



# **Student Handbook**

## **2025-2026**

COASTAL VIRGINIA'S PREMIER UNIVERSITY OF THE LIBERAL ARTS AND SCIENCES

The Virginia Wesleyan University Student Handbook applies to all Virginia Wesleyan University students and consists of an array of statements, policies, and standards, as well as the University's Honor Code and The Wesleyan Creed. All are designed to promote an environment that supports the University's mission while fostering a safe, secure, and inclusive community that will prepare students to meet the challenges of life and career in a complex and rapidly changing world.

All students are expected to uphold the University's *Mission Statement* and abide by the University's *Honor Code*, *The Wesleyan Creed*, and all other standards that govern conduct and behavior.

Updated April 2025

## General Information

The Student Handbook contains important information about Virginia Wesleyan University's expectations regarding student conduct, student rights and responsibilities, relevant processes and procedures to address alleged misconduct, and available support services.

The Standards of Student Conduct in the *Student Handbook* apply to conduct that occurs on Virginia Wesleyan University premises and at University-sponsored activities, including off-campus events and programs. The Standards of Student Conduct also apply to students studying away through a University-approved program. Finally, the Standards of Student Conduct apply to conduct by VWU students at other locations or in connection with other activities.

Each student shall be responsible for their conduct from the time of matriculation through the actual awarding of a degree, even though the conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of enrollment. The Standards of Student Conduct shall apply to a student's conduct even if the student withdraws from the University while a disciplinary matter is pending. A prospective student's behavior prior to

matriculation is also subject to review and may be utilized as a contributing factor to determine enrollment.

Placement on any level of probation through the University's Arbitration or Honor Code Systems may impact and/or restrict participation in a variety of campus-wide programs or opportunities. Examples include, but are not limited to, participation in University sponsored trips, campus employment, athletics, or ability to serve in a leadership position of a club or organization.

All students at Virginia Wesleyan University are bound by the policies and regulations noted within the *Student Handbook*. The University reserves the right to make changes in the procedures, policies, and regulations contained within the Handbook at any time at its sole discretion. Questions or comments about the *Student Handbook* should be directed to the Senior Vice President.

## Accreditation

Virginia Wesleyan University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award baccalaureate and master's degrees. Questions about the accreditation of Virginia Wesleyan University may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (<http://www.sacscoc.org>).

The University's Bachelor of Arts in Sports and Recreation Professions is accredited by the Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COART). The Bachelor of Social Work (BSW) is accredited by the Council on Social Work Education (CSWE). VWU's Professional Education Program is approved by the Virginia Board of Education ([Virginia Department of Education Approved Teacher Education Programs](#)) according to standards set out in the *Code of Virginia* and [Regulations Governing the Review and Approval of Education Program in Virginia](#). Questions about the accreditation of these programs should be

directed to the respective agencies. Other inquiries should be directed to the University and program directors.

## University Mission and Heritage of Virginia Wesleyan University

**Mission Statement.** An inclusive community grounded in the liberal arts and sciences and dedicated to scholarship, service, lifelong learning, and environmental stewardship, Virginia Wesleyan University inspires students to build meaningful lives through engagement in Coastal Virginia’s dynamic metropolitan region, the nation, and the world.

**Proud of our Past, Focused on our Future.** The concept for Virginia Wesleyan University began in 1959 when Methodist minister Joseph Johnston proposed a four-year, private college—the first of its kind in South Hampton Roads. Within two years of planning, the school had a name, a charter, and an expanding body of supporters from the Methodist Church (now United Methodist) and the regional business community. Chartered in 1961, Virginia Wesleyan College first opened its doors to students in 1966.

Virginia Wesleyan College received full accreditation in its first year of eligibility, enjoyed steady enrollment gains, and attained membership in the selective Virginia Foundation for Independent Colleges. The College held its first commencement in May 1970, graduating 41 pioneering students. Since then, the University has grown to approximately 1,600 students and 10,000 alumni.

Rooted in the liberal arts tradition as well as its Methodist heritage, Virginia Wesleyan provides a broad academic foundation while cultivating productive and engaged citizens. The enhanced curricular model at Virginia Wesleyan, implemented in 2011, prepares students by providing them with expanded opportunities to learn by doing, to connect theory to practice, and to link the classroom to the world.

In 2016, the institution organized its academic program into three schools—the Susan S. Goode School of Arts and Humanities, the Joan P. Brock School of Mathematics and Natural Sciences and the Birdsong School of Social Science. The Batten Honors College was also initiated in 2016 and establishment of University College and the D. Henry Watts School of Professional Studies followed. In 2020, the University launched Virginia Wesleyan University Global Campus, to include Evening and Weekend Programs, VWU Online, non-credit programs and a partnership campus in Tokyo, Japan, named Lakeland University Japan and Virginia Wesleyan University Global. The new venture builds upon and replaces the existing University College structure.

LUJ/VWU Global is an institution that teaches 400 students from 30 countries in an English-speaking associate's degree program. One of only two approved American universities in Japan, LUJ/VWU Global is fully accredited (under Lakeland University) by the Higher Learning Commission.

Virginia Wesleyan College was authorized by the State Council of Higher Education for Virginia to become Virginia Wesleyan University, effective with the start of the 2017-18 academic year. Many institutional achievements led to this pivotal moment in the institution's history, most notably the structuring of the academic program, initiation of the Batten Honors College, completion of a comprehensive campus master planning process, and a move to Level III status with the Southern Association of Colleges and Schools Commission on Colleges. The change in status enabled the addition of two new graduate programs and an online degree program for adults.

Virginia Wesleyan has had four presidents: Joseph S. Johnston (1965), Lambuth M. Clarke (1966-1992), William T. "Billy" Greer (1992-2015), and Scott D. Miller (2015-).

## Virginia Wesleyan Honor Code

As a liberal arts and sciences university, Virginia Wesleyan is committed to values of citizenship and social responsibility fundamental to a community of scholars.

People who join this academic community agree to maintain academic honesty and, therefore, not to cheat, lie, falsify data or commit plagiarism or academic theft.

The purpose of the *Honor Code* at Virginia Wesleyan University is to foster an environment of learning based upon trustworthiness and willingness to assume personal responsibility for honorable behavior. [View the complete Honor Code.](#)

## The Wesleyan Creed

As a liberal arts and sciences university, Virginia Wesleyan is committed to values of citizenship and social responsibility fundamental to a community of scholars. Students who join this academic community are expected to follow a code of appropriate behaviors and actions in their daily lives. These ideals make up *The Wesleyan Creed*. View the complete [Wesleyan Creed](#).

## Diversity Statement

Virginia Wesleyan University values the benefits of its diversity. We are committed to educating the campus community about issues of diversity. The campus promotes the freedom of thought and opinion in the spirit of mutual respect. Our campus community is enriched through programs, activities, and interactions by celebrating our uniqueness as well as our commonalities.

This commitment to diversity links programs and services that support the distinctiveness of individuals regardless of racial and ethnic backgrounds, physical and cognitive abilities, family status, sexual orientation, socioeconomic status, age, and religious and spiritual values.

## Nondiscrimination Statement

An essential feature of this community is an environment in which all students, faculty, administrators, and staff are able to study and work free from bias and harassment. Such an environment contributes to the growth and development of each member of the community.

Virginia Wesleyan University admits students of any race, religion, color, creed, gender, national and ethnic origin, age, marital status, covered veteran status, handicap, sexual orientation, gender identity or expression, or any other legally protected status to all the rights, privileges, programs, and activities generally accorded or made available to students at the University. It does not discriminate on the basis of race, religion, color, creed, gender, national or ethnic origin, age, marital status, covered veteran status, handicap, sexual orientation, gender identity expression, or any other legally protected status in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other University-administered programs.

## Land Acknowledgement Statement

Our University acknowledges that we live, study, and work on the traditional homelands of the Chesapeake people. We honor the land itself and give gratitude to the indigenous peoples who have stewarded it throughout generations. We respectfully, inclusively, and proudly support our local Chesapeake community.

## Freedom of Expression Policy

Virginia Wesleyan University is an inclusive environment that appreciates and celebrates freedom of expression. The University understands that with freedom comes responsibility. We trust that our community members will practice good judgment and consider the rights of others, as well as their own when practicing

such freedom. Moreover, our community recognizes that, on occasion, some members of the community may view the expression of certain ideas of others as offensive, insensitive, or even harmful. However, the University does not tolerate expressions or actions that may be qualified as “hate speech” based on such expression’s targeting federally protected classes.

The University prohibits expression considered unlawful or that which violates institutional policy or disrupts essential University operations. Additionally, the University may reasonably regulate the time, place, or manner of some expression to ensure that it does not disrupt the mission's essential functions of delivering education and providing a safe and secure campus. Prohibited language or expression includes, but is not limited to, sexual harassment, bullying, trespassing, defamation, civil harassment, hate speech, imminent threats, and incitement to unlawful conduct.

## University Seal, Mascot and Colors, Alma Mater, and Fight Song



**University Seal.** In 1964, the Virginia Wesleyan College Board of Trustees adopted the original seal to reflect the College's United Methodist heritage. The official seal was displayed on the first diplomas and was used for all subsequent commencement materials and other documents until May 31, 2017, when an updated version was implemented reflecting the transition from College to University status. The seal is an embellished circle, with the University's name and date of charter, featuring a cross and the initials of Virginia Wesleyan entwined in a diamond.



**University Mascot and Colors.** The blue marlin was chosen as the University mascot in 1964 to signify the fighting spirit of one of the Atlantic seaboard's largest and most difficult fish to conquer. Virginia Wesleyan University athletic teams are known as The Marlins and wear school colors, navy blue and silver.

### **University Alma Mater**

Music by David Clayton and Words by Sandra Billy - Composed in 2002

*On Lake Taylor by the Bay, seagulls soar where Marlins play.*

*Sunlight streams across the fields and shimmers through the trees.*

*Truth and honor.*

*Service, Knowledge.*

*Wisdom lights the way.*

*Our paths may lead around the world, but our hearts stay at Wesleyan.*

### **University Fight Song**

Music and Lyrics by Bill Bishop and Joanne Renn - Composed in September 2011

*On Virginia Wesleyan, on to victory*

*Let's go get 'em, Wesleyan, Let's make history*

*We're behind you Marlins, as we raise our voices high*

*M-A-R-L-I-N-S, Wesleyan do or die*

*VeeDUB, VeeDUB FIGHT, FIGHT, FIGHT*

*Wesleyan do or die.*

*Fight Blue Marlins, till we win, pride will soon prevail*

*Fear the fish is what we shout, we will never fail.*

*Blue and silver lead the way, our colors never run*

*M-A-R-L-I-N-S, Wesleyan number ONE.*

*VeeDUB, VeeDUB, FIGHT, FIGHT, FIGHT*

*Wesleyan number ONE.*

## Emergency Procedures

For the safety and welfare of our campus community, Virginia Wesleyan University may institute interim regulations to address certain emergency or situational conditions. Adjustments to existing policies and/or the introduction of interim regulations will be shared with the members of the community effectively and in a timely fashion.

This information is a quick reference for specific emergencies. A complete description of [Virginia Wesleyan University's Emergency Operations Plan](#) can be found on the University's website

In the event of any crisis that affects the Virginia Wesleyan University campus, steps will be taken immediately to assure the safety and security of the campus community. Virginia Wesleyan University will communicate quickly and resume normal operation as soon as it is practical. The Virginia Wesleyan University Emergency Response Team (ERT) is comprised of key administrators who are responsible for preparing for and responding to campus emergencies of all varieties.

In case of an emergency, the University will utilize the following means to communicate important information:

- University Website
- LiveSafe (the campus safety app)
- Campus Siren
- University Voicemail
- University Email

It is important for all members of our community to take responsibility for their own safety and well-being. Everyone should be aware of their environment and avoid situations that could potentially harm them.

**Communicable Diseases.** Community is the heart of Virginia Wesleyan University. Learning, living, and engaging with one another is an invaluable aspect of campus life. As we are all managing the reality of living in a pandemic era, Virginia Wesleyan will make every effort to provide a safe campus environment. Similarly, the University encourages all members of our community to assist in this regard by practicing the Centers for Disease Control's (CDC) recommended guidelines to include appropriate social distancing (six feet or more), maintaining proper hygiene through disinfecting and washing hands, and through the use of face masks. The University implores faculty, staff, students, and visitors to adhere to the most current guidance from the CDC, Federal Government, and the Commonwealth of Virginia. Individuals that do not comply with directives may be endangering the well-being of others and may be subject to disciplinary action.

**Fire.** In the event of a fire:

- Immediately evacuate the building using the nearest available exit. Leave all items and leave as quickly as possible.
- When leaving a room, check the door for heat and open the door slowly.
- Do not use elevators.
- If you are unable to leave your office or room, try to exit through a window or yell for help.
- If possible, activate the fire alarm on your way out.
- Assist in evacuation of others.
- Call 911 for emergency services.
- Call Campus Security 757.233.8888.
- Stay away from the building.
- Wait for the all clear given by Campus Security or the Office of Residence Life.
- If the fire is not large, try to use the appropriate fire extinguisher, but do not put your safety at risk.

**Weather Emergencies.** During times of severe weather, evacuation of a building may not be advisable. If you have to take shelter in a building, instructions such as

staying inside away from windows will be communicated using one or all of the methods listed above.

**Tornados.** When the National Weather Service issues a tornado warning for our area, the warning occurs when a tornado has been sighted or is being indicated on radar in the Norfolk/Virginia Beach area, the Campus Siren will be sounded, and a LiveSafe message will be issued.

Students, faculty, and staff should take the following precautionary steps:

- Move to the lowest part of the building or a central hallway without windows.
- Stay as far away from windows, mirrors, or unsecured objects such as dressers, cabinets, or bookcases.
- Do not use elevators.
- Be ready to assist those with disabilities.
- Remain in the safe area until the warning has expired and you have been given the all clear from Campus Security, Office of Residence Life, or other University officials.
- Listen to local TV, radio stations, or your weather radio.
- Planning and knowing where you are to go in severe weather situations will help save your life.

**Unforeseen Life-Threatening Emergencies.** An Unforeseen Life-Threatening Emergency is defined as a crisis where the actions of an individual or group of individuals may result in serious injury and/or death to members of the campus community. An Unforeseen Life-Threatening Emergency is not a situation such as a health concern or other non-urgent matter that can be managed through means that will not disrupt the campus community. Gunfire, bomb threats, and hostage situations are all examples of Unforeseen Life-Threatening Emergencies.

All Unforeseen Life-Threatening Emergencies will require the response of the Virginia Beach Police Department, and the University's primary responsibility during an Unforeseen Life-Threatening Emergency will be communication.

- Call 911 for emergency services.
- Call Campus Security 757.233.8888.

**Class Cancellation.** Information about class cancellations can be found on the University's website or on local television and radio stations.

### **Medical Emergency.**

- Remain calm.
- Provide first aid and CPR if you are certified.
- Call 911 for emergency services.
- Call Campus Security 757.233.8888.
- Do not attempt to move the person unless the person's life is in danger. Check the area for possible things that could make the situation hazardous.
- Assist Campus Security and the Fire Department if needed.
- Campus Security will notify the Office of Residence Life and the Senior Vice President, if it is a student injury.
- Campus Security will notify Academic Affairs or the Office of Finance and Administration when a faculty or staff member is ill or injured.

## Missing Student

The purpose of this policy is to establish procedures for Virginia Wesleyan University to respond to and assist with the reports of missing students as required under the Higher Education Opportunity Act of 2008.

For the purpose of this policy, a student at Virginia Wesleyan University will be considered missing:

- If after 24 continuous hours, a student's location is not known and with reasonable inquiry, it cannot be determined where they may be.

OR

- When a student's actions are contrary to an established pattern of behavior or there are unusual circumstances that may have caused their absence.

All students have the opportunity, through Web Advisor, to designate an individual or individuals to be emergency contacts, who may be notified by the University 24 hours from the time the student is determined to be missing. The designation of emergency contact will remain in effect until changed or revoked by the student.

### **Policy and Procedure**

- All reports of missing resident students shall be directed to the Office of Residence Life and/or Campus Security.
- An investigation will be initiated to determine the validity and credibility of the missing person report. Staff will gather all essential information about the student from the person making the report and from the student's acquaintances. The information obtained includes, but will not be limited to, personal descriptors, clothing last worn, locations where the student may be, persons or witnesses who may have information, vehicle descriptions, and information regarding the physical and mental well-being of the student, up-to-date photographs, and class schedule.
- Staff will make every effort to find the student on campus. Staff will also determine if the student's vehicle is on campus, if the person has accessed any area via the key card system, or if the student has registered any guests. Other students, friends, and acquaintances may also be interviewed.
- After a search of the campus has been completed, and if further information is not forthcoming, the Director of Security or designee, in consultation with the Senior Vice President, may choose to notify the campus community to ask for help in locating the missing person.
- In consultation with the Senior Vice President, campus officials, the student's emergency contact, or the reporting party may choose to file a missing person report with the Virginia Beach Police Department. All pertinent information relative to the incident will be provided to the responding police officer and the

University will continue to cooperate in the investigation in accordance with the laws governing the Commonwealth of Virginia.

- All community inquiries into the matter will be referred to the Office of Marketing and Communications or a designated spokesperson.
- After 24 hours of the initial report, the missing person's emergency contact will be notified by Campus Security or a Campus Life representative. If a student is less than 18 years old, the student's parent(s) or legal guardian(s) will be notified.
- In the case of a missing student that is over 18 years old and has not designated anyone to be notified or if other contact information cannot be located, the University communication with the Virginia Beach Police may be sufficient.
- As per standard operating procedure, a detailed report of the incident will be generated and shared with the appropriate campus administrators.

## Release of University Documents and Information

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

- Parents or eligible students have the right to request that the school correct records, which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - a. School officials with legitimate educational interest;
  - b. Other schools to which a student is transferring;
  - c. Specified officials for audit or evaluation purposes;
  - d. Appropriate parties in connection with financial aid to a student;
  - e. Organizations conducting certain studies for or on behalf of the school;
  - f. Accrediting organizations;
  - g. To comply with a judicial order or lawfully issued subpoena;
  - h. Appropriate officials in cases of health and safety emergencies; and
  - i. State and local authorities, within a juvenile justice system, pursuant to specific State law.

Virginia Wesleyan University may disclose certain directory information of a student to certain internal persons for educational purposes or internal business if the student has not opted out of such disclosure. Directory information includes a student's name, address, telephone number, email address, sex, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height as a member of an athletic team, dates of attendance, and degrees and awards received. Students may annually request that the institution not disclose directory information about them.

## Intellectual Property

Virginia Wesleyan University is a community dedicated to teaching, scholarship, and research. The University seeks to encourage creativity and innovation among its faculty, students, and staff. To support this endeavor, the University provides equipment, facilities, information resources, and personnel. The University also seeks specific support for creative activity from external sources, both private and public.

This Intellectual Property Policy is implemented as part of our mission as a not-for-profit institution. The specific aims of the Policy are to:

- Ensure that the traditional rights of scholars and researchers to the monetary and other benefits of their labor are respected.
- Protect the rights of the University (which it might or might not choose to exercise) with respect to intellectual property created with substantial University resources beyond normal use, or with substantial resources dedicated to the creator's use in the production of the property.
- Encourage the development and dissemination of intellectual property by providing appropriate incentives to creators and the University.
- Facilitate the wide transfer of useful inventions, writings and works of art to society.
- Protect the University's name and trademarks.

### Section I: Introduction

Intellectual property and technology transfer are matters of importance to Virginia Wesleyan because of their potential to advance the state of knowledge and contribute to the greater social good; to absorb substantial institutional resources in their creation; to generate income; and to raise ethical and legal questions of actual or perceived conflict of interest for the inventor and the University.

Traditionally, in institutions of higher learning, the ownership of literary, artistic, and scholarly works has rested with the creator.

The policy exists to encourage creativity, innovation, and research, clarify ownership of intellectual property rights, create opportunities for public use of University innovations, and provide for the equitable distribution of monetary and other benefits derived from intellectual property. Its focus is on the determination of a property's ownership and the equitable division of the rewards stemming from it. This policy does not reverse the traditional ownership by the creator of, for example, a poem, a painting, or a scholarly work.

## Section II: Purpose

This policy is implemented as part of our mission as a not-for-profit institution. The specific aims of the policy are to:

- Ensure that the traditional rights of scholars and researchers to the monetary and other benefits of their labor are respected;
- Protect the rights of the University (which it might or might not choose to exercise) with respect to intellectual property created with substantial University resources beyond normal use, or with substantial resources dedicated to the creator's use in the production of the property;
- Encourage the development and dissemination of intellectual property by providing appropriate incentives to creators and the University;
- Facilitate the wide transfer of useful inventions, writings and works of art to society; and
- Protect the University's name and trademarks.

## Section III: Definitions

**Creator.** Creator refers to the individual(s) who invent, author, create, or were otherwise responsible for the intellectual creation of the intellectual property, as defined in the applicable intellectual property statutes.

**Covered Individual.** Covered individual means persons who are:

- Employed by Virginia Wesleyan, including full-time and part-time faculty members, adjunct faculty, administrative officers, and staff members;
- Independent contractors or consultants;
- All Virginia Wesleyan students. For the purpose of this policy, a “student” is any individual who registers for a course at Virginia Wesleyan; and
- Anyone using University facilities or resources under the supervision or with the permission of University personnel, including, but not limited to, volunteers.

**Intellectual Property.** Intellectual property refers to inventions, creations, new processes, etc. It includes any work eligible for copyright protection and any invention eligible for patent protection under U.S. or international law.

