

PART III -- ADMINISTRATIVE PROCEDURES

3.0 Administrative Procedures

Part III of the *Faculty Handbook* contains administrative procedures which pertain to the faculty. It is revised by administrative update, in consultation with the faculty, as described in section 3.0.1. The provost and the Faculty Handbook Committee are jointly responsible for ensuring that Part III of the *Faculty Handbook* is current.

3.0.1 Submission or Revision of Policies and Procedures

The Provost will initiate revisions and additions to Part III of the *Faculty Handbook*. Faculty are invited to bring concerns regarding any components of part III at any time to the Faculty Handbook Committee (FHC). The Provost is encouraged to consult with the Faculty Handbook Committee (FHC) during the construction of any such revisions and additions. The provost will provide to the FHC the final text of the addition or revision and a brief rationale. The role of the FHC, in this context, is to provide initial feedback regarding the addition or revision. In particular, the FHC is expected to represent the interests of the faculty, and to examine the proposed addition or revision for clarity and consistency with other sections of the Handbook. Within ten working days of receipt of the final text, the FHC shall respond to the Provost articulating its concerns or suggestions or affirming that there are none. (See section 4.1.3 for the definition of the term “working day”).

The Provost will take all comments under advisement and make adjustments as s/he sees fit. The FHC will then announce and post electronically to the Joint Faculty Assembly the following items:

- i. the text of the addition or revision, provided by the Provost
- ii. the rationale provided by the Provost
- iii. the FHC recommendation regarding the addition or revision

Any comments, questions or concerns from the Joint Faculty must be communicated to the chair of the FHC within ten class days:

Within 48 hours of the close of the comment period, the chair of the FHC will communicate all comments to the Provost. Within an additional ten class days, the Provost will inform the FHC of the administrative response to the comments, together with the final version of the addition or revision. At that time, the addition or revision will be implemented in the Handbook.

3.1 Hiring Procedures for Benedictines

The College of Saint Benedict and Saint John's University are committed in their coordinate mission statement to providing students with an experience of Benedictine values which fosters attentive listening to the voice of God, awareness of the meaning of one's existence, and the formation of community built on respect for individual persons. This commitment is an expression of the Benedictine tradition in which the two educational institutions were founded and which they, in turn, seek to foster from age to age. By their vowed lives within this tradition, members of the two monastic communities contribute to the mission of the College of Saint Benedict and Saint John's University in a unique way. Therefore, both educational institutions continue to seek sisters and monks from their sponsoring monastic communities for academic appointments—as well as staff and administrative appointments and other roles—and give preference in appointing them to the faculty. This preferential

hiring is implemented according to a collaborative process within the faculty and the monastic communities of evaluating the compatibility of departmental, divisional, and college/university needs and the talents and training which individual sisters and monks possess.

3.1.1 Hiring Procedures for Benedictines of Saint Benedict's Monastery

In order to maintain the Benedictine character of the College of Saint Benedict, first consideration in hiring is given to applicants who are members of the Sisters of the Order of Saint Benedict. The college reserves the right to recruit and hire internally without outside searches under special circumstances and in compliance with state and federal nondiscrimination laws.

By virtue of the close relationship between the Sisters of the Order of Saint Benedict and the College of Saint Benedict, whereby the two institutions, historically and actually, are partly dependent upon each other, and in view of the substantial contributions made by the sisters to the College of Saint Benedict from its founding, the college looks to the convent to provide qualified candidates for administrative and faculty positions. Members of the Sisters of the Order of Saint Benedict will be hired pursuant to this provision only if they possess the requisite qualifications for the position(s) to be filled.

- a. Because knowledge and understanding of the values of the Benedictine tradition and the ability to articulate these values in words and in life are important qualifications for faculty, the College of Saint Benedict seeks to employ members of the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota. The priority given these qualifications, however, has to be judged along with other qualifications that may be equally or more important in a given position. Therefore, the guidelines used for preferential hiring of members of the Sisters of the Order of Saint Benedict may vary from position to position but will follow the procedures of this section.
- b. These procedures may be revised by the president in consultation with the prioress upon the recommendation of the provost who acts in consultation with the dean of the faculty, academic dean, department chairs, and program directors.
- c. An annual meeting, called by the provost, will be scheduled for early in the summer. Attending this meeting will be the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the provost. They will review the way the hiring procedures functioned in the past year, discuss short- and long-term needs of the college and of the convent as they relate to staffing and discuss the educational progress of sisters currently preparing to become members of the faculty.

