s) on a case-by-case basis, based on the documentation, the student's history, and specific functional limitations. The Accommodation Coordinator will determine whether accommodation or auxiliary aids or services are reasonable following an individual assessment of a student's written documentation and a personal meeting with the student. If necessary, the Accommodation Coordinator will collaborate with individual faculty members to identify reasonable accommodations that provide students with an equal opportunity without modifying essential course requirements.
2. Limitations
 - a. The College is not required to adjust or provide aids or services that would result in a fundamental alteration of an educational program or impose an undue burden on the College.
 - b. The College is not required to alter or modify a course or academic program to the extent that it changes the fundamental nature of that course or program.
 - c. Decisions regarding accommodation, auxiliary aids and/or services may require consultation with MATC faculty and/or administrators to consider the fundamental nature of a course or academic program.
 - d. Letters of accommodation are not retroactive.
3. Notification
The Accommodation Coordinator will provide a student with written notice regarding the

determination and any approved accommodation, or auxiliary aids and/or services. The AC communicates a student's approved accommodations via letters that are electronically provided to the student and their designated instructor(s). The letters include all the classroom accommodation that is approved for the individual student.

D. Student Right and Responsibilities

Student Rights

Every qualified student with a disability has the right to:

1. Equal access to educational and co-curricular programs, services, activities, and facilities available through Manhattan Tech.
2. Reasonable and effective accommodations, academic adjustments, and/or auxiliary aids as determined on a case-by-case basis.
3. Confidentiality regarding disability information including the right to choose to whom the disclosure of disability is made except as required by law.
4. Receive information in reasonably accessible formats (must meet request deadlines to ensure availability).

Student Responsibilities

1. A student has no obligation to inform the College that they have a disability; however, if a student desires accommodation(s) or other disability-related service from the College, the student must identify themselves as having a disability.
2. A student who wishes to request disability-related accommodations or modification of certain generally applicable academic requirements must provide the AC with timely, relevant, and complete written documentation of the disability for which accommodation is requested.
3. As early as possible in a semester, a student who has been approved for accommodation and/or use of auxiliary aids and services should seek a confidential meeting with faculty members to:
 - a. Discuss the Letter of Accommodation (LOA) from the Accommodation Coordinator approving the accommodation and/or use of auxiliary aids or services; and,
 - b. Make arrangements for implementation of the approved accommodation and/or use of auxiliary aids and services.
4. Meet Manhattan Tech's qualifications including essential technical, academic, and institutional standards.
5. Identify as an individual with a disability and request accommodation through the request form in a timely manner.
6. Provide documentation from an appropriate professional source verifying the nature of the disability, functional limitations, and the rationale for specific accommodations being recommended.
7. Follow specific procedures for obtaining reasonable and appropriate accommodations, academic adjustments, and/or auxiliary aids as outlined.
8. Students must abide by the Student Code of Conduct and all college policies and regulations.
9. Any student who feels that the granted accommodation is ineffective should inform the Accommodation Coordinator immediately, so that alternate accommodation may be considered.

E. Institutional Rights and Responsibilities

Manhattan Tech has the right and responsibility to:

1. Maintain the College's academic standards.
2. Require qualifying disability documentation to verify eligibility for disability accommodations, academic adjustments, and/or auxiliary aids.
3. Discuss students' eligibility with diagnosing professionals if signed consent has been given.
4. Select from among equally effective/appropriate accommodations, adjustments, and/or

- auxiliary aids in consultation with the student.
5. Deny requests for accommodations, academic adjustments, and/or auxiliary aids when disability documentation does not identify a specific disability, fails to verify the need for the requested services, or is not provided in a timely manner.
 6. Deny requests for accommodations, adjustment, and/or auxiliary aids that are inappropriate or unreasonable based on disability documentation including any that:
 - a. Pose a direct threat to the health and safety of others;
 - b. Constitute a substantial change or alteration of an essential course element/program standard, or
 - c. Pose undue financial or administrative burden on the College.

F. Faculty Responsibilities

1. Faculty members may not deny approved accommodation without consulting the Accommodation Coordinator to consider alternate means to accommodate a student's disability. At the request of a faculty member, the AC will review the accommodation provided for a specific course to consider their impact on the fundamental nature of a course or academic program.
2. Faculty members may not disclose the student's disability to any other student or faculty member without the consent of the student.
3. After receiving an accommodations letter, faculty members have up to 7 business days to provide the approved accommodations. This is to allow time for any administrative planning that may need to occur.
4. Course syllabi shall include the following statement:

Manhattan Area Technical College makes reasonable academic accommodation for students with disabilities. Students seeking reasonable accommodation must first submit documentation to verify their eligibility. If a disability is verified, the College will provide you with an electronic letter of accommodation to the student and approved faculty to initiate a private discussion regarding your specific needs in a course. You may request reasonable accommodation at any time; however, notices of reasonable accommodation should be provided as early as possible in the semester to avoid any delay in implementation. Note that students must obtain a new letter of accommodation for every semester and must meet with each faculty member prior to implementation in each class. Students are strongly encouraged to discuss letters of accommodation during faculty office hours or by appointment. Faculty members have the authority to ask students to discuss such letters during their designated office hours to protect the privacy of the student. For additional information, refer to the [Requesting Student Accommodations website \(manhattantech.edu/Accommodations\)](http://manhattantech.edu/Accommodations). You may also contact by texting/calling at (785) 367-3573 or email accommodations@manhattantech.edu.