**Net Income.** Net income means the gross monetary payments the University receives as a result of transferring rights in the intellectual property less the University’s out-of-pocket expenditures (including legal fees) directly attributable to protecting, developing, and transferring that intellectual property.

**Regular Academic Work Product.** Regular academic work product means any copyrightable work product which is an artistic creation or which constitutes, or is intended to disseminate the results of, academic research or scholarly study. Regular academic work products include, but are not limited to, books, class notes, theses and dissertations, course materials designed for the web, distance education and other technology-oriented educational materials, articles, poems, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic imagination.

Software specifically needed to support a regular academic work product or which is designed to disseminate the results of academic research and scholarly study is also considered a regular academic work product.

**Specially Commissioned Work.** Specially commissioned work means a work specially ordered or commissioned by the University and which the University and the creator expressly agree in a written instrument signed by them shall be considered as such.

## Section IV: Application

**Application.** This policy applies to all intellectual property meeting the criteria for University ownership as described in Section VI, produced by covered individuals, acting individually or in groups, performing research or engaging in work or study at Virginia Wesleyan or in connection with a University program.

## Section V: Administrative Procedures

The development of a work of intellectual property that may be copyrightable or patentable and meets the criteria for University ownership as described in Section VI should be reported fully and in writing, at the earliest time possible, to the Provost and Vice President. They will promptly meet with the inventor to consider the issues of ownership, copyright, and patent, all aspects of the invention, including but not limited to the extent to which University resources have been used and the distribution of potential proceeds. It is assumed that in most cases a timely and amicable agreement will be reached.

If an agreement cannot be reached, the division chairpersons (or the appropriate vice president or supervisor in the case of a staff member) will review the circumstances attending the development of the intellectual property, including the prior investment of University resources, and make a recommendation to the Provost and Vice President.

## Section VI: University Ownership

The University shall own copyright in the following circumstances:

- The University expressly directs a faculty member to create a specified work, or the work is created as a specific requirement of employment or as an assigned institutional duty that, for example, may be included in a written job description or an employment agreement.
- The faculty author has voluntarily transferred the copyright, in whole or in part, to the institution. Such transfer shall be in the form of a written document signed by the faculty author.
- The University has contributed to a “joint work” under the Copyright Act. The institution can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their course materials. Such arrangement is to be agreed to in writing, in advance, and in full conformance with other provisions of this agreement.

## Section VII: Exceptions to University Ownership

**Contractual Agreements.** For intellectual property created in the course of or pursuant to work done under agreement between the University and external sponsor(s), ownership will be determined in accordance with the terms of the University’s agreement with the external party and applicable law.

**Course Requirement.** Intellectual property created solely for the purpose of satisfying a course requirement is owned by the creator and not the University.

**Pre-Existing Rights.** If the intellectual property referred to in Course Requirement and Regular Academic Work Product is a derivative of or otherwise uses preexisting

University-owned intellectual property, this section shall not prevent the University from asserting its preexisting rights.

**Regular Academic Work Product.** A regular academic work product is owned by the creator and not the University.

## Section VIII: Use of Intellectual Property

**Rights to Publish.** Nothing in this policy shall be construed as affecting the rights of a creator to publish, except that in cases when University ownership has been established the creator must agree to observe a brief period of delay in publication or external dissemination if the University so requests and such a delay is necessary to permit the University to secure protections for intellectual property disclosed to it by the creator.

**Unauthorized Use.** Unauthorized use of the University's name, seal, logo, mascot, or any other words or symbols implying an affiliation with the University is prohibited.

**Use of Teaching Materials.** In order to facilitate joint work on teaching materials and support collaborative teaching, and notwithstanding the ownership rights otherwise granted by this policy, individuals who contribute teaching materials used in jointly developed and taught University courses thereby grant a nonexclusive, non transferable license to the University to permit other contributors to the course to continue using those jointly produced teaching materials in University courses.

## Section IX: Distribution of Income

In cases where no use has been made of University equipment, facilities, or employee and/or student time, or in traditional cases involving the creation of literary, artistic, and scholarly work, the University will have no claim of equity.

In cases where this applies, the inventor is at liberty to pursue patent negotiations independently. However, in such cases, the name of the University may not be used in connection with inventions in which the University has no equity interest without prior written permission.

In cases where the University does have equity rights according to Section VI and there has been normal use of University equipment, facilities, or employee and/or student time devoted to the invention, the University will be deemed to have a 40% of gross equity interest in the invention.

In cases where the University does have equity rights according to Section VI and there has been significantly above normal use of University equipment, facilities, or employee and/or student time or University contributions, including additional salary, devoted to the development of the invention, the University will be deemed to have a 60% of gross equity interest in the invention.

In cases that would normally be covered by equity rights, but where gross equity has been determined to be less than \$5,000, the University shall assert no claim of a percent of gross equity interest.

## Section X: University Responsibilities

The University shall have the responsibility to:

- Provide oversight of intellectual property management and technology transfer;
- Establish effective procedures for licensing and patenting intellectual property;
- Promote effective distribution and marketing of intellectual property;
- Protect the University's intellectual property; and
- Inform individuals covered by this policy about its provisions.

## Section XI: Responsibilities of Applicable Individuals

Covered individuals have a responsibility to:

- Adhere to the principles and procedures embodied in this policy;
- Create, retain, and use intellectual property according to the applicable local state, federal, and international laws and University policies;
- Disclose promptly in writing intellectual property owned by the University pursuant to this policy or created pursuant to sponsored research or other contractual arrangements with external parties that are governed by Section VII, Contractual Agreements, and assign title to such intellectual property to the University or its designee to enable the University to satisfy the terms of any applicable funding or contractual arrangement; and
- Cooperate with the University in securing and protecting the University's intellectual property, including cooperation in obtaining patent, copyright, or other suitable protection for such intellectual property and in legal actions taken in response to infringement.

## Section XII: Compliance

Failure to comply with the provisions of this policy is a violation and may result in discipline of an employee in accordance with applicable University policies and procedures.

## Policy and Regulations Governing University Housing

Virginia Wesleyan University is dedicated to providing a safe, inclusive, and engaging living environment for each student.

The University maintains a residential requirement that requires most students to reside in recognized University housing facilities. University housing is exclusively for full-time, traditionally aged undergraduate students.

Given the nature of the program, students in the Batten Honors College are required to reside on campus while enrolled at the University. Depending on scholarship level, members of the Batten Honors College will live in Honors Village for either two or four years.

Gender-inclusive housing is a residential option that is available to students of all gender identities who desire a living community commonly referred to as “gender-neutral” or “inclusive.”

Students who have been residents of one of the seven cities recognized as Hampton Roads (Virginia Beach, Chesapeake, Norfolk, Portsmouth, Suffolk, Newport News, Hampton) for the year prior to their initial application for admission to the University have the option of commuting from the home of their parent(s) or legal guardian(s). Married students are not required to live in University housing, however, the University does not accommodate married couples.

Students who are 17 years of age or younger or who are 23 years of age or older must request permission to live in the University's residential facilities. Requests should be directed to the Director of Residence Life.

The University reserves the right to require students residing within a commutable distance, as defined by the Residential Requirement, to commute to campus when the demand for housing exceeds availability. Additionally, the University's housing selection process, conducted each spring, may be altered appropriately to accommodate students from beyond a commutable distance, as well as students new to the institution.

**Housing Selection.** Housing selection will take place during the spring semester. Advertising and information sessions provided by the Office of Residence Life will be held in advance to discuss the process and to address concerns. Students are

responsible for adhering to the procedures associated with obtaining a housing assignment to include satisfying financial balances and obtaining a full course schedule. Students may also bring questions to the office in person in Batten 220 or via email at [reslife@vwu.edu](mailto:reslife@vwu.edu).

**Residential ADA Accommodations.** Virginia Wesleyan University is committed to providing full access to its programs, services, and facilities for all people, regardless of disability and/or other special needs. Virginia Wesleyan recognizes that the assistance of service or emotional support animals may be necessary for some individuals to gain access to programs, services, and facilities or to better manage their particular disability. Virginia Wesleyan is also mindful of the health and safety concerns of the campus community. The University seeks to balance the needs and rights of campus and community stakeholders in effecting this policy on emotional support and service animal campus use. This policy seeks to encourage information flow and dialogue as necessary to assure the best possible environment for animal users, animals, and other Virginia Wesleyan community members.

**Students Seeking Accommodations.** Students seeking housing accommodations, to include single occupancy rooms or service/emotional support animals, must obtain approval/proper registration. Students must submit a letter to the Office of Residence Life from their attending physician/counselor outlining: (1) the condition requiring accommodation and date of diagnosis; (2) the length of time the student has been in the physician/counselor's care for the condition; (3) the treatment protocol for the diagnosed condition; and (4) reasons explaining how a single room/emotional support animal will enhance treatment protocol. A single room or emotional support animal are not considered in and of themselves a "treatment." A student must also provide other requested documents as part of their housing selection process. The physician/counselor's letter will be reviewed by a committee consisting of the University's Director of Counseling and Student Health, Director of Human Resources, Director of Residence Life, and Associate Vice President for Student Success. The Office of Residence Life will share with the student the University's decision regarding their request for accommodation. While all attempts

will be made to honor requests, conditions such as space availability, for rooming, and the integrity of maintaining a safe and comfortable living environment for all students, for companion animals, are factors that may limit the University's ability to make appropriate accommodations.

**Gender-Inclusive Housing.** Students may be assigned to housing based on the gender with which they identify. Furthermore, students may note interest in gender-inclusive housing on their housing application. They will then proceed in the usual housing selection process, which involves choosing from designated housing available during their assigned selection date and time. Information regarding requests for Gender-Inclusive Housing is available during the housing application process.

Based on availability, a certain number of spaces (suites, Jack & Jill rooms, apartments, and townhouses) may be designated gender-inclusive and made available for students already eligible to select such spaces through the housing selection process.

Gender-Inclusive Housing is not intended for romantic couples. Students are not required to disclose their reason for requesting a specific roommate, however, the Office of Residence Life strongly recommends against romantic partners choosing to live together regardless of gender identity.

**Special Interest Housing.** Persons living in special recognized housing, such as themed or Greek housing or Honors Village, may be asked to adhere to special regulations associated with the program.

**Standards of Residential Living.** In addition to the Standards of Student Conduct, which apply to all University grounds and buildings, other policies are necessary in the residential community. These policies apply to resident students, as well as all other students and persons who visit the University housing. Each resident student is responsible for knowing and observing the principles and policies governing conduct and procedures relative to the Standards of Residential Living, which are

published in this document – *Student Handbook*, posted by the Office of Residence Life, and/or given as a memorandum from the Senior Vice President or designee.

All residents are expected to be respectful and responsible members of the communities within University housing. Students are expected to refrain from actions that prevent individuals from having a safe and respectful community living experience.

**Meal Plan Requirement.** A meal plan is required for all students residing in University recognized housing. The meal plan associated with a student's assigned room cannot be separated from the room charge. Meal plans are assigned to students based on their housing style. Students have the option to increase their meal plan, but may not decrease their meal plan. Meals are served at regularly scheduled times in the Boyd Dining Center with extended hours for meals available in the Harbor Grill.

**Housing Agreement.** Each resident is required to sign, electronically, an agreement acknowledging their receipt of University policies when completing the housing application. In the event that the regulations in the agreement are changed, each resident student will sign a new agreement that displays the new regulations. Failure to sign institutional policy documents does not relieve one of their responsibility for adhering to University regulations.

**Courtesy Hours.** Courtesy Hours are in effect 24 hours a day. Students are expected to respect the rights of others by keeping noise at a reasonable level. The use of stereo equipment, radios, and televisions is permitted subject to the condition that they are used in such a way as not to interfere with the rights of others. Excessive sound equipment or musical instruments may not be used in residence hall rooms. Limitations may be placed on the playing of musical instruments in the residence halls based on noise level.

**Quiet Hours.** Quiet Hours have been established to ensure adequate study time and proper rest, and will be strictly observed in all University housing as follows; Sunday through Thursday, 12:00 midnight until 8:30 a.m.; Friday and Saturday, 2:00

a.m. until 8:30 a.m. Quiet Hours apply to all rooms, hallways, common areas, and shared spaces.

**Visitation Regulations.** All campus housing will be open Sunday through Thursday from 8:30 a.m. until 12:00 midnight; Friday and Saturday from 8:30 a.m. until 2:00 a.m. Visitation hours apply to all rooms, hallways, common areas, and shared spaces. Children under the age of 12 are not permitted in University housing without expressed permission from the Director of Residence Life, unless the child is visiting briefly with a parent or legal guardian. Babysitting on University property is prohibited. Exceptions may be made for children of employees. Resident students are allowed no more than two guests at one time (example: Two residents sharing a double room should have no more than four guests at any one time for a total of six people in the room).

**Overnight Guests.** Guests are not permitted to stay overnight with a host of the opposite gender. Arrangements must be made with the Office of Residence Life prior to a guest's arrival. Students must register their guests accordingly. If guests have not been pre-registered by a student, the guest may be instructed to leave campus. Guests must be acceptable to all roommates. The host student shall be responsible for their guest's (overnight and day visitors) adherence to all University policies as well as for any damages to University or personal property their guest may cause. No guest may stay more than two nights without permission from the Director of Residence Life.

**Room Assignments.** All University housing is to be occupied only by those students to whom specific rooms have been assigned. The University reserves the right to make changes in room assignments, to use unoccupied space(s) in a room, or to relocate students should the need arise. Students who seek to change rooms must consult with the Office of Residence Life who will determine whether the move is necessary and agreeable to all parties involved. The Office of Residence Life must approve all room changes prior to the student(s) changing rooms. Students changing rooms without prior approval will be charged an administrative fee of \$100.00, and/or be moved back to their assigned room. The University also

maintains the ability to affect a student's participation in housing selection based on disciplinary sanctions and other relevant concerns, and to change or remove a student from housing for disciplinary and other behavioral reasons.

**Room Consolidation Policy.** The Office of Residence Life reserves the right to move or reassign a student to other facilities; assign roommates; consolidate vacancies by requiring residents to move from single occupancy double rooms to double occupancy; consolidate vacancies by requiring students occupying double rooms as a single to pay an additional fee; designate the number of vacant double rooms available to other students as a single occupancy for an additional fee; designate vacant rooms for alternate purposes; and consolidate vacancies by closing parts of or complete halls.

At the beginning of each semester, a situation may occur in which a student will have a single occupancy in a double room. In this situation, the student will be assigned the status of a "double single." In order to accommodate requests for housing, two students living alone in double rooms may be required to move together into one room. The Office of Residence Life reserves the right to use all spaces should the need arise.

**General Rule Regarding Animals on Campus.** The University generally enforces a "no-pet" policy on campus, allowing only fish in aquariums that are 10 gallons or less in residence halls. Exceptions are made for service animals and may be made for emotional support animals with appropriate documentation. A service animal is defined as a dog that is individually trained to do work or perform tasks for people with disabilities. Alternatively, an emotional support animal is a pet owned and used by that individual to manage a disability. Emotional support animals must remain in their residential space. They are not permitted in common areas such as Batten Student Center, classrooms, or Boyd Dining Center. Furthermore, campus community members and guests traversing campus or attending University-sponsored events must ensure that their animals are kept secured on leashes at all times.

**Key Cards.** Students are issued room key cards to help protect their private possessions and increase campus security. To ensure this security, if a room key is lost or stolen during a semester, the student will assume the cost of reprogramming key card locks and a replacement fee for a new key card (\$30.00). Key cards, for security purposes, are not to be loaned or transferred to another person. Persons violating this rule will be subject to disciplinary action. Should a key card be lost or stolen, please report it immediately to Campus Security. Campus Security will cancel the lost or stolen card, which renders the missing card inoperable, and issue a replacement key card.

**Lock Outs.** Students who are locked out of their rooms and request access from Campus Security or the Office of Residence Life staff may be charged a \$10.00 fee per occurrence.

**Student ID.** Students are required to carry their University issued identification card at all times including classes and University sponsored events. Students must present their identification card when requested by a University official. The cost of a replacement ID is \$30.00.

**Room Condition.** Prior to a student occupying a room, the condition of the room is assessed with special attention given to existing damage. Students are held responsible for the condition of their rooms, room door, and room furnishings. It is the students' responsibility to report all room maintenance concerns to the Office of Residence Life or Facilities Management as soon as the concern is discovered. In the course of a semester, the University expects a certain amount of normal wear to occur. However, students must pay for the repair of any damages beyond normal wear as well as for additional cleaning. In this regard, students are expected to utilize room furnishings for the purpose they were originally designed to serve. The practice of stacking furniture or using bed frames as room dividers is not permitted as this presents a severe hazard. Students may not install personal locking mechanisms on room or bathroom doors. Closet, room, and bathroom doors may not be removed and screens must remain intact and in windows at all times. Students may not paint their rooms. Nails and thumbtacks should be used

sparingly in decorating rooms. All furniture assigned to a resident's room must remain in that room. A student may not have in their room any University furniture not assigned to that room. If the missing furnishings are not returned, the Office of Residence Life may conduct room searches to retrieve the missing item(s). It is the student's responsibility to have all University furniture in its original place in the room at the end of the residence period.

**Health and Safety Inspections.** All residential spaces will be subject to monthly inspections by the Office of Residence Life. When possible, these inspections will be announced no later than 24 hours in advance. Inspections will be conducted for the purpose of assuring student safety and to identify maintenance issues, property damage, and sanitation concerns.

**Community Damage or Cleaning Charges.** Damage to public areas, furnishings, equipment, or University housing facilities as well as messes that rise above and beyond normal use that cannot be charged to any individual(s) will be prorated between all residents of the floor, hall, building, etc., as appropriate. The cost of damages or cleaning may be charged against a student's damage deposit if other arrangements are not made.

**Room Entry.** When entering residential space occupied by students, the following guidelines will be observed:

- Rooms may be entered for the purpose of enforcement of University policies and regulations. As the Office of Residence Life and Campus Security are primarily responsible for the enforcement of such policies and regulations, they have the right to enter rooms when there is reasonable cause to believe that a violation is occurring or has occurred. A student's absence will not prevent such room entries.
- Rooms may be entered to inspect and maintain University facilities, thus assuring the sanitation, safety, and proper maintenance of such facilities. A student's absence will not prevent such inspections or maintenance entries.
- Rooms will be entered during recognized University breaks by the Office of Residence Life to assure that all windows are locked, appliances are unplugged,

and all garbage is removed. Objects or substances, which are considered violations of University policy, will be noted and removed from rooms. Violators of University policy will be held accountable.

**Room Search.** When a search of a residential space occupied by students becomes necessary, the following guidelines will be observed:

- Office of Residence Life staff and/or Campus Security only will conduct a room search.
- A student's permission may be sought before their room is searched, but is not required for a search to be completed.
- The residents of the residential space may be given an opportunity to be present during a room search. However, a search may be conducted in the absence of the residents.
- Any illegal items or other materials that are prohibited by the University may be seized and used as evidence in the University's Community Arbitration System even if they are not materials for which the search was initially made.
- Any illegal items or other materials that are prohibited by the University are the responsibility of the occupant and/or owner unless there is sufficient evidence to prove otherwise.
- The above statements are also applicable to students' automobiles and personal effects.

**Property Damage.** The University makes every effort to protect the property of students but cannot be responsible for loss or damage to a student's personal property due to fire, theft, flood, or other causes. Students are strongly encouraged to keep their room doors locked at all times. Renters or homeowner's insurance is strongly encouraged. Students should strongly consider obtaining renter's insurance to protect their belongings while in residence.

**Break Closings.** Students are expected to leave campus within 24 hours after their last exam at the end of each semester or at the designated hall closing time, whichever comes first. When the University is not in session during holidays and break periods, students should follow the posted times for departure and arrival.

Students may not occupy University housing during these periods without permission from the Director of Residence Life. Students granted special permission would be expected to comply with all University policies to include policies during breaks (for example, no alcohol). Additionally, meals consumed at the dining hall will come at the student's expense as recognized break meals are not part of the semesterly meal plan. Permission to stay during a recognized break is at the discretion of the Director of Residence Life and students may be assessed a weekly fee. A student may be assessed a \$75 fee for unauthorized or unapproved presence in University housing during recognized University breaks. Additionally, students who arrive before their approved arrival date may be denied entry. If given emergency approval or found in their space without approval, students may be charged a per diem for every day they occupy a space prior to their approved arrival date. This fee may be contested within 72 hours of receipt of charges during which time a student may choose to have the matter reviewed.

**Fire Safety.** The following regulations are designed to protect every individual in University housing from the threat of fire.

- Fire drills are required by law. Whenever a fire alarm sounds, occupants must leave the building quickly and in an orderly manner by the closest exit.
- Setting off a false fire alarm, discharging a University fire extinguisher for other than fire fighting purposes and tampering with any fire safety equipment, such as room smoke alarms, constitutes a violation of University regulations and/or violation of fire safety laws. Improper use of cooking appliances that engage fire alarms or suppression systems violates University policy. These actions may result in sanctions, fines, or other disciplinary responses deemed necessary.
- Rooms, hallways, and building exits must remain free of obstructions. Therefore, students are not allowed to hang sheets, blankets, or other items in such a fashion as would hinder the exiting from a room and students are not allowed to block building exits with furniture or in any other manner. Personal items are not to be left in common areas, to include hallways. Items found in

such areas may be removed and discarded (examples: bicycles, athletic equipment, shoes, etc.).