3.1.1.1 Procedure for Providing Information Between the College and the Monastery

- a. To assist the college and the monastery in planning and advising sisters who are interested in serving on the faculty, the provost will inform the president, after consultation with the department chairs and the academic officers of the needs of the College of Saint Benedict and Saint John's University.
- b. Likewise, the director of Human Resources for the Sisters of the Order of Saint Benedict will inform the prioress of the availability and interests of sisters seeking faculty assignments in the College of Saint Benedict and Saint John's University.
- c. In preparation for the annual summer meeting, the president and the provost will inform the prioress and the director of Human Resources of the needs of the college and the university.

- d. In preparation for the annual summer meeting, the prioress and the director of Human Resources will inform the president and the provost of the interests and availabilities of sisters seeking faculty assignment.

3.1.1.2 Administrative Responsibilities

- a. It will be the responsibility of the director of Human Resources for the Sisters of the Order of Saint Benedict to consult with the prioress regarding a sister seeking employment with the College of Saint Benedict, to arrange for a discernment conference with the sister, and, if the conclusion is affirmative, to arrange for a letter of authorization from the prioress to accompany the sister's application materials. The director of Human Resources will give appropriate information to the administrative team and the director of formation for the Sisters of the Order of Saint Benedict concerning the status of sisters seeking employment by the College of Saint Benedict.
- b. It will be the responsibility of the director of Human Resources for the Sisters of the Order of Saint Benedict to assist a sister who is preparing for faculty appointment to follow the "Procedures for Sisters Who Are Preparing for Faculty Appointment" (Section 3.1.1.4). It will also be the responsibility of the director of Human Resources for the Sisters of the Order of Saint Benedict to communicate with the provost and appropriate monastic officials regarding the progress of the sister in her preparation for faculty assignment.
- c. It will be the responsibility of the provost to report to the presidents of the College of Saint Benedict and Saint John's University on likely vacancies because of resignation, retirement, or separation for other reasons and to notify the director of Human Resources that he or she has approved a new position, a replacement position, or the continuation of a faculty position.

3.1.1.3 Appointment Procedures for Sisters to Current Faculty Positions

- a. The dean of the faculty forwards a job description with listed qualifications for the position to the prioress and the director of Human Resources for the Sisters of the Order of Saint Benedict.
- b. The director of Human Resources for the Sisters of the Order of Saint Benedict will inform sisters of faculty positions open in the College of Saint Benedict and Saint John's University. A sister who expresses interest in one of these positions sends her *curriculum vitae*, transcripts of graduate work, teaching evaluations and letters of recommendation to the director of Human Resources. The director of Human Resources, after consultation with the prioress, forwards these materials to the provost and provides copies to the prioress and the president.
- c. The dean of the faculty will discuss the qualifications of the nominated sister with the department chair or program director [in the case of the School of Theology, the dean of the School of Theology] and academic dean. The department chair or program director makes a written recommendation to the provost regarding the qualifications of the sister. The provost makes a determination about the qualifications of the sister and notifies the prioress and president, along with the director of Human Resources for the Sisters of the Order of Saint Benedict, of this decision. The provost then notifies the department chair or program director and the appropriate dean of the determination regarding the sister's qualifications.
- d. If the sister is found to be qualified for the position and the president approves her appointment to the college, no search will be conducted for the position. Instead, a letter of appointment is prepared and sent by the president to the sister with copies to the prioress, the provost and the director of Human Resources for the Sisters of the Order of

Saint Benedict. At the time of the initial appointment of the sister to the faculty, her rank will be determined following the procedures of the *Faculty Handbook*.