G. ADA Coordinator

1. The ADA Coordinator shall receive and respond to complaints of discrimination based on disability, including allegations of failure to accommodate; oversee the College's response to requests for accommodation from students; and oversee the response to campus accessibility issues in collaboration with other offices.
2. The ADA Coordinator's office is in the Main Office. The ADA Coordinator can be reached by calling (785) 587-2800.

H. Discrimination and Harassment Measures

Individuals who believe that they have been discriminated against based on having a disability, a record of disability, or being regarded as disabled may file a complaint with the College pursuant to the Equal Opportunity, Harassment, and Nondiscrimination Policy (Policy No. 3.7.2)

I. Complaint Procedures

The College is committed to working with students with disabilities to resolve disagreements regarding the need for and/or implementation of accommodation. A student requesting accommodation and/or use of auxiliary aids or services may seek dispute resolution in accordance with the procedures below if the student either disagrees with a decision of the AC or is dissatisfied with the final accommodation.

1. Informal Resolution

Within seven (7) business days of receiving notice from the Accommodation Coordinator (AC) of the decision on their request for accommodations, or of any perceived failure to provide approved accommodation, a student may seek informal dispute resolution through the AC. If the AC cannot reach agreement with the student to resolve the concerns informally, the student may file a formal complaint.

2. Formal Resolution - *must be filed within thirty (30) college business days of the occurrence that prompted the complaint.*

The ADA Coordinator will review all written materials submitted by the AC and will interview, as necessary, the student, the AC, any faculty member involved, and any other person deemed relevant to the issue. The ADA Coordinator will decide and inform the student.

3. Appeal Process

If the student is not satisfied with the decision reached through formal or informal resolution, an appeal may be filed. For more information, see the grievance procedure.

J. Ineligibility

1. The Americans with Disabilities Act (ADA) applies to all qualified students with a disability. "Qualified student with a disability" is defined as a student with a disability who meets the academic and technical standards required for admission and participation in educational program(s) and activities. Students who do not meet these criteria within the definition of the ADA are not entitled to reasonable accommodation. The AC shall not issue any communications, directions or suggestions to faculty, staff or administrators regarding students who have not been certified as ADA-eligible.
2. Students who are not ADA-eligible but still have a problem affecting their academic performance (including temporary illness) may seek help from the officials in the Teaching and Learning Center or Student Services Office. These officials will respond to all such requests in accordance with established policies.



MANHATTAN AREA TECHNICAL COLLEGE

FY25 Interim Budget Proposal

	6/30/2025 <i>budget</i>	6/30/2024 <i>budget</i>
OPERATING REVENUES		
Student tuition <i>Based off prior year enrollment</i>	\$ 2,150,000	\$ 1,885,000
Credit Hour/Lab Fee <i>Est. 8,000 CRH</i>	\$ 1,264,772	\$ 1,265,922
Federal grants and contracts		
Perkins	\$ 103,950	\$ 125,007
Adult Ed. (AEFLA)	\$ 158,647	\$ 161,235
State Appropriations		
Tiered	\$ 1,863,454	\$ 2,028,420
Nontiered	\$ 750,543	\$ 765,308
Base Operating Grant	\$ 1,500,000	\$ 1,500,000
Cyber Security	\$ 250,000	\$ 250,000
Apprenticeship	\$ 152,480	\$ 149,130
Capital Outlay	\$ 376,045	\$ 385,123
Nursing Grant	\$ 89,879	\$ 87,080
Student Success Initiative Funds	\$ 186,601	
Excel in CTE <i>Based on prior year</i>	\$ 950,000	\$ 800,000
Auxiliary Sales and Services <i>RTC, Swag, etc.</i>	\$ 15,500	\$ 15,500
Interest Income	\$ 50,000	\$ 50,000
Misc. Student Fees	\$ 69,175	\$ 21,775
TOTAL OPERATING REVENUES	\$ 9,931,046	\$ 9,489,500
OPERATING EXPENSES		
Salaries	\$ 3,892,639	\$ 3,924,000
Benefits	\$ 1,062,415	\$ 941,000
Contractual Expenditures		
Facilities/Technology Contractual Services	\$ 745,780	\$ 665,580
Outside Partnerships/Consulting	\$ 560,000	\$ 422,000
Institutional Effectiveness/Compliance <i>(Audit, HLC Accred., Legal, HR, Insurance, Merchant Services)</i>	\$ 320,067	\$ 344,017
Non Contractual Expenditures		
Professional Development/Travel	\$ 79,529	\$ 72,190
Program Course Expense	\$ 639,073	\$ 564,810
Administrative & Departmental Supplies/Marketing/Events	\$ 163,540	\$ 292,364
Capital Outlay		
Facilities/Equipment	\$ 863,140	\$ 1,546,275
Lease/Loan Payments	\$ 140,219	\$ 134,417.00
BHE Loan Payment	\$ 91,775	
Interest Expense	\$ 70,000	\$ 75,445.90
Operational Liabilities		
Unclaimed Checks	\$ 1,000	\$ 1,000
Reserves	\$ 500,000	\$ 280,000
TOTAL EXPENSES	\$ 9,129,177	\$ 9,263,099
OPERATING INCOME (LOSS)	\$ 801,869	\$ 226,401