- Students are not allowed to have any of the following in their residential space (to include common areas) at any time due to the potential fire hazard they pose: candles, incense, halogen lamps, live Christmas trees, toasters, toaster ovens, electric skillets, camp stoves, hot plates, space heaters, hoverboards, and anything with an open flame or exposed heating element. Major appliances not supplied by the University, and appliances which may create an electric overload, are not permitted at any time.
- No tapestries (a tapestry is defined as any fabric object that may be hung or draped to be used as a decoration and which may be determined to be capable of becoming a fire accelerant.), flags, or fabrics may be hung from ceilings or walls in any residential spaces, common areas, closets, bathrooms, or halls, nor can any material cover any smoke detector or sprinkler head. No materials may cover any smoke detector or sprinkler head. Curtains covering windows are permitted as long as they are flame retardant, hung on spring tension rods (rods that screw or must be nailed into the wall are not permitted), and neither hang past the width of the actual window nor hang lower than the windowsill. Students in violation of this policy will have their tapestries, flags, or fabrics confiscated and are subject to immediate disciplinary action, to include the possible removal from or reassignment within University housing.
- Students may not tamper with electrical wiring, outlets, or fixtures.

**Checking Out.** All resident students must be checked out of their rooms prior to turning in their key cards at the end of the academic year, or when they are leaving the University. A member of the Office of Residence Life will be available to check each room to ensure that it is in the same condition as when the student moved in. Failure to be checked out will result in a \$75 fine. Items left in the room will result in an additional charge for their removal.

**Prohibited Items.** The following list, which is not meant to be all-inclusive, details many of the items prohibited in residential areas on campus.

- Students are not allowed to have waterbeds in campus housing.
- Street signs and other “public signs” are not allowed in campus housing.
- Other than fish in a ten-gallon aquarium or less, pets may not be brought into or kept in University housing facilities.
- Private exterior antennas and wireless routers are not permitted.
- Weapons, including knives other than those used for culinary purposes, are not permitted on campus. Knives which are longer than 3 ½ inches are not allowed for any purposes. Students cannot carry utility knives while on campus.
- Hookahs, vaporizers (vape pens), and other smoking devices may not be used in University housing or other campus buildings.
- Empty alcohol containers retained purposefully for display are prohibited in University housing, regardless of a student’s age, due to the unsafe and unsanitary conditions they may create.

**Violations.** Violations of the "Standards of Residential Living" and “Housing Agreement” may result in disciplinary action. This action may include sanctions, fines, restitution, and/or housing reassignment or removal from University housing.

## Registered Student Organizations

Students have the right to organize into special interest, academic, social, or service groups at the University; provided these groups do not violate the University’s non-discrimination policies and that they align with institutional values. These may take the form of student organizations. Some campus groups require applications, specialized criteria, or formal recruitment processes for membership. Examples include Honor Societies, Student Government Association, Fraternities and Sororities. This does not violate policy so long as these processes are ethical and equitable.

Virginia Wesleyan University provides certain privileges to student organizations in good standing. A student organization can be considered in “good standing” if it registers with the Office of Student Engagement each semester, has a faculty/staff

advisor, and its members abide by the Standards of Student Conduct and *The Wesleyan Creed* during student organization function. Those privileges include, but are not limited to, reserving campus facilities and equipment at no cost or for minimum cost, requesting catering services with additional cost, posting advertising materials in approved locations, and hosting events on campus. For security reasons, student organizations may be required to cover the cost of additional security or police personnel.

All active student organizations are required to have a faculty/staff advisor. Student organizations will submit their recommended advisor to the Director of Student Engagement. The Senior Vice President will review all recommendations. Conflicts of interest and other concerns may limit one's ability to advise a student organization. Faculty/staff advisors are able to advise at most two student organizations.

Information on these resources and the policies that govern them can be found in the [Student Organization Manual](#).

## Student Complaints

Virginia Wesleyan University has a comprehensive set of policies, programs, and procedures for responding to student complaints.

The Senior Vice President or designee is responsible for responding to student complaints and/or letters of concern from students and parents regarding matters of campus life. The Senior Vice President maintains these complaints electronically. The Provost and Vice President, in a similar manner, addresses questions and concerns regarding the academic program. Records of these complaints are maintained by Academic Affairs. In cases involving a faculty or staff member, and when the situation warrants, the Director of Human Resources will be informed and consulted, and records will be maintained accordingly.

Responses to complaints will be managed in a prompt and efficient manner and in a fashion that will best address the issue presented. In most cases, a response will be provided within seven days from the receipt of the concern.

In some cases, students may pursue the grade review process by writing a letter to the Provost and Vice President. Letters written by students may also become part of the information utilized for reviewing alleged violations of University regulations.

**Students with Grievance Regarding Accessibility.** On occasion, a Virginia Wesleyan student with a documented disability may have a concern or dispute with regard to reasonable accommodation(s) in courses, architecture, or communication. If such a concern arises, it is the student's responsibility to present their concern to the appropriate faculty or staff member who is involved and request a timely response. The faculty or staff member should listen, give serious attention to the complainant's concern, and attempt to resolve it in a mutually satisfactory way or refer the student to an appropriate office on campus. If the concern cannot be resolved in this manner, it is the student's responsibility to report the unresolved situation to the Associate Vice President for Student Success.

If the concern can still not be resolved, the Associate Vice President for Student Success will forward the concern to the chair of the Disability Awareness Committee, who will direct a grievance subcommittee to review the concern and determine appropriate action within a reasonable amount of time. Matters involving the academic program, curriculum, and faculty members will be reviewed with the Provost and Vice President beforehand. If the concern involves the Associate Vice President for Student Success, the student should contact the Director of Human Resources directly.

# Standards of Student Conduct

## Introductions

The Standards of Student Conduct describe conduct that is acceptable and prohibited at the University and sets forth the procedures by which student conduct matters will be managed. Student conduct matters shall be processed in a prompt, fair, and impartial manner. The Standards shall govern the conduct of students and their guests on campus and at University-sponsored activities and functions.

All students are expected to conduct themselves in such a manner as to be a credit to Virginia Wesleyan University. Students are expected to abide by and uphold the University's policies and are to report violations of which they become aware to the appropriate University officials. Failing to do so may result in disciplinary sanctions, which may include suspension or dismissal from the University.

As responsible citizens and members of the University community, students are expected to comply with Federal, Commonwealth, and local laws, and with all published University policies and regulations.

In order to fulfill its functions as an educational institution and to protect all members of the University community, Virginia Wesleyan University has the right to maintain order within the University and to exclude persons who disrupt the educational process. Matriculation and/or continued enrollment at Virginia Wesleyan University is a privilege, not a right. Any revocation of such a privilege would be intended to protect or support the standards of the University community. All students are expected to familiarize themselves with the details of these standards which are issued online annually by the University.

The Senior Vice President is the person designated by the University President to be responsible for the administration of the Standards of Student Conduct. The

Standards of Student Conduct, University policies, and related conduct procedures are not contracts and do not confer contractual rights upon any individual.

The University has the right to amend or modify the Standards of Student Conduct, University policies, and related conduct procedures from time to time, without prior notice. The Standards of Student Conduct, University policies, and related conduct procedures are not intended to replicate or supersede federal, Commonwealth, criminal or civil laws or procedures. University policies differ from the criminal and civil justice system and a finding of responsibility for a violation of the Standards of Student Conduct or a University policy shall not be construed as a finding that any criminal or civil statute has been violated.

The “Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act” requires Virginia Wesleyan University to report annually, information regarding our campus security policies and campus crime statistics. This document is the Annual Security and Fire Safety Report (ASF SR) in compliance with the Clery Act.

## Title IX Sexual Harassment and Discrimination Policy

### Purpose

The purpose of this policy to comply with Title IX of the Education Amendments Act of 1972 (“Title IX”) and 34 CFR Part 106 the Clery Act, as amended, and the Violence Against Women Reauthorization Act of 2013 (“VAWA”) by defining prohibited sex discrimination and sexual harassment (including Sexual Assault, Stalking, Dating Violence, Domestic Violence, or related retaliation), establishing a mechanism for determining when Title IX sex discrimination and sexual harassment has taken place, and providing recourse for members of the University community whose rights have been violated by a University student, employee, or third-party.

## Scope/Applicability

This policy applies to all University students, employees, and related third parties (“University community”) and outlines how the University will respond when the Title IX Coordinator receives notice of alleged sex discrimination, including sexual harassment or related retaliation, by a University community member occurring in an education program or activity of the University against a person.

## Definitions/Key Terms

*Complaint:* an oral or written request to the University that objectively can be understood as a request for the University to investigate and make a determination about alleged discrimination under Title IX or its regulations.

*Complainant:* a student or employee of Virginia Wesleyan University who is alleged to have been subjected to conduct that could constitute sex discrimination, including sexual harassment or retaliation, under Title IX; or a person other than a student or employee of Virginia Wesleyan University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the University’s education program or activity; or a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or the University’s Title IX Coordinator.

*Disciplinary Sanctions:* consequences imposed on a respondent following a determination under Title IX that the respondent violated the University’s prohibition on sex discrimination.

*Employee:* all non-student employees of the University.

*Party:* a complainant or respondent.

*Relevant:* related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

*Report:* information brought to the attention of the Title IX Coordinator or a Deputy Title IX Coordinator alleging conduct prohibited under this policy; a report is not considered to be a formal complaint. A party may bring a report and then subsequently file a formal complaint.

*Respondent:* the person who has been reported to be the perpetrator of conduct that could constitute sex discrimination, including sexual harassment.

*Retaliation:* intimidation, threats, coercion, or discrimination against any person by the University, a student, or an employee or other person authorized by the University to provide aid, benefit, or service under the University's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

*Sex Discrimination:* the unfavorable treatment of an individual on the basis of sex, including on the basis of sex stereotypes, sex characteristics, or related conditions, sexual orientation, or gender identity.

*Sexual Harassment:* conduct on the basis of sex including unwelcomed conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to education.

1. *Quid pro quo harassment.* An employee, agent, or other person authorized by the University to provide an aid, benefit, or service under the University's education program or activity explicitly or impliedly conditioning the

provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

2. *Hostile environment harassment.* Unwelcome sexual 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 University's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. The degree to which the conduct affected the complainant's ability to access the University's education program or activity;
  - b. The type, frequency, and duration of the conduct;
  - c. The parties' ages, roles within the University's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sexual harassment in the University's education program or activity; or
3. *Specific offenses.*
  - a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:
    - i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
      1. The length of the relationship;
      2. The type of relationship; and
      3. The frequency of interaction between the persons involved in the relationship;

- c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the University, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress

*Supportive Measures:* individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to: restore or preserve that party's access to the University's education program or activity, including measures that are designed to protect the safety of the parties or the University's educational environment; or provide support during the University's grievance procedures or during an informal resolution process.

*Third Party:* includes certain third-party affiliates, including volunteers, vendors, visitors, and independent contractors.

*University Education Program or Activity:* locations, events, or circumstances over which the University exercises substantial control over both the respondent and the context in which sex discrimination occurs, and any building owned or controlled by a student organization that is officially recognized by the University.

### **Introduction**

Virginia Wesleyan University is committed to providing a safe and inclusive environment for all members of the University community that is free from sex discrimination and sexual harassment (including Sexual Assault, Stalking, Dating Violence, Domestic Violence, or related retaliation). The University is committed to providing options, support, and assistance to individuals whose rights have been violated to ensure that each member of the University community can freely participate in all University programs and activities.

In furtherance of those goals, the University has developed this policy to define prohibited sex discrimination and sexual harassment, establish a mechanism for determining when sex discrimination and sexual harassment has taken place, and provide recourse for members of the University community whose rights have been violated. This policy is intended to be consistent with the University's obligations under Title IX of the Education Amendments Act of 1972 ("Title IX") and 34 CFR Part 106, the Clery Act, as amended, and the Violence Against Women Reauthorization Act of 2013 ("VAWA"). The requirements and protections of this policy apply equally regardless of sex, sex stereotypes, sex characteristics, or related conditions, sexual orientation, gender identity, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or status as a complainant, respondent, or witness.

All forms of prohibited conduct under this policy are considered serious offenses by the University, and violations may result in disciplinary action, up to and including separation from the University. State and federal laws also address behaviors that align with the University's definitions of prohibited conduct, and individuals may face criminal prosecution regardless of any University disciplinary measures.

The University expects all members of the University community to be honest and cooperative in their official dealings with the University under this policy. In this

regard, individuals are expected to acknowledge requests from university officials for information in a timely fashion and to make themselves available for meetings with University officials or any officials acting on behalf of the University; any student or member of the faculty or staff who fails to do so may be subject to discipline.

### **Notice of Nondiscrimination**

Virginia Wesleyan University does not discriminate on the basis of sex and prohibits sex discrimination, including sexual harassment, in any education program or activity that it operates, as required by Title IX, including in admission and employment.

Inquiries about Title IX may be referred to the University's Title IX Coordinator or Deputy Coordinators, the U.S. Department of Education's Office for Civil Rights, or both.

### **The University's Title IX Coordinator and Deputy Coordinators**

#### Title IX Coordinator (TIX)

Regina Barletta  
Director of Human Resources and Title IX Coordinator  
757.455.3316  
rbarletta@vwu.edu

#### Deputy Title IX Coordinators (DTIX)

Jen Cohen  
Director of Student Engagement and Deputy Title IX Coordinator  
757.455.3242  
jcohen@vwu.edu

Shane Kohler  
Head Men's Soccer Coach and Deputy Title IX Coordinator

757.961.5605

skohler@vwu.edu

Jason Seward

Associate Vice President for Campus Life and Operational Management and  
Deputy Title IX Coordinator

757.455.2124

jseward@vwu.edu

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to the reporting procedures below.

**The TIX Coordinator responsibilities include, but are not limited to:**

- Maintains and monitors data related to complaints and investigative activities, and provides periodic and annual reports as appropriate.
- Ensures that the University has in place policies and procedures reasonably necessary to foster compliance with Title IX.
- Provides or facilitates Title IX training, education and programs, consultation, and technical assistance on Title IX for all students, faculty, and staff.
- Reviews Title IX policies and procedures to ensure that they are clear and consolidated to the maximum extent possible to provide an efficient resource for students, faculty, and staff.
- In consultation with other University offices, leads the development and implementation of campus climate surveys.
- Develops, schedules, and implements regular events hosted by or supported by the University leadership on campus to raise awareness in the campus community about all forms of sex discrimination (including sexual harassment).

- Provides information to employees regarding their Title IX rights and responsibilities, including information about the resources available on and off campus, the formal and informal complaint processes, the availability of supportive measures, and the ability to file a complaint with local law enforcement and complaint with the University simultaneously.
- Maintains and updates content relevant to Title IX for the University's webpage.
- Coordinates with representatives from appropriate University departments including Campus Security, Human Resources, Campus Life, as well as local community support, education, health, and law enforcement resources to identify and address patterns or systematic problems under Title IX and assess overall efficacy of coordination among University departments.
- Monitors, implements, and trains affected areas on matters relating to the Campus Sexual Violence Elimination (SaVE) Act and VAWA.
- Coordinates and monitors the annual training of staff and faculty who serve as Deputy Title IX Coordinators, those who serve on the Review Committee, Sexual Harassment Council, and Sexual Harassment Committee of Appeals.

**DTIX Coordinators' responsibilities include, but are not limited to:**

- Coordinates and executes the University's prompt, effective, and equitable response to complaints of sexual harassment, including implementation of formal and informal resolution procedures in accordance with regulatory requirements and University policy.
- Meets with complainants to provide information regarding available on and off campus resources, reporting and resolution options, and supportive measures such as issuing a "no contact agreement," changes in academic schedule or reassignment of housing.
- Meets with respondents to discuss alleged harassment, provide information regarding available resources, notify them of university policies and procedures, and describe any supportive measures in place or those that may be instituted.

- Coordinates and monitors a prompt and equitable investigatory process in cases of sexual harassment.
- Provides information to members of the University community regarding their Title IX rights and responsibilities, including information about the resources available on and off campus, the formal and informal complaint processes, the availability of supportive measures, and the ability to file a complaint with local law enforcement and complaint with the University simultaneously.
- Attends Title IX education programs to understand best practices as they relate to Title IX and sexual harassment issues.

### **Jurisdiction of Policy**

This Title IX Sexual Harassment Policy is developed based on the definitions outlined in regulations established by the U.S. Department of Education under Title IX of the Education Amendments Act of 1972. Accordingly, this policy concerns and is limited to addressing sexual harassment (including Sexual Assault, Stalking, Dating Violence, Domestic Violence, or related retaliation) by a University employee or other third-party occurring in an education program or activity of the University against a member of the University community.

### **Prohibited Conduct and Associated Definitions**

This policy addresses Title IX sex discrimination, including sexual harassment, which encompasses all the prohibited conduct described below that occurs on the basis of sex and meets each of the following requirements:

- Occurs within the University's education program or activity; and
- At the time of filing a formal complaint, a complainant is participating in or attempting to participate in the education program or activity at the University.

In determining whether alleged conduct violates this policy, the University will consider the totality of the facts and circumstances involved in the incident,

including the nature of the alleged conduct and the context in which it occurred. Any of the prohibited conduct defined in this policy can be committed by individuals of any gender, and it can occur between individuals of the same gender or different genders, as well as between strangers or acquaintances or people involved in intimate or sexual relationships.

The prohibited behaviors listed below are serious offenses and will result in university discipline. Prohibited conduct involving force, duress, or inducement of incapacitation, or where the perpetrator has deliberately taken advantage of another individual's state of incapacitation, will be deemed especially egregious and may result in expulsion or termination of employment. The respondent's consumption of alcohol or the use of illegal substances does not constitute a mitigating circumstance when it contributes to a violation under this policy.

Prohibited behaviors are:

**Sex Discrimination**, which is the unfavorable treatment of an individual on the basis of sex, including on the basis of sex stereotypes, sex characteristics, or related conditions, sexual orientation, or gender identity.

**Sexual Harassment**, which is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, sexual orientation, and gender identity, that is:

- *Quid pro quo harassment*. An employee, agent, or other person authorized by the University to provide an aid, benefit, or service under the University's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
- *Hostile environment harassment*. Unwelcome sexual 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 University's education program or activity

(i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the University's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the University's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sexual harassment in the University's education program or activity; or
- *Specific offenses.*
  - Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - Dating violence meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
      - The length of the relationship;
      - The type of relationship; and
      - The frequency of interaction between the persons involved in the relationship;
    - Domestic violence meaning felony or misdemeanor crimes committed by a person who:
      - Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the University, or a person similarly situated to a spouse of the victim;

- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or
- Stalking meaning engaging in a course of conduct 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

**Retaliation**, which means intimidation, threats, coercion, or discrimination against any person by the University, a student, or an employee or other person authorized by the University to provide aid, benefit, or service under the University's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

In addition, the following behaviors are prohibited by this Policy:

- **Sexual Exploitation:** Taking sexual advantage of another person without effective consent constitutes sexual exploitation. This includes but is not limited to causing the incapacitation of another person for a sexual purpose; causing the prostitution of another person; electronically recording, photographing, or transmitting intimate or sexual utterances, sounds, or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and knowingly transmitting a sexually transmitted infection, including HIV, to another person.
- **Improper Conduct Related to Sex:** Unprofessional or inappropriate conduct that is sexual and/or sexual in nature and has the effect of

unreasonably interfering with an individual's educational experience, working conditions, or living conditions.

For purposes of this policy, consent is defined as a voluntary and affirmed agreement to engage in sexual activity. Someone who is incapacitated cannot consent. Initiators of sexual activity are responsible for obtaining effective consent. Silence or passivity is not effective consent. Past consent does not imply future consent. Silence or absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat invalidates consent. Incapacitation, due to the use of drugs or alcohol, when a person is asleep or unconscious, or because of an intellectual or other disability, prevents an individual from having the capacity to give consent.

### **Reporting Prohibited Conduct**

The University takes all allegations of conduct prohibited by this policy seriously and encourages any member of the University community to report such conduct to University officials. A reporting party may elect to make a confidential or non-confidential disclosure using the avenues set forth below. The University strongly supports and encourages prompt reporting. Reporting provides resources to those making the report and contributes to keeping the campus safe.

In addition to reporting a potential violation of this policy to the University, members of the University community may always dial 911 or contact the Virginia Beach Police Department to report an emergency, ongoing threat, or potential criminal conduct to law enforcement.

#### *Confidential Reports*

In cases in which a member of the University community chooses to keep their name, the name of the accused person, or other information confidential or decides not to file a formal complaint of sex discrimination, including sexual harassment against a student, faculty member, staff member, or other third party,

the matter should initially and exclusively be reported to one of the individuals listed below, who are not required to report potential violations of this policy to the Title IX Coordinator.

### Students

If a student wishes to discuss a potential violation of this policy, but wishes to maintain complete confidence, they may contact one of the following individuals:

- Michelle De Rosa, Director of Counseling and Student Health, 757.455.3131, mderosa@vwu.edu
- Brandon Foster, Therapist, 757.455.5730
- Counseling Services Interns and Graduate Assistants
- Marie Porter, Director of Campus Ministries, 757.455.3400
- Student Health Center Personnel, 757.455.3108

### Employees

If an employee wishes to discuss a potential violation of this policy, but wishes to maintain complete confidence, then the individual may utilize the Employee Assistance Program (EAP) which is available 24 hours a day, 7 days a week and is completely confidential.

### *Non-Confidential Reports*

Any person may report allegations of conduct prohibited by this policy (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment) to the Title IX Coordinator, a Deputy Title IX Coordinator in person, via mail, over the phone, or through email.

### Title IX Coordinator (TIX)

Regina Barletta  
Director of Human Resources and Title IX Coordinator  
757.455.3316  
rbarletta@vwu.edu

## Deputy Title IX Coordinators (DTIX)

Jen Cohen

Director of Student Engagement and Deputy Title IX Coordinator

757.455.3242

[jcohen@vwu.edu](mailto:jcohen@vwu.edu)

Shane Kohler

Head Men's Soccer Coach and Deputy Title IX Coordinator

757.961.5605

[skohler@vwu.edu](mailto:skohler@vwu.edu)

Jason Seward

Associate Vice President for Campus Life and Operational Management and  
Deputy Title IX Coordinator

757.455.2124

[jseward@vwu.edu](mailto:jseward@vwu.edu)

A report to the above individuals may be made at any time (including during non-business hours) by using a telephone number, e-mail address, or, if by mail, the office address. A report may also be made at any time by completing the Sexual Harassment Formal Complaint Form or emailing [titleix@vwu.edu](mailto:titleix@vwu.edu). Reports made via these channels will be forwarded to the University's Title IX Coordinator.

Members of the University community may also report allegations of conduct prohibited by this policy to non-confidential University faculty and staff members. All non-confidential faculty and staff members are considered mandatory reporters

and must report potential violations of this policy to the Title IX Coordinator. University offices and employees who cannot guarantee confidentiality will maintain privacy to the greatest extent possible.

A person who reports an incident to the University has the right to request access to their report, in accordance with state and federal laws governing the privacy of and access to education records. Requests for access to a report should be directed to the Title IX Coordinator.

### *Anonymous Reports*

An anonymous report may be made at any time by emailing [titleix@vwu.edu](mailto:titleix@vwu.edu). All anonymous reports will be forwarded to the Title IX Coordinator.

### *Other Resources*

Making a report or formal complaint under this policy does not preclude a member of the University community from contacting any other resource, including but not limited to those office campus resources described on the University's Student Support Resources and Faculty/Staff Support Resources webpages.

In the event of sexual assault, domestic violence, stalking, or other conduct prohibited by this policy that poses a threat to safety or physical well-being or following a potential criminal offense, emergency medical assistance and campus security/law enforcement assistance are available both on and off campus. Individuals are encouraged (but not required) to contact law enforcement and seek medical treatment and take steps to preserve evidence as soon as possible following such an incident.

A listing of emergency medical assistance and campus security/law enforcement resources, both on and off campus, is available on the [How to Get Help](#) webpage.

### *Reporting to External Agencies*

The above reporting procedures do not deny the right of any individual to pursue other avenues of recourse which may include, but is not limited to, filing a charge with the United States Department of Education Office for Civil Rights (OCR) and/or the Commonwealth of Virginia Office of Civil Rights.

#### **The United States Department of Education Office for Civil Rights**

400 Maryland Avenue, SW  
Washington, DC 20202-1100  
Customer Service Hotline: (800) 421-3481  
TDD: (877) 521-2172  
Facsimile: (202) 453-6012  
Email: OCR@ed.gov

#### **Commonwealth of Virginia Office of Civil Rights**

202 North Ninth Street  
Richmond, VA 23219  
Phone: 814-225-2292  
Email: CivilRights@oag.state.va.us

### *Prohibition Against False Reports and Formal Complaints*

The individual making a report or formal complaint alleging a violation of this policy should have a reasonable basis to believe that there has been or may have been a policy violation. The submission of a willfully false report is a violation of the University policy. Anyone who engaged in or attempts to engage in retaliation or retribution against an individual who reports an actual, potential, or suspected violation of this sexual harassment policy shall be subject to discipline in accordance with the policies and procedures of the University. Charging an individual for making a materially false statement in bad faith in the course of a grievance proceeding under this policy does not constitute prohibited retaliation.

Moreover, neither a determination that a formal complaint is not meritorious nor a finding for the responding party after a grievance hearing does not necessarily constitute a finding that a formal complaint was made in bad faith.

#### *Waiver of Drug and Alcohol Violations*

The University strongly encourages students to report instances of sexual harassment, including sexual assault, dating violence, domestic violence, and stalking. As such, witnesses or complainants who report such incidents under this policy in good faith will not be disciplined by the University for any violation of its drug and alcohol policies in which they might have engaged in connection with the reported incident.

#### *Statement on Confidentiality*

The University will keep confidential the identity of any individual who has made a report or formal complaint of an alleged violation of this policy, any individual who has been reported to be the perpetrator of such conduct, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA), or to carry out the purposes of Title IX and its operating regulations, including the need to conduct any investigation, hearing, or judicial proceeding arising thereunder. Any additional disclosure by the University of information related to the report or formal complaint may be made if consistent with FERPA or the Title IX requirements. In addition, governmental agencies, such as the National Science Foundation, may mandate certain reporting related to prohibited conduct under this policy involving University employees or students.

#### *Additional Reporting Information*

Statistical Reporting: The Clery Act is a federal law requiring institutions of higher education to collect and report statistics on certain crimes in an Annual Security Report. Campus Security Authorities at the University have a duty to provide Campus Security with information regarding certain crimes when they are

reported. All personally identifiable information is kept confidential, but statistical information regarding Clery reportable crimes must be shared, including the date and location of the incident (but not the specific address) and information about the reported crime, to allow for proper classification. This report provides the community with information about the extent and nature of crime on the University's campus and helps ensure greater community safety.

Timely Warning Notifications: If a report reveals that there is an immediate threat to the health or safety of students or employees on campus, or that an ongoing serious or continuing threat to the campus community exists, an emergency Timely Warning notification will be issued by the University. The purpose of the Timely Warning notification is to enable individuals to protect themselves and to increase safety awareness, as well as seek information that will lead to eradication of the threat. The complainant's name and other personally identifiable information will not be included in any Timely Warning notification or public safety advisory.

### **The University's Initial Response to Reports of Sex Discrimination or Sexual Harassment**

Upon receipt of a report of a violation of this policy, the Title IX Coordinator will conduct initial, separate meetings with the complainant and respondent.

#### **2. Initial Meetings**

During the respective meetings with the complainant and respondent, the Title IX Coordinator will:

- Discuss the availability of supportive measures.
- Consider the complainant's wishes with respect to supportive measures.
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint and, if applicable, the filing of a crime to local law enforcement.

- Explain the process for filing a formal complaint.
- Explain what the investigation and grievance hearing process entails.
- Discuss protection from, and reporting of, incidents of retaliation.

In addition, when a student or employee reports an incident of sexual assault, dating violence, domestic violence, or stalking, the Title IX Coordinator will also:

- Provide the parties a written explanation of their rights and options.
- Provide written notification of the counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid and other services available to the parties both within the University and in the community.
- Discuss the importance of preserving relevant evidence or documentation in the case (e.g., texts, emails, notes, photographs (etc.)).

The Title IX Coordinator will consider the parties' respective wishes about supportive measures. If supportive measures are not provided, the Title IX Coordinator will document why they were not provided and why not providing such measures is not deliberately indifferent.

## **2. Supportive Measures**

Supportive Measures may include support in accessing fair and respectful counseling and health services; responding to individual safety concerns; academic and work accommodations (e.g., protective orders); and increased security and monitoring of the campus as needed. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. The University will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality will not impair its ability to provide the supportive measures.

## **3. Emergency Removal**

Regardless of whether a formal complaint is filed, the University retains the right to remove a respondent from the University education program or activity on an emergency basis or place an employee on administrative leave, provided that the Title IX Coordinator undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. An emergency removal does not replace the regular grievance hearing process, which shall proceed on the normal schedule, up to and through a hearing, if required.

### **Initiating a Formal Complaint**

The following members of the University community have a right to make a formal complaint of sex discrimination, including complaints of sexual harassment, requesting that the University investigate and make a determination about alleged sex discrimination under Title IX:

- A student or employee of the University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX;
- A person other than a student or employee of the University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in a Virginia Wesleyan University education program or activity;
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
- The University's Title IX Coordinator.<sup>1</sup>

Note that a person is entitled to make a complaint of sexual harassment only if they themselves are alleged to have been subjected to the sexual harassment, if they

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<sup>1</sup> When the Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination under Title IX (and in the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process), the Title IX Coordinator must determine whether to initiate a complaint of sex discrimination as required under Title IX.

have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 C.F.R. § 106.44(f)(1)(v).

With respect to complaints of sex discrimination other than sexual harassment, in addition to the people listed above, the following persons have a right to make a complaint:

- Any student or employee the University; or
- Any person other than a student or employee who was participating or attempting to participate in a Virginia Wesleyan University education program or activity at the time of the alleged sex discrimination.

The University may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.<sup>2</sup> When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

The filing of a formal complaint with the Title IX Coordinator triggers the investigation and grievance process under this policy, which provides for the prompt and equitable resolution of complaints.

A formal complaint is a document or electronic submission filed by one of the parties listed above alleging a violation of Title IX against a respondent and requesting that the University investigate the allegation. The formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator in this policy.

Nothing in this policy prevents a complainant from seeking the assistance of state or local law enforcement alongside the appropriate on-campus process.

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<sup>2</sup> The University is not permitted to consolidate complaints if consolidation would violate the Family Educational Rights and Privacy Act (FERPA). Consolidation would not violate FERPA when the University obtains prior written consent from eligible students to the disclosure of their education records. See 34 CFR 99.30; 34 CFR 99.3 (defining an “eligible student as” a student who has reached 18 years of age or is attending an institution of postsecondary education”).

### *Filing of Complaint by the Title IX Coordinator*

In the case of conduct which seriously threatens the health or safety of a party or of the community at-large, the Title IX Coordinator may determine that a formal complaint is necessary to initiate an investigation according to this policy, despite objection by the complainant. When the Title IX Coordinator does sign a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy. In deciding whether to sign a formal complaint, the Title IX Coordinator will consider the facts of the specific case and will consider the following factors:

- A pattern of alleged conduct by the respondent.
- The involvement of violence or weapons.
- The seriousness of the alleged sexual harassment.
- The age of the individual sexually harassed.
- Whether there have been other complaints or reports of sexual harassment against the respondent.
- Similar factors in a complainant's allegations.

If the Title IX Coordinator does commence a formal complaint and the complainant is known, the Title IX Coordinator will inform the complainant of this decision in writing, and the complainant need not participate in the process further. The Title IX Coordinator will provide the complainant all notices and opportunities to respond to evidence under this policy, even if the complainant is not actively involved.

### **Optional Informal Resolution**

Informal resolution such as mediation, restorative justice, or other methods may be an alternative to the formal investigation and grievance phases below. After receiving a complaint of an alleged violation of this policy, the Title IX Coordinator will determine if informal resolution is appropriate, based on the willingness of the parties and the nature of the conduct at issue. **Informal Resolution, however, may not be used to resolve a complaint that includes allegations that an**

**employee engaged in sexual harassment of a student or when such a process would conflict with Federal, State, or local law.**

Before starting the informal resolution process, the Title IX Coordinator will notify the parties in writing that participation is strictly voluntary and is not offered as a condition of enrollment/continuing enrollment, employment/continuing employment, or a waiver of the right to a formal investigation. Moreover, the written notification will state that the parties have the right to withdraw from the informal resolution process at any time and resume the grievance process with respect to the formal complaint. The notice will also state that the parties have the right to be accompanied by an advisor and that any information provided by the parties during the informal resolution process may be considered in a subsequent investigation and grievance hearing process.

If, after receiving written notification of the above rights, the parties both voluntarily consent in writing to pursue informal resolution, the Title IX Coordinator will assign a trained administrator or third-party external to the University to facilitate the informal resolution process.

If both parties are satisfied with a proposed resolution after participating in the informal resolution process and the Title IX Coordinator believes the resolution satisfies the University's obligation to provide a safe and non-discriminatory environment, the resolution will be implemented, the investigation and grievance hearing process will be concluded, the matter will be closed, and both parties will be provided with written notice of the resolution.

If, however, informal resolution efforts are unsuccessful, the investigation and/or grievance hearing phase will continue.

Informal resolution will typically be completed within thirty (30) days, or such other time as is reasonable and practicable. In circumstances when it is not reasonable and practicable to complete the informal process in a 30-day time frame, both the complainant and the respondent will be notified in writing regarding the delay and anticipated completion date.

The Title IX Coordinator will maintain records of all reports and conduct resolved through informal resolution for a period of seven (7) years.

### **Formal Title IX Investigation and Grievance Procedures**

The filing of a formal complaint with the Title IX Coordinator triggers the University's investigation and grievance procedures. Below are the basic requirements of the University's investigation and grievance procedures:

- The University will treat complainants and respondents equitably.
- The University requires that any Title IX Coordinator, investigator, or decisionmaker (e.g., the Sexual Harassment Council and Sexual Harassment Committee of Appeals) not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- The University presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.
- The timeframe for the Title IX investigation and grievance procedures begins with the filing of a formal complaint. The grievance process will be concluded within a reasonably prompt manner, and no longer than 90 days after the filing of the formal complaint, provided that the process may be extended for a good reason, including but not limited to the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- The University will take reasonable steps to protect the privacy of the parties and witnesses during its investigation and grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in retaliation, including against witnesses.

- The University will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.
- The following types of evidence, and questions seeking that evidence, are impermissible (*i.e.*, will not be accessed or considered, except by the University to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
  - Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
  - A party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the University obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures; and
  - Evidence that relates to the complainant’s sexual interests or prior sexual conduct, unless evidence about the complainant’s prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant’s prior sexual conduct with the respondent that is offered to prove consent to the alleged sexual harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant’s consent to the alleged sexual harassment or preclude determination that sexual harassment occurred.

## **Written Notice of Allegations**

Upon receipt of a formal complaint and initiation of the University's Title IX investigation and grievance procedures, the Title IX Coordinator will notify the parties in writing of the following with sufficient time for the parties to prepare a response before any initial interview:

- The University's Title IX grievance procedures and informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination or sexual harassment, and the date(s) and location(s) of the alleged incident(s);
- Retaliation is prohibited;
- The parties are entitled to an equal opportunity to access the relevant and not impermissible evidence upon the request of any party;
- The University prohibits knowingly making false statements or knowingly submitting false information during the investigation and grievance procedures;
- The respondent is presumed not responsible for the alleged sexual harassment until a determination is made at the conclusion of the grievance procedures. Prior to such a determination, the parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial decision Sexual Harassment Council; and
- The parties may have an advisor of their choice who may be, but is not required to be, an attorney.

If, in the course of an investigation, the University decides to investigate additional allegations of sexual harassment by the respondent toward the complainant that are not included in the written notice or that are included in a consolidated complaint, it will provide written notice of the additional allegations to the parties.

### **Dismissal of a Complaint**

The Title IX Coordinator will review the allegations in the formal complaint. The Title IX Coordinator may dismiss a complaint if:

- The University is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in a Virginia Wesleyan University's education program or activity and is not employed by the University;
- The University obtains the complainant's voluntary withdrawal in writing of any or all of the allegations, the Title IX Coordinator declines to initiate a complaint, and the University determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- The University determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the University will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the University will promptly notify the complainant in writing of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the University will notify the parties simultaneously in writing.

The University will notify the complainant that a dismissal may be appealed on the bases outlined in the *Appeals* section. If dismissal occurs after the respondent has been notified of the allegations, then the University will also notify the respondent that the dismissal may be appealed on the same bases. If a dismissal is appealed, the University will follow the procedures outlined in the *Appeals* section.

When a complaint is dismissed, the University will, at a minimum:

- Offer supportive measures to the complainant as appropriate;
- If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within a University education program or activity

## **Investigation Phase**

For all formal complaints that proceed to investigation, the University will provide for an adequate, reliable, and impartial investigation of complaints in accordance with the following procedures:

The Title IX Coordinator will designate a specially trained impartial investigator (or team of investigators) to interview and gather relevant evidence from the parties and any witnesses. The investigator(s) may also work with the Campus Security, as well as other campus offices to gather pertinent documentary materials (if any) and other relevant information. The University may, at any time, elect to engage a third party to conduct the investigation process, in whole or in part.

### *Burden to Conduct Investigation*

The University (and not either of the parties) bears the burden to conduct an investigation that gathers evidence sufficient to reach a determination regarding whether sex discrimination occurred.

The University cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are maintained in connection with the provision of treatment to the party, unless the University obtains that party's voluntary, written consent to do so for the grievance process.

### *Gathering Evidence*

While the University bears the burden of gathering evidence to investigate a formal complaint, the parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The University will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The University will provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

Questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege will not be allowed, required, or relied upon, unless the person holding the privilege has waived the privilege.

#### *The Party's Advisors*

The University will provide the parties with the same opportunities to have others present during any meeting or proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The advisor is not, however, an advocate. Except where explicitly stated by this policy, advisors may not participate directly in the process as per standard policy and practice of the University.

The University will not limit the choice or presence of advisor for either party in any meeting or grievance proceeding. If an advisor learns of confidential information during their role, they may not disclose such information other than for advising the complainant or respondent.

#### *The Parties' Right to Review Evidence*

The University will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the University does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

Prior to completion of an investigative report, the University will send each party and the party's advisor, if any, the evidence subject to inspection and review in electronic format or hard copy and the parties will be given at least 10 days to submit a written response, which the investigator will consider before completing the investigative report. Likewise, the University will make all such evidence subject to the parties' inspection and review available at any hearing so that each party has equal opportunity to refer to such evidence during the hearing, including for purposes of cross examination.

### **The Investigative Report**

Investigators will receive training on issues of relevance to create investigative reports that fairly summarize relevant evidence.

At the conclusion of the investigation and after the expiration of the 10 day written response period, the investigator(s) will issue an investigative report to the parties that fairly summarizes relevant evidence and, at least 10 business days prior to a formal grievance hearing (if a hearing is required or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. Any written response submitted by the parties will be appended to the investigative report.

The Investigative Report is not intended to catalog all evidence obtained by the Investigator(s), but only to provide a fair summary of that evidence. Only relevant evidence (including both inculpatory and exculpatory – i.e. tending to prove and

disprove the allegations - relevant evidence) will be referenced in the Investigative Report. Moreover, the Investigator(s) may redact irrelevant information from the Investigative Report when that information is contained in documents or evidence that is/are otherwise relevant.

As part of the investigative process, the University will take reasonable steps to prevent and address the parties' and their advisors' unauthorized disclosure of information and evidence obtained solely through the sexual harassment grievance procedures.

## **Grievance Hearing**

### *Composition of the Sexual Harassment Council*

Once an investigation is complete and a determination is made that a potential violation of this policy has occurred, the Sexual Harassment Council (SHC) will be convened.

The composition of the SHC shall be as follows:

- *Student Complainant and Student Respondent:* The SHC, in managing a case in which both parties are students, shall be made up of the Senior Vice President, acting as chair, and two trained faculty/staff members.
- *Student Complainant and Staff Respondent:* The SHC, in managing a case in which the complainant is a student, and the respondent is a staff member, shall be made up of the Senior Vice President, acting as chair, and two trained staff members.
- *Student Complainant and Faculty Respondent:* The SHC, in managing a case in which the complainant is a student, and the respondent is a faculty member, shall be made up of the Provost and Vice President, acting as chair, and two trained faculty members.
- *Faculty Complainant and Student Respondent:* The SHC, in managing a case in which the complainant is a faculty member, and the respondent is a

student, shall be made up of the Provost and Vice President, acting as chair, and two trained faculty members.

- *Faculty Complainant and Faculty Respondent:* The SHC, in managing a case in which the complainant and respondent are both faculty members, shall be made up of the Provost and Vice President, acting as chair, and two trained faculty members.
- *Staff Complainant and Student Respondent:* The SHC, in managing a case in which the complainant is a staff member, and the respondent is a student, shall be made up of the Senior Vice President, acting as chair, and two trained staff members.
- *Staff Complainant and Staff Respondent:* The SHC, in managing a case in which the complainant is a staff member, and the respondent is a staff member, shall be made up of the Senior Vice President, acting as chair, and two trained staff members.
- *Faculty Complainant and Staff Respondent/Staff Complainant and Faculty Respondent:* The SHC, in managing a case when the complainant and respondent dynamic is a combination of faculty and staff, shall be made up of both the Senior Vice President and the Provost and Vice President, serving as co-chairs, and one faculty/staff member.

#### *Basic Requirements of the Title IX Grievance Hearing*

- The training of the SHC members shall be the responsibility of the Title IX Coordinator and the Deputy Title IX Coordinators.
- Any member selected to serve on the SHC must recuse themselves for any bias or conflict of interest. The complainant and the respondent will be notified of the identities of the SHC hearing panelists and may request a change if there is a conflict of interest. In the event of a conflict that involves the chair, a new chair shall be designated by the Title IX coordinator.
- Meetings of the SHC will not be delayed based on the complainant, respondent, or advisor's work schedule or the schedule/availability of the mentor(s). The complainant's and respondent's class or work schedule will be considered when scheduling SHC hearings.

- Meetings of the SHC are confidential and shall be closed to the public. Formal rules of process, procedure, and/or technical rules of evidence, such as are applied in a criminal or civil court, are not used in a meeting or hearing of the SHC.
- The SHC shall utilize relevant evidence, complainant, respondent, and witness statements made, and information obtained through testimony during the proceeding to determine whether or not a violation occurred. Further, this decision shall utilize the clear and convincing standard as its basis for determining culpability.
  - *The standard of proof requires the SHC to evaluate relevant and not otherwise impermissible evidence for its persuasiveness.*
  - *If the SHC is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the SHC will not determine that sex discrimination occurred.*
- The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the SHC to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
  - Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
  - A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the SHC obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
  - Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents

of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sexual harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sexual harassment or preclude determination that sexual harassment occurred.

- There shall be a single verbatim record, typically a digital recording, of the SHC hearing (not including deliberations). Deliberations shall not be recorded. The record shall be the property of the University and maintained securely on the University's server. The single verbatim record shall be made available to the parties for inspection and review.
- If necessary, the Chair of the SHC may order that the proceedings be transcribed in addition to the recording. Any transcribed proceedings shall be made available to the parties for inspection and review.
- The SHC may accept pertinent records, exhibits, results of or pending information regarding police investigations related specifically to the case, and written statements (including impact statements) for consideration. Medical records may also be considered. The investigator(s) will bring these items or information to the Chair's attention. The Chair may confer with other members of the SHC, but shall make all rulings on accepting input for the hearing.
- All procedural questions are subject to the final decision of the Chair of the SHC.
- If requested by the Chair of the SHC, Counseling Services will be present at SHC hearings as observers.
- Before adjourning, the SHC will meet privately with Counseling Services to address any issues that may have arisen from the meeting.
- After this portion of the SHC hearing concludes, all pertinent information has been reviewed, and all relevant questions have been answered, the SHC shall deliberate, in private, to determine whether the respondent is responsible for one or more violations of prohibited conduct. If found that a violation had occurred, the SHC will determine an appropriate response from the

University based on the severity or frequency of violations, including past violations if any, and considering precedent.

### *Third-Party Respondents*

When a third party is a respondent under this policy, the University will use grievance procedures that are generally consistent with the procedures described in this policy, appropriately modified based on the particular circumstances of the case and taking into account privacy requirements. In no case will a member of the University community (i.e., current student, faculty member, or staff member) be afforded lesser rights or lesser opportunities to participate in the grievance proceeding than the non-member of the University community.

### **General Procedural Rules of the Sexual Harassment Council**

The Chair shall preside over and conduct the hearing and is specifically empowered to do or assure the following:

- That the rights and responsibilities of the complainant and respondent are observed.
- Control the admission of persons to the hearing. The Chair may order any person in attendance that does not conduct themselves in an orderly and respectful manner to leave. Obstructive, contemptuous, or disruptive conduct in the presence of the SHC by any person, including the complainant and respondent, may result in that person being charged with a violation of prohibited conduct and excluded from the hearing.
- The SHC will conduct the hearing with the parties physically present in the same geographic location or, at the SHC's discretion or upon the request of either party, will conduct the live hearing with the parties physically present in separate locations with technology enabling the decisionmaker and parties to simultaneously see and hear the party or witness while that person is speaking.
- The complainant shall normally be expected to attend the hearing in person and present the basis for their accusations. In cases in which one or more

complainants cannot be present due to a compelling reason, the case may be postponed until the individual may be present or they may participate by telephone, video, or other electronic means. Absence, due to graduation, withdrawal or other separation from the University, shall not be compelling reasons sufficient to justify participation without being present. If the complainant does not attend the hearing, their closing statement will not be delivered during the SHC hearing.

- Control the conduct of the SHC members, the complainant and respondent, as well as witnesses, to protect them from improper questions, insulting treatment, offensive body language, and unnecessary inquiry into their private affairs.
- Exclude witnesses from the hearing room except when they are providing information requested by the SHC.
- If a member of the SHC must leave before the hearing is complete with good cause, the Chair may, at the Chair's sole discretion, place the hearing in recess and reconvene the hearing within 24 hours.
- If a voting member recuses themselves or for good cause must withdraw from the hearing, the Chair shall select a replacement from the pool of qualified individuals. The Chair shall, after consultation with the respondent and the complainant (if applicable), provide the replacement with a summary of all prior proceedings.
- No person shall address the SHC or submit questions to the Chair for any witness without first being recognized by the Chair.
- Cross examination may not be conducted by a party personally. If a complainant does not have an advisor to conduct the cross examination, the University will appoint an advisor of its choice without charge to the party, for the purpose of advisor-conducted questioning. In those instances. The University will not appoint a confidential employee and may appoint, but is not required to appoint, an attorney to serve as an advisor.
- Only relevant cross examination and other questions may be asked of a party or witness as determined by the SHC Chair. The Chair must provide reasoning for exclusion of questions during cross examination.

- Cross examination may not include questions about a complainant's sexual behavior or disposition unless evidence of such behavior is offered to establish consent or to demonstrate that another party is responsible for committing the violation of conduct prohibited by this policy.
- The SHC may choose to place less or no weight upon statements by a party or witness who refuses to respond to questions deemed relevant and not impermissible. The SHC will not draw an inference about whether sexual harassment occurred based solely on a party's or witness's refusal to respond to such questions.
- Taking of photographs in the hearing, broadcasting from the hearing (with the exception of videoconferencing per request and discretion of the Chair) or recording the hearing for non-official use or for later release or broadcast to the public, shall not be permitted.
- Failure of individuals to appear at proceedings may render their statements and/or testimony ineligible.

### **Order of the Hearing**

The following is a general description of procedures for the live grievance hearing. These procedures may vary as appropriate for specific hearings at the discretion of the Chair of the SHC.

- The SHC will open and establish rules and expectations for the hearing.
- Presentation of the investigation report by the investigator, followed by questions to the investigator by the SHC and then cross examination by the parties' advisors.
- Complainant statement, followed by questions to the complainant by the SHC.
- Respondent statement, followed by questions to the respondent by the SHC.
- Fact and expert witness questioning by the SHC.
- The proceedings shall then recess, at which point the chair shall inform both the complainant and the respondent as well as their advisors, to write down any questions that they would like to submit to the SHC as part of cross

examination upon reconvening. The SHC shall select only those questions that are relevant to the nature of the inquiry. Cross examination shall begin with the complainant, followed by the respondent, and then expert witnesses.

- Closing statement by complainant.
- Closing statement by respondent.

#### *Cross-Examination Rules*

- Before any cross-examination question is answered, the SHC will determine if the question is relevant and not otherwise impermissible before the question is posed and will explain any decision to exclude a question as not relevant or otherwise impermissible.
- Questions that are unclear or harassing of the party or witness being questioned will not be permitted. The SHC Chair will give a party an opportunity to clarify or revise a question that the SHC Chair determines is unclear or harassing. If the party sufficiently clarifies or revises the question, the question will be asked.
- Cross-examination questions that are duplicative of those already asked, including by the SHC may be deemed irrelevant if they have been asked and answered.
- During the parties' cross-examination, the SHC will have the authority to pause cross-examination at any time for the purposes of asking additional or clarifying questions and any time necessary to enforce rules of decorum.

#### *Written Determination and Notification*

Following the hearing, the SHC will review and evaluate all relevant and not otherwise impermissible evidence presented through the investigation and live hearing processes and then issue simultaneously to the parties a written determination whether sex discrimination and/or sexual harassment occurred under Title IX, which includes:

- The allegations of sex discrimination and, if applicable, sexual harassment;

- A description of the procedural steps taken to evaluate the allegations;
- An evaluation of the relevant and not otherwise impermissible evidence and determination whether sex discrimination and, if applicable, sexual harassment occurred;
- When the SHC finds that sex discrimination and, if applicable, sexual harassment occurred, any disciplinary sanctions the University will impose on the respondent, whether remedies other than the imposition of disciplinary sanctions will be provided by the University to the complainant (see **Implementation of Sanctions and Other Remedies section below**), and, to the extent appropriate, other students identified by the University to be experiencing the effects of the sexual harassment; and
- An explanation of the University's appeal process.

The written determination will be delivered simultaneously to both parties within ten business days after the hearing, unless the SHC determines additional time is needed to make a decision.

The University will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the Title IX grievance procedures that the respondent engaged in prohibited sex discrimination.

If there is a determination that sex discrimination occurred, as appropriate, the Title IX Coordinator will:

- Coordinate the provision and implementation of remedies to a complainant and other people the University identifies as having had equal access to the University's education program or activity limited or denied by sex discrimination;
- Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and

- Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within a Virginia Wesleyan University education program or activity.

In addition to the above, the Title IX Coordinator will:

- Comply with the Title IX grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
- Not discipline a party, witness, or others participating in the Title IX grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.

The determination regarding responsibility becomes final either on the date that the University provides the parties with the written determination of the result of any appeal, or, if no party appeals, the date on which an appeal would no longer be considered timely.

### **Appealing the Decision of the Sexual Harassment Council**

When requested in writing by the complainant or respondent, the decisions of the SHC may be reviewed by the Sexual Harassment Committee of Appeals (SHCA):

- The complainant and the respondent have five (5) business days following receipt of outcome to appeal the decision of the SHC.
- Should an individual wish to appeal the decision of the SHC beyond five (5) days after receiving notification of the University's decision, they must bring the matter to the attention of the Title IX Coordinator citing reasons for the request. This type of appeal is reserved for special circumstances, such as new information that was not available prior to the expiration of the five (5)-day appeal period.
- This appeal must be provided in writing to the Title IX Coordinator and other party. This appeal must be based on one or more of the following:
  - Procedural irregularity that would change the outcome;

- New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; and
- 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.
- Should the basis for appeal meet the criteria previously mentioned and be deemed valid by the Title IX Coordinator, the matter will be referred to the SHCA.
- The Title IX Coordinator will notify both parties of the appeal in writing and provide a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome.
- The SHCA is comprised of three trained faculty and staff members, one of whom shall preside as Chair. No member of the SHCA shall have taken part in an investigation of the allegations, the dismissal of a complaint, or the grievance hearing.
- The SHCA is not a hearing body but rather a review committee. Therefore, it will not conduct an additional hearing but will be responsible for reviewing documents, recordings, reports, transcripts, and findings of the SHC for procedural errors pertinent to the SHC hearing or for areas it believes the SHC should reconsider.
- When necessary, the SHCA may contact members of the SHC to discuss their deliberations and the rationale for their findings.
- An appeal will typically be resolved within 10 business days of filing. The timeline may be extended if necessary, including a temporary delay or the limited extension of time for good cause. The parties will be notified in writing of any extension of the timeframe and the reasons for such extension.
- Upon the completion of the SHCA's review, the SHCA will issue a written decision describing the result of the appeal and the rationale for the result and will provide the written decision simultaneously to both parties.

- Minor procedural errors, which the SHCA determines did not affect any portion of the outcome of SHC proceedings may be noted, but such errors need not result in a remand to the SHC for modification of its decision.

### **Implementation of Sanctions and Other Remedies**

The Title IX Coordinator is responsible for effective implementation of any remedies. In accordance with applicable law, the University reserves the right to issue, among others, any of the following sanctions in any order in these circumstances depending on the facts:

- No-contact directives
- Restriction of work privileges
- Requirement to attend training and/or counseling
- Salary reduction or limitation
- Probation
- Written warning and/or reprimand
- Loss of campus housing
- Restriction from participation in campus activities
- Restrictions from visiting residential and other areas of campus
- Suspension
- Dismissal
- Termination
- Discontinuation of relationship or association (in the case of a Third Party)
- Temporary or permanent barring from campus (in the case of a Third Party)

This list is not exclusive, but is intended to be illustrative of the common forms of sanction that may be issued upon a finding of employee or third-party responsibility.

Where a determination of responsibility for Title IX/sexual harassment has been made against a respondent, the University may provide remedies to a complainant. Any such remedies will be designed to restore or preserve equal access to the

University's education program or activity. The Title IX Coordinator is responsible for effective implementation of any remedies set forth in the written determination.

No disciplinary sanctions or other actions that are not supportive measures will be implemented against a respondent before the grievance process is final and the individual has been determined to violate this policy by the clear and convincing evidence standards.

# Sexual Harassment Procedures



## Community Arbitration System

**Due Process.** Due process is fundamentally a series of provisions designed to assure the proper presentation of all relevant facts and beliefs in an open and forthright manner. Additionally, due process ensures the rights of individuals allegedly in violation of University policies and protects individuals from faceless accusers. During specified and novel situations requiring interim regulations, the University may respond to concerns through unconventional means typically associated with the health and welfare of the campus community.

In any proceeding within the Community Arbitration System, a person accused of a violation of University policy will receive notice of his alleged misconduct; be given a specific time, date, and place where the allegations will be addressed; and be offered a mentor to guide them through the arbitration process when the decision is binding. A Campus Life representative, not involved in the alleged incident, will serve as the fact finder to present their report to the appropriate arbitration hearing body. The individual will be permitted to appear, present evidence and testimony, and request others who have first-hand knowledge of the incident to do so on his/her/their behalf at the mediation or arbitration hearing. In those situations, where the Community Arbitration Council (CAC) makes a binding arbitration decision, it first must be reviewed and affirmed by the Community Review Council (CRC) before the decision is final. All proceedings will be intended to result in a fair and timely resolution. In reviewing matters where responsibility cannot be conclusively proven through admissions of the parties or other incontrovertible evidence, the University may rely on the preponderance of evidence to arrive at a resolution.

## Student Conduct Process

**Alleged Incident.** An alleged infraction of the University's Community Standards that is reported to Residence Life, Campus Security, or the Associate Vice President for Campus Life and Operational Management, or in cases when a University official witnesses and documents an alleged violation.

**Incident Processing.** (a) Upon receipt of a report of alleged violations of the University's Community Standards, the Associate Vice President for Campus Life and Operational Management, or designee, will communicate with the reporting party to gather information about the alleged violation. Based upon the severity of the alleged violation, the disciplinary history of the student(s) involved will be reviewed and the matter will be referred to the appropriate individual or hearing body. (b) The Associate Vice President and Operational Management has the authority to render any appropriate decision regarding the student conduct process. This includes but is not limited to, immediate referral to binding arbitration.

**Educational Conference.** After communicating with the reporting party, the Conduct Officer managing the matter will contact the student(s) involved in the alleged incident to schedule a meeting. This meeting will be referred to as an Educational Conference. The purpose of this meeting will be to resolve the reported matter and administer appropriate sanctions, if necessary. Any student given a sanction by a Conduct Officer during an Educational Conference has the right to an appeal.

**Community Arbitration Council (CAC).** The CAC will convene at the request of the Director of Residence Life or designee if a matter of student conduct meets requirements for such a meeting. The meeting will consist of members of the Council (an Academic Affairs, Campus Life, and student representative) and the Director of Residence Life or designee, any student(s) involved in the incident, students' mentors, and reporting parties or witnesses.

**Community Review Council (CRC).** At the conclusion of the CAC meeting, the decision will be remanded to the Community Review Council (CRC) for an internal review. CRC consists of two representatives from Academic Affairs and two students. At the conclusion of the Community Arbitration Process at the CAC level, seven individuals (three members of the CAC and four members of the CRC) will have reviewed the decision that will be rendered to the student(s) involved.

**Appeal Process.** Any student given a sanction by a Conduct Officer in an Educational Conference has the right to appeal a decision within five business days of receiving the resolution. All appeals must be provided in writing to Residence Life by 4:30 PM on the fifth business day. Based on who initially adjudicated the matter, the appropriate individuals will be identified to review the appeal. Appeals must be based on one of the following: (1) New evidence relevant to the reviewed matter and a reason why it was not available at the time of the hearing, (2) a perceived violation of due process and justification for the claim, or (3) unjust sanctions or lack thereof with an explanation for the reason for such claim. The individual reviewing the appeal will have five business days from receipt of the appeal to determine if it will be granted. Should an appeal be granted, the appropriate individual or hearing body based on the nature of the alleged incident would review the matter. The same individual or hearing body cannot review a granted appeal. If an appeal is not granted, the matter is considered resolved. A letter will follow this from the individual who reviewed the appeal.

## Sanctions/Results

The following sanctions are listed alphabetically and not in order of severity. A complete description of each sanction may be found in the “Common University Terms” section of the *Student Handbook*. These sanctions may be applied in any sequence or combination depending on the seriousness of the matter. For example, a suspension need not have been preceded by a probation.

- Alcohol Probation
- Campus Work Service
- Conduct Probation
- Counseling Services Referral
- Disciplinary Probation
- Dismissal
- Drug Probation
- External Evaluation
- Monetary Fine
- Official Reprimand
- Residential Housing Probation
- Reassignment of University Housing
- Removal from University Housing
- Restitution
- Restriction
- Social Probation
- Suspension
- Referrals

## Policy Governing Alcohol and Illicit and Unlawful Drugs

Virginia Wesleyan University acknowledges a moral, social, and legal obligation to assist our students regarding the use of alcohol and of illicit and unlawful drugs.

The University is committed to upholding the federal, Commonwealth, and local laws pertaining to the use of alcohol and prohibiting the unlawful possession, use, or distribution of drugs. This commitment is clearly reflected by the standards set forth in our Policy Governing Alcohol and Illicit and Unlawful Drugs. A fair and consistent application and enforcement of the alcohol and illicit and unlawful drugs policies is accomplished through the Community Arbitration System.

**Regulations Governing Student Conduct – Alcohol.** The possession and/or consumption of alcoholic beverages is a privilege granted to those persons who are 21 years of age or older and is permitted only in compliance with federal, Commonwealth, and local laws and only under the following conditions:

- Students of legal age to possess alcohol may transport unopened containers of alcohol into University housing for his/her/their individual consumption.
- Students found in violation of the University’s alcohol policies may be required to pour out any alcohol at the request of a University official. Failure to comply with the aforementioned request may also result in additional sanctioning.
- At a registered social, students 21 years of age or older may possess and consume alcoholic beverages.
- Students 21 years of age or older may possess and consume alcoholic beverages in University housing, however, the number of open beverages must not be greater than the number of students legally able to consume.
- Students who are 21 years of age or older may possess (in their residence) up to twelve cans of beer or one liter of distilled spirits (i.e. bourbon, gin, vodka, rum) or wine per person. Any alcohol that exceeds this per person limit may be discarded at the request of a University official.
- Students of legal drinking age, when outside the privacy of their residence, are permitted to consume alcoholic beverages from secondary containers exclusively on the porches of the townhouses located in the Brock and Honor Villages residential areas.

Alcoholic beverages may be sold on-campus only in licensed areas as follows:

- On special occasions, for the time, place, and area defined in a banquet license, students 21 years of age or older may purchase, possess, and consume beer or wine.
- All proceeds from such sales must be dispersed in accordance with the provisions of the banquet license

Students described below cannot possess or consume alcoholic beverages at any time or place:

- Those who are under 21 years of age.
- Those who have had the privilege of possessing or consuming alcoholic beverages revoked because of disciplinary sanctions.

**Regulations Governing Prohibited Student Conduct and Alcohol Use.** To assist students in better understanding their responsibilities regarding the acceptable use of alcohol at Virginia Wesleyan University, the following violations of the alcohol policy are listed:

- Driving under the influence of alcohol.
- Serving, selling, providing, or making alcohol available to a person under the age of 21.
- Being intoxicated in public.
- The term “intoxicated” shall mean under the influence of alcohol to such an extent that the person’s speech, gait, or other behaviors are affected to an observable degree.

Evidence of intoxication may include, but does not require, a precise measure of blood alcohol content or breathalyzer analysis. Any reliable evidence may be considered.

- Possession or use of a keg, common source such as a punch bowl, or other bulk container of alcohol is prohibited.
- The use or possession of a "fake I.D." for purchasing alcoholic beverages.
- The purchase, possession, or use of alcohol by a person under the age of 21.

- Students of legal age to possess alcohol may transport unopened containers of alcohol into University housing for his or her individual consumption.
- The transport of alcohol in a secondary container between residential areas is prohibited.
- The use, possession, sale, serving, or otherwise making available of alcoholic beverages at any membership recruitment functions.
- No one, regardless of age, may manufacture and/or sell alcoholic beverages in University housing or adjoining property outside of University housing.
- The possession or use of alcoholic beverages at indoor or outdoor athletic facilities or athletic events.
- The sale of alcoholic beverages without a license.
- Any violation of federal, Commonwealth, or local laws applicable to alcoholic beverages as well as any violation of University policy applicable to alcoholic beverages.
- Alcohol may not be present in a room where the assigned residents are not 21 years old.
- Drinking games are prohibited in all forms to include games played with water, i.e. "water pong."

Violations of the regulations governing alcohol and prohibited conduct will result in disciplinary action.

Violators of federal, Commonwealth, or local laws may be referred to law enforcement agents, as well as be adjudicated under University policy. Regardless of any disciplinary actions taken by the University, the University cannot and will not attempt to protect students from the penalties of the law.

**Regulations Governing Campus Activities Where Alcohol is Permitted.** Alcohol may only be present during University-hosted events. Sodexo Dining Services maintains a banquet license and is available to sell or serve alcohol at campus activities. Any event at which alcoholic beverages are sold, served, or permitted must be conducted within the following guidelines:

- Only recognized student organizations and groups may sponsor a campus-wide social event.
- The student organization's faculty/staff advisor or an approved faculty/staff designee must be present.
- No alcoholic beverage other than beer or wine may be served or sold during campus-wide events.
- Students and guests must be appropriately identified by age. Contracted Campus Security staff must be on sight.
- A reasonable portion of the budget for an event shall be designated for the purpose of food items (chips, cheese & crackers, pretzels, or other snacks) and non-alcoholic beverages (sodas, iced tea, fruit juices, or other beverages - not water). Food and non- alcoholic beverages must be as prominently displayed as any alcoholic beverages, must be provided in sufficient quantities for those who choose not to consume alcohol, and must be available throughout the event.
- Publicity or advertising for social events shall not revolve around selling or serving alcohol (ex. "kegger," "cocktail party"). If your advertisement references that beer/wine will be available, it must also indicate that students must be 21+ with a valid ID and wristband.
- Attendance at events where alcoholic beverages are available shall be open to members of the University community and their properly registered guests.
- The sponsoring organization is required to control access to the event.
- There must be a non-alcoholic theme for the event.
- Direct access to alcoholic beverages must be limited to those designated as servers on the ABC license.
- Consumption of alcoholic beverages is permitted only within the approved area designated for the event.
- As appropriate to the size and nature of the event, Campus Security shall be present at all times during the event. At the discretion of the Director of Security, the presence of Virginia Beach Police Officers may be required. The cost of these additional staff is the responsibility of the sponsoring group.

- The sponsoring group or host(s) shall be concerned about and observe the condition and safety of those leaving the event and shall implement techniques (such as, not serving alcoholic beverages at least one hour prior to the scheduled end of the event) to aid in the safety and well-being of guests.
- The Senior Vice President or Director of Student Engagement may alter or impose additional regulations at the time the event is registered or may cancel the scheduled event with due cause.

Violations of the regulations governing campus activities will result in disciplinary action or an educational conference.

**Sanctions Regarding the Use or Misuse of Alcohol.** Virginia Wesleyan University upholds laws that prohibit the unlawful possession, use, or distribution of alcohol. The unlawful possession, use, or distribution of alcohol is prohibited on the property owned or leased by the University and at University activities.

A student found in violation of the University alcohol policy can expect to receive sanctions including: (A complete description of each sanction may be found in the “Common University Terms” section of the *Student Handbook*.)

- Parental notification.
- Notification of the student’s parent(s) to attend an on-campus or phone conference with the student, his/her/their parent(s), and appropriate University officials.
- Referral to Counseling Services for consultation and recommendation of therapy for alcohol dependency as a condition of continued enrollment.
- Required attendance at an educational session or the equivalent.
- Participation in an alcohol education seminar, which may include a group workshop and an individual project with follow-up meeting or equivalent.
- Alcohol Probation.
- Campus Work Service.
- Relocation within University housing facilities to permanent removal from University housing (resident students only).

- Additional conditions and sanctions may be imposed as deemed appropriate by the Community Arbitration Council and/or the Senior Vice President.
- Restitution for damage to University or personal property.
- Official Reprimand, Conduct Probation, or Disciplinary Probation.
- Suspension.
- Dismissal.

**Regulations Governing Student Conduct – Marijuana.** Effective July 1, 2021, changes to Commonwealth law regulating the use of marijuana permit an individual 21 years of age or older to:

- possess an ounce or less of marijuana;
- consume marijuana in private residences;
- possess up to four marijuana plants.

Regardless of Commonwealth law, Virginia Wesleyan receives federal funding through student financial aid, and therefore must uphold all federal guidelines and laws. Under federal law, the possession, distribution, and consumption of marijuana and paraphernalia remains illegal.

Students of any age are prohibited from possessing, using, manufacturing, or distributing marijuana and other paraphernalia on the Virginia Wesleyan University campus. Sanctions for violating this policy are consistent with the sanctions regarding the use, possession, and or distribution of illicit and unlawful drugs.

**Regulations Governing Student Conduct – Controlled Substances.**

- The Standards of Student Conduct prohibit the possession, use, manufacturing, or distribution of controlled substances and the unlawful possession, use, or distribution of prescription drugs on the property owned or leased by the University or at University activities. Students are responsible for their own actions, the actions of their guests, and for vacating areas where they believe controlled substances are present or being used and to immediately report their knowledge or suspicion to University officials.
- Any students found to be in violation of the University’s policy on controlled substances are subject to immediate disciplinary action, with sanctions

including drug probation, loss of University housing, suspension, or permanent dismissal from the University.

- The University cannot and will not attempt to protect a drug offender from the penalties of law. Law enforcement officers armed with proper legal documents have the right to search any campus building without prior notice. The University will not offer protection from criminal prosecution to those members of the University community who violate the standards set forth in the University alcohol and other drug policy and will refer individuals to law enforcement authorities when appropriate.
- The University may take one or more of the following actions in response to violations in Greek facilities, in addition to University disciplinary actions: (a) the University may notify the international/national headquarters of violations or suspicions and request a response and (b) when warranted, the University reserves the right to revoke a chapter's charter.

### **Regulations Governing Prohibited Student Conduct and Illicit and Unlawful**

**Drugs.** To assist students better understand their responsibilities at Virginia Wesleyan University, the following violations of the illicit and unlawful drugs policy are listed:

- The illicit sale, possession, use, cultivation, production, manufacture, extraction, preparation, offering, offering for sale, distribution, purchase, delivery on any terms whatsoever, brokerage, dispatch, dispatch in transit, transport, importation and exportation of stimulant, depressive, hallucinogenic, narcotic or date rape drugs, or any other substance listed by law enforcement as a controlled substance is prohibited on the campus, property owned or leased by the University, and at University activities.
- The unlawful possession, use, or distribution of prescription drugs is prohibited on the property owned or leased by the University or at any University activity. The patient to whom the drug was prescribed for the use intended and in the manner prescribed may only take prescription drugs. Non-prescription drugs must be taken in a manner consistent with their use as identified on the packaging or as directed by a physician.

- The possession and use of synthetic cannabinoids and similar substances is prohibited.
- The possession of drug paraphernalia such as, but not limited to bongos, pipes, clips, grinders, rolling paper and vaporizers is prohibited.
- A student who is in the presence of an illegal substance or paraphernalia may be found in violation of University's drug policy.

**Sanctions Regarding the Use, Possession, and/or Distribution of Illicit and**

**Unlawful Drugs.** A student found in violation of the University drug policy can expect to receive the sanction of suspension or dismissal from the University. In those instances where suspension is not imposed, the minimum sanction is drug probation. While on drug probation, should a student be found using, possessing, or being in the presence of drug paraphernalia or illegal substances on the campus of Virginia Wesleyan University or leased housing facilities, they may be subject to suspension or dismissal from the University. Other sanctions that may be imposed are as follows (a complete description of each sanction may be found in the "Common University Terms" section of the *Student Handbook*):

- Parental notification.
- Greek international/national headquarter notification.
- Revocation of Greek chapter's charter.
- Required drug screening and random drug testing.
- Substance abuse assessment with a requirement to follow through with recommendations of the counselor.
- Completion of a drug education seminar or on-line tutorial.
- Campus Work Service.
- Suspension and/or dismissal from the institution.
- Conduct Probation or Disciplinary Probation.

Failure to meet the sanctions imposed by the University for a drug violation may result in the student receiving additional disciplinary sanctions that may include suspension or dismissal from the University.

## Policy Governing Guests of the University

Guests of the University must abide by the community standards outlined in the Student Handbook.

## Policy Governing Weapons

Weapons capable of inflicting injury or damage are not permitted on campus. This includes, but is not limited to, firearms, airsoft pellet guns, stun guns, knives, swords, brass knuckles, and others.

## Policy Governing Fireworks, Explosives, and Fire Safety

Fire safety is a serious concern of the University. The following regulations are designed to protect every member of the University community from the threat of fire.

- No student may possess or use fireworks or explosives on-campus or in leased housing facilities.
- Open flames are only permitted in designated areas with prior approval from Campus Security.
- The law requires fire drills. Therefore, the University conducts several fire drills every semester. Whenever a fire alarm sounds, leave the building quickly in an orderly manner by the nearest exit. All windows and doors should be closed. Do not re-enter the building until instructed to do so by a member of the fire department or Campus Security. Persons refusing to leave a building when an alarm sounds are endangering themselves and are in violation of the law. Disciplinary action may be imposed for failure to vacate a building during a fire alarm.
- Setting off a false fire alarm, the discharge of a University fire extinguisher for other than firefighting purposes or the tampering with any fire safety

equipment (e.g., smoke detectors) constitutes a violation of University regulations and state law. Any person who is found in violation of the University fire safety policy will be subject to University disciplinary action and/or state criminal penalties.

- Room and building exits must remain free of obstructions. Therefore, students are not allowed to hang sheets, blankets, hammocks, or other items in such a fashion as would hinder the exiting from a room and students are not allowed to block building exits with furniture or in any other manner.
- No tapestries ( tapestry is defined as any fabric object, which may be hung or draped to be used as a decoration and which may be determined to be capable of becoming a fire accelerant), flags, or fabrics may be hung from ceilings or walls in any residential spaces, common areas, closets, bathrooms, or halls, nor can any material cover any smoke detector or sprinkler head. Curtains covering windows are permitted as long as they are flame retardant, hung on spring tension rods (rods that screw or must be nailed into the wall are not permitted) and neither hang past the width of the actual window nor hang lower than the windowsill. Students in violation of this policy will have their tapestries, flags, or fabrics confiscated and are subject to immediate disciplinary action, to include the possible removal from or reassignment within University housing.
- Each student's room is provided with a smoke detector as required by law. Replacement batteries are available through the Resident Assistant.
- Fire safety equipment and alarm systems are intended for the student's safety and for the safety of those around the student. Do not tamper with this equipment unless an actual fire emergency exists. Should students, through their own negligence, set off a fire alarm they may be subject to disciplinary action to include fines.

## Policy Governing Prohibited Devices

**Hoverboards.** The possession, use, storage, and charging of Hoverboards (also known as Swagways, IO Hawks, or Skywalkers) is prohibited. These products have

been deemed a fire hazard and have accounted for numerous injuries. The Commonwealth of Virginia's Fire Marshal's recommendation, policies implemented by insurance companies servicing institutions of higher education, and the University's genuine concern for the well-being of community members are the basis for this policy.

**Drones.** The use of Drones and other remote-control flying devices is prohibited. This policy complies with the Federal Aviation Administration (FAA), which prohibits the unauthorized use of drones and similar products within five (5) miles of an airport. This policy also applies to individuals with FAA permits. The University, in accordance with FAA regulations, reserves the right to utilize these devices for official University business (i.e. surveying or promotional purposes).

## Policy Governing Other Prohibited Behavior

The following is a list of actions that constitute misconduct and, under the guidelines of the Community Arbitration or other established processes, students may be disciplined if found in violation of one or more policies. This list is not meant to be all-inclusive.

- Actions that disrupt or tend to disrupt the privacy of others and/or the academic mission; actions that endanger or tend to endanger the safety, health, or life of any person.
- Failure to comply with the request of a University official.
- Engaging in or contributing to disruptive behavior, including using a space for purposes other than its intended use.
- Knowingly furnishing false or misleading information, unauthorized use of identification, failure to provide requested information to University officials.
- Community members shall not knowingly conceal their identity by any means, including but not limited to, the use of masks, hoods, or similar coverings. This does not include individuals wearing garments intended for religious purposes or masks deemed necessary for physical safety.

- Community members and guests are prohibited from camping, constructing shelters, or otherwise utilizing or occupying University property without prior approval.
- Deliberate, malicious, careless, or negligent destruction of University property or the property of others; using University property other than for its intended purpose. While the University welcomes electric and plug-in hybrid electric vehicles on campus, students are prohibited from utilizing campus utilities for charging purposes.
- Creating unsanitary conditions in University housing and adjoining property outside University housing.
- Stealing, taking, or possessing another's property without permission.
- Improper conduct in University housing; failure to abide by regulations.
- Possession of fireworks or explosives, inappropriate use of safety equipment, failure to evacuate a building when instructed to do so by University officials.
- Violation of prevailing federal, Commonwealth, or local laws under circumstances that creates a nexus between the violation and the University community.
- Removal of food or other items from the dining center other than in the University approved take-out containers, refusal to wear shoes in the dining center, lock out procedures and other specific policies regarding campus resources and facilities.
- Recording or distributing another person's image or voice, without permission, where that person had a reasonable expectation of privacy, is prohibited.
- Playing sports or skateboarding inside residential facilities.

The University does not attempt to regulate, nor does it take responsibility for, the off-campus behavior of its students. The University will, however, take action against students who's off- campus behavior impedes or disrupts the University community and/or undermines or threatens the welfare of the University or members of the University community.

## Policy Governing Violence

The University is fully committed to maintaining an environment in which all members of this community can be confident that they are secure from physical violence, whether threatened or actual. Any student found to have threatened and/or committed acts of physical violence against any person is subject to immediate disciplinary action. A student found to have committed an act of physical violence against another person can expect to receive the sanction of suspension or dismissal from the University. In exceptional cases, mitigating circumstances will be considered which may result in lesser sanctions for less serious violations. Additional conditions and sanctions may be imposed as deemed appropriate by the Community Arbitration Council and/or the Senior Vice President. Those who commit acts or threats of physical violence are subject to both state and/or local prosecution and/or civil litigation.

## Policy Governing Harassment and Hazing

**Harassment.** No one in the Virginia Wesleyan community should behave in any manner that can reasonably be construed as harassment. These actions will not be tolerated, as it is the opinion of this academic community that this kind of insensitivity is injurious to both the people involved and the institution itself.

The term "harassment" applies to any conduct that reflects a demeaning attitude toward a person's race, gender, ethnic origin, religious beliefs, sexual orientation, gender expression, disability, or other characteristics that creates an intimidating, hostile, or offensive environment that interferes with a person's performance and equanimity.

**Hazing.** Hazing is an act that a reasonable person would consider endangering to one's physical or mental wellness. It is often, but not exclusively, associated with admission, involvement, association, or continued membership in a group, team, or

organization. Hazing may include humiliation, intimidation, and/or demeaning treatment. It may also involve alcohol, drugs, or other substances.

The National Collegiate Athletic Association (NCAA) defines hazing as any act committed against someone joining or becoming a member or maintaining membership in any organization that is humiliating, intimidating or demeaning, or endangers the health and safety of the person. Hazing includes active or passive participation in such acts and occurs regardless of the willingness to participate in the activities. Read the [NCAA Hazing Prevention Handbook](#).

Hazing is a criminal offense in the Commonwealth of Virginia. Hazing is a violation of VWU's policy and is prohibited in all forms. It applies to all student organizations, clubs, and individuals. Concurrently, the NCAA, North American Interfraternity Conference, the National Panhellenic Conference, and the National Pan-Hellenic Council agree that hazing has no place in the collegiate experience.

Organizational leaders (presidents/chairmen) and team captains are responsible for informing members and prospective members of the hazing policy each semester.

Any student who believes that he or she has been harassed or hazed is encouraged to report the activity.

Should a matter be brought to the attention of University officials relative to behavior reasonably construed as hazing, which on the periphery involves possible violations of University policy to include substance use or abuse, and a report is made in good faith, the University will not hold the reporting party responsible for violation of the Student Code of Conduct.

## Policy Governing Gambling, Solicitation, and Distribution of Literature

**Gambling.** Gambling is not permitted on the campus, in University buildings, or at off-campus University sponsored functions/facilities.

**Solicitation.** Individual students, as well as outside persons and organizations, may not solicit funds, sell items anywhere on-campus or use the campus system for solicitation or promotion without authorization from the Senior Vice President or designee.

**Distribution of Literature.** Registered student organizations may drop off flyers to be approved and hung by the Office of Student Engagement (4 for Batten Center and up to 87 for University housing). Flyers are removed after two weeks.

## Policy Governing Smoke Free Environment and Tobacco Use

Smoking is defined as the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, pipe, or e-cigarette of any kind.

Virginia Wesleyan University prohibits tobacco use including e-cigarettes and smokeless tobacco in classrooms and administrative buildings, dining areas, athletic facilities, and University owned- vehicles. Smoking is prohibited in University housing and within 25 feet of the outside of any building. Smoking should be done in areas that prevent smoke and e-cigarette vapors from entering through entrances, windows, ventilation systems, or other means.

For students wishing to stop smoking, they may obtain information through Counseling Services.

The University prohibits the sale and promotion of tobacco products.

Smoking urns are 25 feet or more from select building entrances. Smokers are encouraged to use them to keep the grounds beautiful.

## Policy Governing Parking and Traffic Regulations

Students may have motor vehicles on campus provided they hold a valid driver's license, are driving an insured vehicle, comply with traffic laws, and obey all University traffic and parking regulations. Vehicles on campus are the responsibility of the student who registers and/or drives the car, and are here at the student's risk. The University does not assume any risk or responsibility for vehicles driven or parked on campus.

All vehicles must be registered with the Campus Security within one class day of the vehicle's arrival on campus. Students must go online to WebAdvisor to register their vehicle. A license plate number, VIN number, company name of vehicle insurance, and driver's license number will be required to register a student's vehicle. A decal fee of \$250 for residents, \$150 for commuters, and \$50 for evening and weekend students will be charged to the student's account. Decals are in effect for one academic year. The University reserves the right to remove any decal not in compliance, i.e. expired or affixed to the wrong location. Decals must be affixed to the inside, front windshield, driver's side, upper corner. If the vehicle has a tinted strip at the top, the decal should be affixed under the tinted area so it can be seen. Those persons who have more than one vehicle available to them and who desire parking privileges for each vehicle will be required to register each vehicle and pay the decal fee. There may be times when a student is driving a vehicle that does not belong to them on a temporary basis. During those times, a student must report to the Campus Security Office to obtain a temporary parking permit. There is no cost for this temporary permit. A vehicle requiring a temporary permit longer than fourteen days constitutes a second vehicle and an additional decal must be purchased for that vehicle.

### *Guest Registration and Parking Regulations*

Students are responsible for their guest's tickets. Guests must be registered through WebAdvisor and obtain a blue parking pass upon entering the campus. Guests must vacate campus prior to the end of visiting hours. Overnight guests

must be registered with the Office of Residence Life and will be given an overnight pass upon entering the campus. Any guest vehicle without an overnight pass on their dashboard found on campus after visiting hours will be ticketed and the student who registered the guest will be charged.

Parking is authorized and restricted according to the following guidelines:

- Parking lots are checked and parking regulations enforced 24 hours a day, seven days a week.
- When parking, vehicles are to be parked in a parking space between two (2) white lines.
- Parking is prohibited in areas marked as fire lanes or areas painted with yellow curbs.
- **Katherine B. & Mills E. Godwin, Jr. Lot** (between Bray Village and Hofheimer Library) is faculty, staff, and handicap parking only. Students may park in the area **before** the median. Faculty, staff, and students are not allowed to park in any **reserved** or **welcome center** spaces. **No overnight student parking is permitted.**
- **Avenue of the Sciences parking** (in front of Blocker Hall) is students and handicap parking only.
- **Dennie Allen Village/Birdsong Field Lot** (behind Allen Village) is faculty/staff, students, medical personnel, and handicap parking. The service drive and loading area are to be used only for service vehicles.
- **Kenneth R. Perry Field Lot** (baseball field parking lot) is reserved for faculty/staff, students, and handicap parking. **There is no parking along the curb.**
- **Shelhorse Lane** parking is open to faculty/staff, students, and handicap parking.
- **Boyd Dining Center Lot** (behind Boyd Dining Center) is reserved for students and handicap parking only. **There is no parking in the circle adjacent to Boyd.**
- **Jane P. Batten Student Center Lot** (located adjacent to the Jane P. Batten Student Center) is reserved for faculty/staff, students, visitors, and handicap

parking unless otherwise reserved for special events. Parking along the curb is prohibited. **No overnight student parking is permitted.**

- **Joan and Brock Village Lot** (behind the apartments) is reserved for student and handicap parking only.
- **David R. Goode Art Complex Lot** is faculty/staff, handicap, and special event parking only. **No student or overnight parking is permitted.**
- **Honors Village Lot** (behind Greer Environmental Sciences Center) is reserved for faculty/staff, student, and handicap parking.
- Parking on Smith Drive or on any roadway is prohibited. Parking in entrances, loading zones, and other restricted areas is prohibited.
- Vehicles may not be parked in grass areas unless designated by Campus Security as parking spaces.
- Under certain circumstances, illegally parked vehicles are subject to towing and/or having wheel-locking devices placed on the vehicle. All related expenses will be the responsibility of the registered owner and must be paid when recovering the vehicle.
- At times it may be necessary to park in a prohibited area to load and unload items. Hazard lights must be engaged and there is a strict time limit of 15 minutes. Drivers who fail to follow this procedure will be subject to a \$25 to \$100 fine depending on the location.

Motorcycles may be operated and parked on campus subject to the following regulations:

- All motorcycles are to be registered in Campus Security and a decal purchased.
- All state and local laws pertaining to motorcycles or other motorized two-wheeled vehicles are in effect on campus. This includes safety equipment requirements.
- Motorcycles will not be parked or housed in any building on the University campus.

Bicycles may be operated and parked on campus subject to the following regulations:

- Comply with University and traffic regulations when operating bicycles on campus.
- Bicycles should be stored in the bicycle racks located throughout campus.
- Fire safety regulations prohibit the storage of bicycles in stairwells and hallways.

Other traffic regulations are as follows:

- The campus speed limit is 25 M.P.H.
- All vehicles must enter and exit the campus via the main drive.
- Four wheeling is prohibited on campus.
- The use of VWU facilities and/or utilities for washing or servicing private vehicles is prohibited.

Fines will be imposed for the following violations:

- Students parked in designated faculty/staff parking spaces will be subject to a fine of 100.00.
- Traffic violations, i.e. speeding, unsafe driving, failure to stop, driving the wrong way on a one-way street, will result in a \$50.00 fine.
- Members of the campus community who park a vehicle on campus without first obtaining a parking decal or temporary permit from Campus Security will be subject to a fine of \$50.00.
- Parking in loading areas, Welcome Center spaces in front of the Library, reserved spaces in front of Bray Village, medical reserved and other reserved spaces will be subject to a fine of \$50.00. Parking in Bray Village behind the Security Office will be subject to a \$50.00 fine.
- No vehicles are to be driven on University sidewalks, grounds, lawns, or open fields.
- Vehicles are to be driven only on campus streets, roadways, and parking lots. Violation of this section will result in an automatic \$50.00 fine plus charges for any damages to University property.
- The charge for parking in a handicapped space, marked fire lane or yellow curb areas will be \$100.00.

Traffic violations will be handled in the following manner:

- Tickets will be written in two (2) parts. One part will be placed on the violator's vehicle and Campus Security will retain the stub.
- Fines shall be automatic. If the violator feels that the parking fine was issued in error, the violator must contact Campus Security within seven (7) working days after the violation occurred to discuss the fine. If the violator is not satisfied with the outcome, they may file a request through the Community Arbitration System. The request for the hearing must be made in writing within three (3) days of appearing in Campus Security or the violation stands without the right of appeal. If the violator does not appear in Campus Security to discuss the fine or request a hearing, they will be billed for the charge.

## Policy Governing Acceptable Use of University Computer Systems, Networks, and Social Media

Access to computer systems and networks owned or operated by Virginia Wesleyan University imposes certain responsibilities and obligations by faculty and staff as well as students enrolled in University classes. This access is granted subject to University policies, federal, Commonwealth, and local laws. Read the complete Acceptable Use Policy [here](#).

## Withdrawal and Separation from the University

Separation from the University refers to a temporary or permanent period of absence from campus and/or classes that may be initiated by the institution or a student. Separation includes:

(a) Academic Dismissal, (b) Academic Suspension, (c) Administrative Withdrawal, (d) Administrative Withdrawal for Non-Attendance (No Show), (e) Disciplinary

Dismissal, (f) Disciplinary Suspension, and (g) General Withdrawal, (h) Medical Withdrawal.

**Academic Dismissal.** In rare cases of academic non-performance, the Committee of Academic Standing may “dismiss” a student for a period of up to five years.

**Academic Suspension.** “Suspension” occurs when the Committee of Academic Standing determines that a student’s academic performance merits separation from the institution for two terms (with summer and winter counting as a term.)

**Administrative Withdrawal/Leave.** Should it be determined that a student is a risk to themselves or others, based on exhibited and/or documented behavior, or if a student continues to remain academically unengaged after reasonable intervention from the University, the student may be administratively withdrawn. The Senior Vice President coordinates this process. Financial and academic matters related to an administrative withdrawal will be handled on a case-by-case basis, though they will normally adhere to existing University policies and practices. Based on a student's observed and documented behavior, specifically as it relates to his/her welfare or the safety of the campus community, the Senior Vice President or designee may, in consultation with and concurrence from other University officials (Counseling Services, Sentara Student Health Center, Campus Security, and Office of Residence Life), separate a student from the University permanently or for a stated period of time. A temporary separation may also include required action on the student's behalf as a criterion for readmission. This may include counseling or other health/behavioral modification interventions.

In accordance with University policy [specific to endangering behavior and administrative withdrawal/leave processes](#), individuals who display behaviors (to include ideations) that endanger or intend to endanger the safety, health or life of any person, including self, may be subject to temporary or permanent separation from the institution to ensure the wellbeing of the student and campus community. In accordance with Commonwealth law, family and/or guardian notification and involvement is necessary to ensure the safety and wellbeing of the student. This process is coordinated by Counseling Services and Campus Life leadership in

conjunction with non-affiliated independent, licensed mental health professionals. The student's ability to return to campus is contingent upon documented and verified ability to live in an unsupervised setting without continued danger to self or others.

Counseling Services coordinates the notification of the student's absence with the Office of Academic Affairs to mitigate negative consequences associated with a prolonged absence from classes. Students are encouraged, as medically and emotionally able, to communicate directly with professors regarding the absence and develop an individualized plan to maintain academic pace in courses.

Administrative separation will only be utilized under certain circumstances, in matters of grave concern, and when the University's traditional methods for parting with a student must be compromised due to urgency and for the sake of safety. A notice of the administrative withdrawal will be presented to the student and copied to all appropriate parties. This notice, which will appear in letter format and may be delivered electronically, will communicate the conditions that accompany the withdrawal as they may relate to a student's permanent or temporary separation from the University, as well as conditions that must be satisfied as a requirement for eligibility for consideration for readmission. Additionally, the University may communicate the nature of or cause for the withdrawal upon request from another institution or agency following standard higher education practice. Financial and academic implications of an administrative withdrawal will be managed on a case-by-case basis, in consultation with appropriate University officials, and in accordance with the University's policies and practices.

**Administrative Withdrawal for Non-Attendance (No Show).** Students who register for a semester of coursework but do not attend class sessions of any of their courses during the first week of the semester are withdrawn from the University administratively, and notified of that action by a letter sent to both home and campus addresses. Those students are responsible for 10% of tuition and room charges plus the administrative cost allowance. However, the student will be

ineligible for any federal, Commonwealth, or institutional financial aid. This includes all grants, scholarships, and loans.

This policy does not apply to students who attend some, but not all, of their courses. In this case, students will receive grades in courses that they did not attend but did not formally drop. Students are responsible for all tuition and fees charged for those courses.

**Disciplinary Dismissal.** A permanent separation from the University. In cases of dismissal for violation of the Sexual Harassment Policy, the University will make a notation on the student's academic transcript.

**Disciplinary Suspension.** A period of separation from the University, usually from one to two semesters, or until certain conditions are met. If suspended, the student must vacate campus typically within 24 hours of notification. The completion of the period of suspension does not guarantee reinstatement. In cases of suspension for violations of the Sexual Harassment Policy, the University will make a notation on the student's academic transcript. Once a student is suspended from the University, the student will not be allowed on the VWU campus for any reason during the stated period of suspension.

**General Withdrawal.** If a student withdraws after the drop/add period, the student will be awarded a Withdrawal (W) up until the deadline date to drop a course without an automatic Withdraw Failing (WF). A W grade will not count towards the student's Cumulative GPA. A WF grade will count towards the cumulative GPA as a zero.

*Incompletes:* If a student does not complete a course, he/she will have to complete the required work the following semester if granted an incomplete by the course instructor. If the requirements are not met, the student will receive a grade based on the completed work. This is at the discretion of the faculty member. If the student does meet the requirements during the following semester, the student will receive an IA, IB, IC, ID, IF (which will be counted the same as an A, B, C, D, or F Grade).

A student will be automatically placed on Warning if more than one incomplete grade is received in any semester.

**Medical Withdrawal.** With proper documentation from a medical professional, to include certified clinicians who can speak to a student's condition and how it impacts academic performance or inhibits their ability to complete course requirements or an academic term, a student may be afforded a medical withdrawal. Based on the circumstances and supplied documentation and at the discretion of the Provost and Vice President or designee and/or that of the student's professors, a student may be awarded a W or WF for each course. Financial implications of a medical withdrawal will be managed on a case-by-case basis, in consultation with appropriate campus offices, and in accordance with the University's policies and practices.

**Return of Federal Financial Aid.** The Financial Aid Office is required by federal statute to recalculate Federal Title IV financial aid eligibility and Military Tuition Assistance (TA) for students who withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term.

If a student leaves the institution prior to completing 60% of a payment period or term, the Financial Aid Office recalculates eligibility for Title IV funds and Military TA. Recalculation is based on the percentage of earned aid using the following Federal Return of Title IV funds formula:

- Percentage of payment period or term completed = the number of days completed up to the withdrawal date divided by the total days in the payment period or term. Any break of five days or more is not counted as part of the days in the term. This percentage is also the percentage of earned aid.
- Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned = (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total amount of aid that could have been disbursed during the payment period or term.

If a student earned less aid than was disbursed, the institution is required to return a portion of the funds, and the student is required to return a portion of the funds. When Title IV funds are returned, the student borrower may owe a balance to the institution, which must be paid within 30 days of withdrawal.

If a student earned more aid than was disbursed, the institution owes the student a post-withdrawal disbursement, which must be paid within 120 days of withdrawal. The institution must return the amount of Title IV funds for which it is responsible no later than 45 days after the date of the determination of the date of withdrawal. Refunds are allocated in the following order:

- Military TA
- Unsubsidized Direct Stafford Loans
- Subsidized Direct Stafford Loans
- Direct PLUS Loans (Parent and Graduate)
- Federal Pell Grants
- Federal Supplemental Opportunity Grants
- Other Title IV assistance for which a return of funds is required (e.g., TEACH).

**Return of Military Tuition Assistance.** Military TA is awarded to a student under the assumption that the student will attend school for the entire period for which the assistance is awarded. When a student withdraws, the student may no longer be eligible for the full amount of TA funds originally awarded.

To comply with the Department of Defense policy, Virginia Wesleyan University will return any unearned TA funds on a prorated basis through at least the 60% portion of the period for which the funds were provided. TA funds are earned proportionally during an enrollment period, with unearned funds returned based upon when a student stops attending. These funds are returned to the military service branch. Instances when a service member stops attending due to a military service obligation, VWU will work with the affected service member to identify solutions that will not result in student debt for the returned portion.

Withdrawing or dropping courses prior to the start of classes, 100% of TA is returned to the military service branch.

15-week course withdrawal submitted, the 60% of course is completed at 9 weeks.

12-week course withdrawal submitted, the 60% of course completed at 7.2 weeks.

7.5-week course withdrawal submitted, the 60% of course completed at 4.5 weeks.

**Withdrawal and Refund Policies.** Since the University must make financial commitments, the tuition and room deposits are nonrefundable. The withdrawal policy applies to students who attend at least one class and then “officially” withdraw from the University. An official withdrawal means the student needs to go through the proper channels as set forth by the University. Simply failing to attend classes does not constitute an “official” withdrawal. In order to initiate the process, a student must visit the Office of the Registrar to obtain a withdrawal form. Students who withdraw from the University completely (withdrawing from all classes in which he/she/they is registered) may receive a partial refund as follows: 90% during the first week of classes, 50% the second week and 25% the third week. After the third week of classes, there is no refund. Calculations are based on the date the withdrawal form is completed and submitted to the Office of the Registrar. The University will charge an administrative cost for a student withdrawal. The cost would be five percent (5%) of tuition, room, and meals originally charged, however, it would not exceed \$100.00. Student fees are non-refundable.

**Withdrawal While Under Investigation.** The University will prominently note on a student’s official academic transcript a student’s withdrawal while under investigation for violating policies governing sexual harassment. The University shall remove from the student’s academic transcript any notation placed on such transcript in cases where the student had withdrawn from the University, but was subsequently found not responsible for violating sexual harassment policies.

**Grade Policy.** Students suspended or dismissed from the University for disciplinary reasons will receive a grade of W or WF in each course in which they are currently enrolled at the discretion of the instructor of that course, unless work in a given

course has already been completed, in which case the student will receive the grade already earned.

**Refund Policy.** Should a student be suspended or dismissed for disciplinary reasons, the University will retain the following amount of tuition, room and board, and federal, Commonwealth, and institutional financial aid. The tuition and room deposits are nonrefundable. Students may receive a partial refund as follows: 90% during the first week of classes, 50% the second week and 25% the third week. After the third week of classes, there is no refund. Calculations will be based on the date the suspension or dismissal is communicated to the student. The University will charge an administrative cost for any student suspended or dismissed. The cost would be five percent (5%) of tuition, room, and meals originally charged, however, it would not exceed \$100.00. Any federal financial aid would be returned based on the Federal Return Policy.

**Return of University Property.** Students suspended or dismissed from the University must surrender their VWU student ID, parking decal, and room key card (where applicable) to a University official.

## Common University Terms

**Administrative Withdrawal.** Should it be determined that a student is a risk to themselves or others, based on exhibited and documented behavior, or if a student continues to remain academically unengaged after reasonable intervention from the University, the student may be administratively withdrawn. The Senior Vice President in consultation with the Provost and Vice President, the Vice President for Finance and Administration, and Director of Financial Aid coordinates this process. Financial and academic matters related to an administrative withdrawal will be handled on a case-by-case basis, though the University will normally adhere to existing policies and practices.

**Alcohol Probation.** While on alcohol probation, students, regardless of age, are prohibited from consuming, possessing, or being under the influence of alcohol

while on the campus of Virginia Wesleyan University, and subsequent infractions may result in their suspension from the University.

**Appeal (Sexual Harassment Council).** In cases involving Title IX/sexual harassment, the complainant and respondent have the right to appeal the decision of the Sexual Harassment Council (SHC). The complainant and respondent also have the right to written notice of any change in the outcome or sanctions imposed. This appeal must be provided in writing to the Senior Vice President. This appeal must be based on one or more of the following: (a) new evidence relevant to the reviewed matter and a reason why it was not available at the time of the hearing, (b) a perceived violation of due process and justification for the claim, (c) excessive sanctions with an explanation for the reason for such claim. The Senior Vice President will provide the Title IX Coordinator with the appeal and supporting evidence. Should the basis for appeal meet the criteria previously mentioned and be deemed valid by the Title IX Coordinator or designee, the matter will be referred to the Sexual Harassment Committee of Appeals (SHCA). The SHCA is comprised of three faculty and staff members, one of whom shall preside as Chair.

**Automatic Review.** The Community Review Council automatically reviews all Community Arbitration Council decisions. If affirmed by the CRCI, the decision shall be final. The Community Review Council may suggest changes to the proposed sanctions necessitating a discussion among the CAC and CRC members. In most cases, this discussion may only involve the Chair of the Community Arbitration Council and the Senior Vice President; however, significant suggested modification(s) to findings may require consultation of all members or a meeting between the Community Arbitration and Community Review Councils.

**Bystanders.** Bystanders are individuals who witness emergencies or situations that could lead to criminal events or violations of University policy and, by their presence, may have an opportunity to provide assistance, do nothing, or contribute to the negative behavior.

**Bystander Intervention.** Bystander Intervention is a philosophy and strategy for prevention of various types of violence, including bullying, sexual harassment, and intimate partner violence.

**Campus Work Service.** A disciplinary measure that establishes an opportunity for a student to contribute to the betterment of the campus community through work assigned through the University's Arbitration Process and completed through the Office of Residence Life. While completing campus work service hours, students may participate in a variety of tasks ranging from clerical duties, general maintenance, and/or grounds improvement. As a condition of sanctioning, students are obligated to complete campus work service hours within a stated period. An inability to complete hours will be promptly evaluated and may result in further sanctioning.

**Clery Reporting/Student Right to Know Act.** The collection and reporting of campus criminal activity is a requirement of federal law and an important part of the University's Campus Security function. The law was originally named the Student Right to Know and Campus Security Act [20 USC Section 1092 (f) (1) (I)]. The original 1990 legislation has been amended several times, and renamed the Clery Act in memory of Jeanne Clery, a victim of on-campus rape and murder whose tragic loss was instrumental in developing the legislation. The University compiles and publishes an Annual Security and Fire Safety Report (ASFSR), and ongoing campus crime and fire logs. Information and protocol regarding these and other crime prevention efforts are described below. The University advises prospective and current students as well as University employees of Virginia Wesleyan's Campus Security Report. The Campus Security Report includes crime statistics that are annually reported to the U.S. Department of Education.

The Director of Security is designated as the data gathering coordinator for the Annual Security Fire and Safety Report (ASFSR). Campus Security collects data from relevant campus entities, most notably, the Office of Residence Life. All statistical data on Clery reportable crimes such as murder, non-negligent manslaughter, sex offenses (forcible and non-forcible), robbery, aggravated assault, burglary, motor

vehicle theft, arson, hate crimes, arrests and referrals for disciplinary action for liquor/drug/weapons law violations, domestic violence, dating violence, and stalking are included. If any of these are alleged to have happened on-campus or during a University-sponsored trip, they must also be reported. There are no privacy exemptions. The crime statistics also reflect any reportable offenses that occurred on campus, in certain non-campus buildings, or on public property that is immediately adjacent to and accessible from the campus.

**Coercion.** Coercion is an unreasonable amount of pressure to engage in sexual activity. Coercion begins not when you make the sexual advance, but when you realize the other person does not want to be convinced and you continue to push.

**Community Arbitration Council.** The Senior Vice President or designee, a faculty member and a student selected through Student Conduct Officer process shall convene to hear the following matters: when a student appeals the decision of an Educational Conference or when the alleged incident or its consequences are severe enough to be brought before the Community Arbitration Council. The Community Arbitration Council will organize itself internally and will proceed according to the arbitration process. The overtones of a courtroom are to be avoided and the procedural rules held to the minimum consistent with efficient proceedings and due process. The major distinction between this level of discussion and those preceding it is that the Community Arbitration Council will develop its own decision, which will be binding on the parties concerned. The Community Arbitration Council has the authority to impose sanctions, levy financial penalties, require campus work service, make a counseling referral, remove or reassign students from campus housing, and require compliance with other specific requests subject to review by the Community Review Council. Community Arbitration Council meetings may be videotaped and/or audiotaped for record keeping and review purposes.

**Community Arbitration System.** The University's process for managing instances of alleged misconduct, excluding matters of alleged Title IX/sexual harassment. This system includes Educational Conference, Community Arbitration Council, and

Community Review Council. Due process is fundamentally a series of provisions designed to assure the proper presentation of all relevant facts and beliefs in an open and forthright manner. Due process rules out “testimony” from faceless accusers. In any proceeding within the Community Arbitration System, a person accused of a violation of University policy will receive written notice of his alleged misconduct; be given a specific time, date, and place where the allegations will be mediated or arbitrated; and be assigned a mentor to guide them through the arbitration process. A staff member from the Office of Residence Life, not involved in the alleged incident, will serve as the fact finder to present their report to the appropriate arbitration hearing body. This individual will be permitted to appear, present evidence and testimony, and request others who have first-hand knowledge of the incident to do so on his behalf at the mediation or arbitration hearing. In those situations where the Community Arbitration Council makes a binding arbitration decision, it first must be reviewed and affirmed by the Community Review Council before the decision is final. All proceedings will be intended to result in a fair resolution. In reviewing matters where responsibility cannot be conclusively proven through admissions of the parties or other incontrovertible evidence, the University may rely on the preponderance of evidence to arrive at a resolution.

**Community Review Council (CRC).** This council automatically reviews the procedures and conclusions of the Community Arbitration Council in each instance where the latter body has issued an opinion. The prime concern of this review shall be to determine whether or not the Community Arbitration Council conducted a reasonably fair and thorough hearing, and to evaluate the imposed decision based on precedence and as it relates to equity for those persons involved and the University community. This council is made up of two faculty members, with one acting as chair, and two students.

**Complainant.** A person who believes there has been an act of discrimination against any person or group in a program or activity and brings an action through the arbitration process. This term is most utilized in cases of alleged violations of Title IX and sexual harassment.

**Conduct Probation.** A disciplinary measure that sets forth the condition that if while on conduct probation, a student is found guilty of further violations of any University policy, he/she should expect more severe disciplinary action. The probation period usually lasts from one to two semesters depending upon the severity of the violation. If at the end of the Conduct Probation period no further violations have occurred, the student is automatically removed from probationary status. With conduct probation, at the discretion of the Senior Vice President or designee, parents are notified of the violation. A copy of the results of the hearing will remain in the student's record folder until the folder is destroyed.

**Confidential Report of Alleged Sexual Harassment/Title IX Violations.** A complaint to a University recognized confidential resource: (1) Counseling Services staff (2) the Director of Campus Ministries, and (3) Sentara Student Health Center.

**Consent.** Consent is a voluntary and affirmed agreement to engage in sexual activity. Someone who is incapacitated cannot consent. Initiators of sexual activity are responsible for obtaining effective consent. Silence or passivity is not effective consent. Past consent does not imply future consent. Silence or absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat invalidates consent. Incapacitation, due to the use of drugs or alcohol, when a person is asleep or unconscious, or because of an intellectual or other disability, prevents an individual from having the capacity to give consent.

**Counseling Services Referral.** Based on certain circumstances and preliminary assessments, students may be referred to Counseling Services by campus administrators based on behavioral concerns. This action is implemented in cases where the student's welfare or behavior warrants such action. As a condition of sanctioning, the student is expected to arrange a meeting and follow any additional assessments and recommendations made by the counselor.

**Dating Violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the

existence of such a relationship shall be determined based on a consideration of the length of a relationship, and the type of relationship. The frequency of interaction between the persons involved in the relationship is also a consideration.

**Disciplinary Probation.** A probationary status, which is more serious in nature, usually lasts from one to two semesters and is usually administered by the Community Arbitration Council. A student who commits further violations while on disciplinary probation may be subject to suspension or dismissal from the University. At the discretion of the Senior Vice President or designee, disciplinary probation could include a second notice to parents. A copy of the hearing materials will stay in the student's folder until the folder is destroyed.

**Dismissal.** A permanent separation from the University. The University will note on a student's academic transcript a student's dismissal for violating the Sexual Harassment Policy. Once a student is dismissed from the University, the student will no longer be permitted on the VWU campus for any reason.

**Domestic Violence.** A felony or misdemeanor crime of violence committed by: (1) a current or former spouse or intimate partner of the victim, (2) a person with whom the victim shares a child in common, (3) a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, (4) a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies (under VAWA), or (4) any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Drug Probation.** While on drug probation, should a student be found using, possessing, or being in the presence of drug paraphernalia or controlled substances on the campus of Virginia Wesleyan, they may be subject to suspension or dismissal from the University.

**Educational Conference.** A meeting between University administrator(s) and a student who has allegedly violated University policy. After discussing the reported incident, the student will be informed by the administrators involved whether or

not there was an actual infraction. This may result in appropriate sanctioning. Educational Conferences are reserved for students' initial and/or minor infraction(s).

**Emergency Response Team (ERT).** ERT is comprised of key administrators who are responsible for preparing for and responding to campus emergencies of all varieties.

**External Evaluation.** In cases where a student's behavior may indicate a significant degree of problematic substance use and/or difficulty controlling that use, or in matters when a student's well-being and mental health are questionable, the administration, in consultation with the Director of Counseling and Student Health, may mandate as a condition of continued enrollment, that the student receive evaluative services and/or treatment beyond that available from Counseling Services. With such instances, the Director of Counseling and Student Health may be able to assist the student with locating a local practitioner who specializes in the desired area and will act as liaison for the University, with that practitioner. Students are expected to follow the assessment and treatment recommended by the practitioner and authorize any release of information necessary for that practitioner to communicate with the Director of Counseling and Student Health regarding compliance and progress. Failure to comply may result in a student's temporary or permanent separation from the University.

**FERPA (Family Educational Rights and Privacy Act of 1974).** In accordance with federal law, it is necessary for a Virginia Wesleyan University school official to have written consent from a student prior to releasing information from the student's educational record to any source outside the University that is not an agent of the University. The exception to this situation is information considered "Directory Information."

**Formal Complaint of Sexual Harassment/Title IX (also referred to as a "Formal Report").** A report of a believed violation of the University's Sexual Harassment/Title IX policy to a Responsible Employee. All reports to Responsible Employees must be conveyed to the Sexual Harassment Review Committee or the

Title IX or Deputy Title IX Coordinators. This information will include all relevant information, to include the complainant's name and the name of the respondent.

**Grade Policy.** Students suspended or dismissed from the University for disciplinary reasons will receive a grade of W or WF in each course in which they are currently enrolled at the discretion of the instructor of that course, unless work in a given course has already been completed, in which case the student will receive that grade already earned.

**Hate Crime.** A criminal offense against a person or property motivated in whole or in part by an actual or perceived offender's bias against race, religion, gender, gender identity, sexual orientation, ethnicity, national origin, and disability.

**Hazing.** Hazing is an act that a reasonable person would consider endangering to one's physical or mental wellness. It is often, but not exclusively, associated with admission, involvement, association, or continued membership in a group, team, or organization. Hazing may include humiliation, intimidation, and/or demeaning treatment. It may also involve alcohol, drugs, or other substances. Hazing that involves sexual harassment will be investigated by the Sexual Harassment Review Committee and the University's Deputy Title IX Coordinators in addition to other campus officials.

**Incapacitation.** The physical and/or mental inability to make informed, rational judgments that voids an individual's ability to give consent. Incapacitation may be caused by a permanent or temporary physical or mental impairment. Incapacitation may also result from the consumption of alcohol or the use of drugs. The use of alcohol or drugs may, but does not automatically affect a person's ability to consent to sexual contact. The consumption of alcohol or drugs may create a mental incapacity if the nature and degree of the intoxication goes beyond the stage of merely reduced inhibition and reaches a point in which the victim does not understand the nature and consequences of the sexual act. In such cases, the person cannot consent. A person violates the sexual harassment policy if he or she has sexual contact with someone he or she knows or should know is mentally incapacitated or has reached the degree of intoxication that results in

incapacitation. The test of whether an individual should know about another's incapacitation is whether a reasonable, sober person would know about the incapacitation. An accused student cannot rebut a sexual harassment charge merely by arguing that he or she was drunk or otherwise impaired and, as a result did not know that the other person was incapacitated. A person who is passed out or unconscious because of the consumption of alcohol or drugs is physically helpless and is not able to consent.

**Inclusive Community.** Virginia Wesleyan University fosters a community where everyone feels welcomed and valued regardless of race, religion, color, creed, gender, national or ethnic origin, age, marital status, covered veteran status, handicap, sexual orientation, gender identity and expression, or any other legally protected status. As an inclusive community, Virginia Wesleyan University prohibits crimes of dating violence, domestic violence, sexual harassment, and stalking.

**Interim Suspension and Class Removal.** In certain circumstances, the Title IX and/or Deputy Title IX Coordinators, Senior Vice President, or other administrator, after consultation with relevant University officials, may impose a University or a housing "interim" suspension prior to the resolution of a conduct case before the Sexual Harassment Council or Community Arbitration Council. Interim suspension may be imposed when the Title IX/Deputy Title IX Coordinators, or other University staff member has a reasonable basis to conclude that: (a) the continued presence of a student on campus or in University housing may create a risk to the health or safety of students or of other members of the University community; or (b) a student poses an ongoing threat of disruption of, or interference with, the normal operations of the University. During an interim suspension, a student must leave campus immediately and shall not participate in academic, extracurricular, or other activities of the University except as authorized by the University administrators. Provisions may be made for a student to tend to academic obligations at the discretion of University administrators. An interim suspension shall typically remain in effect until the Sexual Harassment Council or the Community Arbitration Council adjudicates the matter.

**Intimidation.** Intimidation can be defined as an implied threat that results in a feeling of fear.

**LiveSafe.** An opt-in program that allows community members to easily share information and safety concerns with Campus Security by submitting texts, pictures, and audio, with an option of remaining anonymous. Students may also live chat with Campus Security, view a helpful safety map, and allow friends to monitor their location for everyday safety. Users may create a profile, which includes one email address and one telephone number that will be used by the University to notify campus members of emergencies and other timely information. The LiveSafe app works with most smartphones and is available for download in the *iTunes* and *Google Play* app stores.

**Memoranda of Understanding (MOU).** In accordance with the laws of the Commonwealth of Virginia, Virginia Wesleyan University has entered a mutual aid agreement in the form of MOUs with law enforcement agencies in the City of Virginia Beach. This agreement defines the relationship between the University and Virginia Beach in times of crisis or in other matters that would involve cooperation and or collaboration.

**Mentor (Community Arbitration Council).** During the process leading up to and culminating with a meeting of the Community Arbitration Council, a student whose actions are being arbitrated may select a mentor from the faculty, staff, or student body. The role of the mentor is prescribed and limited as follows: The provision of social and emotional support for the student throughout the arbitration process. The provision of advice regarding University policy and procedures, both prior to and after the hearing, to include review of the decision rationales for similar cases. During the hearing, the mentor may be present, but is not a witness and so may not testify or argue or express opinions in the hearing. A mentor may speak with the student, offering support and informed advice during the hearing.

**Mentor (SHC).** In cases of alleged Title IX/sexual harassment cases, the complainant and respondent may choose their parent, legal representation, or other person to serve as their mentor. However, regardless of the relationship with

the student, a mentor shall not be afforded the right to participate or influence the proceedings or the findings of the Sexual Harassment Council.

**No Contact Agreement.** An agreement signed by two or more individuals to practice “social avoidance” and prevent retaliation while an investigation is ongoing and, often, continued as a portion of the sanction delivered. After signing the no contact order, if a student makes contact (in person, electronically, through peers, etc.) with a person they have agreed to have no contact with they may face further sanctions for failure to abide by the signed agreement.

**No Trespass Order.** An order issued by Campus Security, Residence Life, or the Senior Vice President that indicates to an individual that they are not permitted on campus until further notice and may be subject to arrest.

**Non-Consensual Sexual Contact.** Any sexual contact that occurs without consent constitutes non-consensual sexual contact. Examples of sexual contact include, but are not limited to, intentional touching of a person's genitalia, groin, breast, or buttocks or the clothing covering any of those areas, or using force to cause the person to touch his/her/their own genitalia, groin, breast, or buttocks.

**Non-Consensual Sexual Intercourse.** The act of sexual intercourse that occurs without consent constitutes non-consensual sexual intercourse. Sexual intercourse is defined by penetration (anal, oral, or vaginal) by a penis, tongue, finger, or inanimate object.

**Official Reprimand.** A written notice expressing disapproval of the student's conduct. This notice shall include a reminder that repetition of the violation could result in a more severe sanction. A copy of the letter is placed in the student's record folder where it will remain until the folder is destroyed.

**Ongoing Awareness Programs and Campaigns.** In an effort to educate the community and maintain a safe and welcoming environment, the University offers ongoing prevention and awareness campaigns and programs for both students and employees. This includes programming related to diversity, sexual harassment, and

risky behaviors. In an effort to educate its community and maintain a safe and welcoming environment, the University offers ongoing prevention and awareness campaigns and programs for both students and employees. Primary programs include workshops focusing on diversity for new students and education for new faculty and staff offered through the Office of Human Resources. All students, faculty, and staff are also required to complete a mandatory Title IX training program. New and returning students are required to attend Title IX training facilitated by the Deputy Title IX Coordinators and faculty are updated annually about Title IX and changes to regulations during Faculty Pre-session. New students also attend a bystander intervention presentation at the beginning of each academic year. The University has standing Memorandums of Understanding (MOUs) with the Third Precinct of the Virginia Beach Police Department.

**Other Sanctions as Imposed.** The University reserves the right to make exceptions or adjustments to specific sanctions when, in its sole opinion, circumstances dictate it for the well-being of the University community and/or when it is in the University's best interests to do so.

**Petition for Review.** Should a student, after being suspended from the institution for violation of University policy, choose to petition for a review of the imposed sanction(s), the student may do so after one month. Petitions should be reviewed during the tenure of the current members of the Community Arbitration Council and Community Review Council. Petitions received during the summer months will be reviewed in the fall.

**Physical Force.** Force equated with violence, or the use of a weapon, constitutes physical force. No matter how slight, any intentional physical impact upon another, use of physical restraint, or the presence of a weapon constitutes the use of force.

**Proceeding.** The term "proceeding" shall refer to a hearing or meeting used by the Community Arbitration and Sexual Harassment processes in an attempt to resolve matters of actual or alleged violations of University policy. From calling a meeting to order to adjournment, a "proceeding" may include the reading of reports, witness

testimony, and questions from individuals representing the various arbitrary councils. A proceeding culminates in a result or finding.

**Rape.** Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

**Reassignment of University Housing.** When the alleged misconduct of a student is of a severe nature, the student may be removed from his current housing assignment and reassigned to another space in University recognized housing. A student will receive a warning before being reassigned, however, in more serious matters of alleged misconduct; a student may be reassigned without warning. This sanction may be given because of an arbitration meeting, but it is also at the discretion of the Senior Vice President and Director of Residence Life to administer this sanction outside of the arbitration process. Reassignment may be maintained after the conclusion of a case in which no one was found in violation as a means of maintaining peace and a feeling of safety in the residential community.

**Referrals.** As a sanction, the Community Arbitration Council may choose to refer the student to campus services or make other recommendations and requirements, which it determines appropriate.

**Refund Policy.** Should a student be suspended or dismissed for disciplinary reasons, the University will retain the following amount of tuition, room and board, and federal, Commonwealth, and institutional financial aid. The tuition and room deposits are non-refundable. Students may receive a partial refund as follows: 90% during the first week of classes, 50% the second week and 25% the third week. After the third week of classes, there is no refund. Calculations will be based on the date the suspension or dismissal is submitted. The University will charge an administrative cost allowance for any student suspended or dismissed. The cost will be five percent (5%) of tuition, room, and meals originally charged, but will not exceed \$100.00. Any federal financial aid will be returned based on the Federal Return Policy. Please see the full refund policy on the University's website under "Finance and Administration."

**Relationship Violence.** Physical assault or credible threat of bodily harm involving adults who are in an intimate relationship.

**Removal from University Housing.** When the misconduct of a student is of a severe nature, the student may be removed from University housing. In such a case, the student will be required to live off campus for a given period, and will not receive a refund of room and board fees for the current semester. This period of separation from University housing facilities will not typically be in place for the balance of a student's tenure at the University and, therefore, the student may be required to live in University recognized housing at the end of the separation per the University's residential requirement. A student will typically receive a warning before being removed from University housing; however, in more serious matters of misconduct, a student may be removed without warning. This sanction may be given because of an arbitration meeting, but it is also at the discretion of the Senior Vice President and Director of Residence Life to administer this sanction outside of the arbitration process.

**Residential Housing Probation.** Action permitting the student to remain in University housing on probationary status. During the period of probation, if the student is found responsible for additional violation(s), the student may be reassigned to another space in University recognized housing or removed from University housing.

**Respondent.** An individual who is alleged to have violated University policy. This term is most utilized in cases of alleged violations of Title IX and sexual harassment.

**Responsible Employee.** Individuals that have an obligation to report incidents of sexual harassment to Campus Security, the Sexual Harassment Review Committee, the Title IX Coordinator, or Deputy Title IX Coordinators. Certain individuals are exempt from reporting and may speak with a complainant in confidence. These individuals may maintain confidentiality unless there is a belief of imminent danger to the community or an individual. Exempt employees are Counseling Services professional staff, the Director of Campus Ministries, and Sentara Student Health

Center personnel. All other individuals in employment or a volunteer capacity, part- or full-time at Virginia Wesleyan University are responsible for reporting.

**Restitution.** When the actions of a student result in damage, destruction, misuse, or misappropriation of another student or University property, the student may be assessed a reasonable fine for the cost for the repair or replacement of the property at the satisfaction of the impacted individual or the University.

**Restriction.** Should it be determined that a student's presence on campus or in a certain area of campus such as a village or a hall poses a threat or jeopardizes the safety, well-being, or comfort of another community member or members, that student may be prohibited from visiting designated places for a stated period of time. Restriction may be part of sanctioning through the University's Community Arbitration System, but may also be enacted by the Senior Vice President or designee given the circumstances.

**Result.** The finding(s) of the Sexual Harassment/Title IX, and Community Arbitration proceedings. Results may range from an unfounded report to permanent dismissal from the University. Both the complainant and the respondent will be notified of the results per compliance with Title IX.

**Return of University Property.** Students suspended or dismissed from the University must relinquish, to a University official, their VWU student ID, parking decal, and room key card (when applicable).

**Risk Reduction.** Student safety is the overarching goal of Virginia Wesleyan University. Risk reduction is a philosophy and practice that incorporates programs, workshops, trainings, policies, practices, campaigns, and other initiatives designed to educate community members about risky behaviors such as sexual harassment and alcohol and drug use. Risk reduction incorporates educating the community of reporting mechanisms and methods to reduce the likelihood of harm or victimization through altering attitudes and choices associated with sex, sexual harassment, gender inequity, alcohol and drug use, and other behaviors.

**Sexual Harassment with an Object.** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of their temporary or permanent mental or physical incapacity.

**Sexual Exploitation.** Taking sexual advantage of another person without effective consent constitutes sexual exploitation. This includes but is not limited to causing the incapacitation of another person for a sexual purpose; causing the prostitution of another person; electronically recording, photographing, or transmitting intimate or sexual utterances, sounds, or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and knowingly transmitting a sexually transmitted infection, including HIV, to another person.

**Sexual Harassment.** Sexual harassment is a broad range of behavior that includes but is not limited to non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, relationship violence, and stalking. Sometimes students are unsure if what they or their friends experienced was sexual harassment, when unsure, a student should contact one of the University's Deputy Title IX Coordinators.

Unwelcome sexual advances, including requests for sexual favors or other verbal or physical conduct of a sexual nature constitutes sexual harassment, when one or more of the following occur: Submission to or rejection of such conduct is made a term or condition of an individual's employment or academic success. Submission to or rejection of such conduct is used as the basis for employment or academic decisions. Such conduct has the purpose or effect of interfering with an individual's work or academic performance or creates a hostile, intimidating, or offensive work or educational environment.

**Sexual Harassment Council (SHC).** The Senior Vice President (who will preside as chair), a faculty member, and a staff member shall convene to hear incidents involving allegations of misconduct of a sexual nature. Should there be other

alleged infractions of University policy reported to have occurred relevant to the alleged incident of sexual harassment; those infractions will be adjudicated by the SHC. The overtones of a courtroom are to be avoided and the procedural rules held to the minimum consistent with efficient proceedings and due process. The SHC will use a “clear and convincing” standard to develop its decisions, which will be binding on the parties involved. SHC hearings may be videotaped and/or audiotaped for record keeping and review purposes.

**Sexual Harassment Committee of Appeals (SHCA).** The Title IX Coordinator will convene the members of the SHCA, which shall consist of three individuals drawn from a pool of faculty and staff. The SHCA is not a hearing body, but is rather an appeals committee. Therefore, it will not conduct an additional hearing, but will be responsible for reviewing documents, reports, transcripts, and findings of the SHC for procedural errors pertinent to the original hearing.

When necessary, the SHCA may contact members of the SHC to discuss their deliberations and the rationale for their findings.

**Sexual Harassment Review Committee (SHRC).** The individuals responsible for examining the allegations shall henceforth be referred to as the Sexual Harassment Review Committee (SHRC). This Committee will be made up of the Title IX Coordinator or a designee, Campus Life representatives, and the Director of Security or a designee. The Committee will meet within 72 hours of the matter being brought to the attention of the Title IX Coordinator, the Deputy Title IX Coordinators, or their designees. The SHRC will determine whether or not the allegation of sexual harassment requires additional investigation and subsequent adjudication through the Sexual Harassment Council. In the event that the SHRC cannot reach consensus with regard to whether or not the alleged misconduct constitutes a felony, the Director of Security or a designee shall immediately disclose such information to the law- enforcement agency that would be responsible for investigating the alleged act of sexual harassment. In cases in which the alleged sexual harassment may constitute a crime, as determined by consensus or per the opinion of one or more members of the Committee, the SHRC will inform

a local attorney for the Commonwealth. This notification will occur within 24 hours after this determination is reached. Upon this disclosure, the Title IX Coordinator or a designee shall notify the victim that such disclosure is being made. See Code of Virginia (§23-9.2:15)

**Sexual Violence.** Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability. A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, and sexual coercion. All such acts of sexual violence are forms of sexual harassment covered under Title IX.

**Social Probation.** At the discretion of the Senior Vice President or designee, students residing in recognized University housing, i.e. an apartment or townhouse may be placed on social probation for a stated period. This action suspends the privilege to register social events.

**Sodomy.** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.

**Stalking.** Engaging in a course of conduct, directed at a specific person that would cause a reasonable person to fear for his/her/their safety/the safety of others or to suffer substantial emotional distress. Repeatedly contacting another person when the contact is unwanted constitutes stalking. Contact includes but is not limited to communication (in person, by phone, or by computer), following a person, and watching or remaining in the physical presence of the other person.

**Student Conduct Officer.** A position offered to six students for an academic year. These students are selected to serve on the Community Arbitration Council or Community Review Council by a committee consisting of the Senior Vice President, the Director of Residence Life, and the Chair of the Community Arbitration Council.

**Suspension.** A period of separation from the University, usually from one to two semesters, or until certain conditions are met. If suspended, the student must vacate campus within 24 hours of notification. Notification is sent to the Center for Enrollment, Academic Affairs, Financial Aid Office, and the Registrar's Office. The completion of the period of suspension does not guarantee reinstatement. The University will permanently note on a student's official academic transcript a student's suspension for violating the University's Sexual Harassment Policy. The University shall remove from the student's academic transcript any notation placed on such transcript upon completion of a term of suspension. See Code of Virginia (§23-9.2:18). Once a student is suspended from the University, the student will not be allowed on the VWU campus for any reason during the stated period of suspension.

**Threats.** Threats cause a person to do something that he/she/they would not have done without the threat (forcible compulsion).

**Title IX Coordinator (TIX Coordinator) and Deputy Title IX Coordinator(s) (DTIX Coordinator).** The TIX Coordinator and DTIX Coordinators seek first to ensure that the victim is safe and that the campus community is protected. They will meet with the complainant of the reported sexual harassment and the respondent to discuss the alleged misconduct and provide information about University policies and procedures. During the inquiry process, the DTIX Coordinators will meet with other individuals and visit relevant locations as needed. The DTIX Coordinators are trained in University sexual harassment and will provide expert and empathetic counsel to the complainant and respondent. The TIX Coordinator serves as a member of the Sexual Harassment Review Committee.

**Transcripts (Sexual Harassment).** The University will prominently note on a student's official academic transcript a student's Suspension, Dismissal, or Withdrawal while under investigation, or after having been disciplined, for violating policies governing sexual harassment. The University shall remove from the student's academic transcript any notation placed on such transcript upon completion of a term of suspension, or in cases where the student had withdrawn

from the institution but was subsequently found not responsible for violating sexual harassment policies. Students dismissed from the University for violating policies governing sexual harassment will retain a permanent notation on the official academic transcript. See Code of Virginia (§23-9.2:18).

**Unfounded Crime and Statistics.** Reports of crime that have been unfounded may be removed from University records if and when they are made anonymously and/or received from second or third hand sources and a subsequent investigation by Campus Security proves that the complaint was frivolous in nature. For matters relative to sexual harassment, the Sexual Harassment Review Committee (SHRC) determines if an investigation is warranted and whether or not to communicate with local law enforcement and the Commonwealth's attorney's office.

All noted unfounded crimes as required by the Clery Act will be reported as such in the statistical data section of the Annual Security and Fire Safety Report and marked "Unfounded Crime" accordingly.

**University Official.** A University official is an individual who has significant responsibility for student and campus activities, including, but not limited to, student housing, student discipline, and campus judicial proceedings. An official is defined as any person who has the authority and the duty to act or respond to particular issues on behalf of the institution.

**Withdrawal (Sexual Harassment).** The University will prominently note on a student's official academic transcript a student's withdrawal while under investigation for violating policies governing sexual harassment. The University shall remove from the student's academic transcript any notation placed on such transcript in cases where the student had withdrawn from the University, but was subsequently found not responsible for violating sexual harassment policies.