- e. If the sister is found to be not qualified for the position, the provost will meet with the sister to inform her of this determination. A letter reflecting this determination will be sent by the provost to the prioress, president, director of Human Resources for the Sisters of the Order of Saint Benedict and the department chair or program director, with a copy to the sister.

3.1.1.4 Procedures for Sisters Who Are Preparing for Faculty Appointment

- a. A sister who is interested in serving on the faculty of the College of Saint Benedict and Saint John's University should indicate so in writing to the director of Human Resources for the Sisters of the Order of Saint Benedict. After consultation with the prioress, the director of Human Resources should prepare a letter addressed to the provost, with a copy to the sister, indicating the authorization of the prioress for the sister to begin the process of preparing to become a member of the faculty. The provost will write a letter of introduction to the appropriate department chair or program director indicating that the sister has authorization to express her interest in a faculty appointment. A copy of this letter is to be sent to the sister and to the director of Human Resources for the Sisters of the Order of Saint Benedict. Upon receipt of this copy the director of Human Resources for the Sisters of the Order of Saint Benedict directs the sister to the appropriate department chair or program director.
- b. The sister should meet with the appropriate department chair or program director to indicate the nature of her teaching interests, to discuss the long-range needs of the department or program, and to gather information regarding the quality of programs of studies at various graduate schools. The department chair or program director should prepare a letter addressed to the Dean of the faculty indicating his or her recommendation for the sister to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility of the needs of the department and the planned program of study of the sister. This letter should be accompanied by a copy of the letter the chair or director received from the director of Human Resources for the Sisters of the Order of Saint Benedict. The department chair or program director should also notify the director of Human Resources for the Sisters of the Order of Saint Benedict that action has been taken at the departmental or program level.
- c. The sister should meet with the dean of the faculty to indicate again the nature of her teaching interests, to discuss the long-range needs of the academic division within the College of Saint Benedict and Saint John's University and to gather further insight into the quality of appropriate graduate school programs of study. The dean of the faculty should prepare a letter addressed to the provost indicating his or her recommendation for the sister to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility of the needs of the academic division of the College of Saint Benedict and Saint John's University and the planned program of study of the sister. This letter should be accompanied by a copy of the letters of the department chair or program director and the director of Human Resources for the Sisters of the Order of Saint Benedict. The dean of the faculty should also notify the director of Human Resources for the Sisters of the Order of Saint Benedict that action has been taken at the divisional level.
- d. The sister should meet with the provost to indicate again the nature of her teaching interests and to discuss the long-range needs of the

College of Saint Benedict and Saint John's University. The provost should prepare a recommendation addressed to the president indicating his or her approval for the sister to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility of the needs of the university and college and the planned program of study of the sister. This letter should be accompanied by a copy of the letters of the dean of the faculty, the department chair or program director and the director of Human Resources for the Sisters of the Order of Saint Benedict. The provost should also notify the director of Human Resources for the Sisters of the Order of Saint Benedict that action has been taken by the provost.

- e. At a meeting the prioress, president, director of Human Resources for the Sisters of the Order of Saint Benedict and the provost will review these materials to assure mutual understanding and to arrive at a final recommendation that might indicate any special conditions regarding the future employment of the sister as a member of the faculty.
- f. Following a favorable decision at this meeting, the provost will initiate the process of completing a form entitled "Intention to Enter Graduate Study." This form will be signed by the department chair or program director, the dean of the faculty, the provost and the president. Their signatures will indicate that they have been consulted and that the intended field of study is one which the college and the university have incorporated into their long-range curricular plans. The form will indicate the number of years which the sister needs to complete her graduate work and the departmental areas and predicted workload in the college and university.
- g. Following the completion of this form, a letter indicating approval of the proposed plan of study is prepared and sent by the provost to the sister with copies to the prioress, the president, the dean of the faculty, the department chair or program director and the director of Human Resources for the Sisters of the Order of Saint Benedict.
- h. The form entitled "Intention to Enter Graduate Study" is a planning document; as such it requires continuous exchange of information among all parties. During the course of graduate study, the sister should communicate annually with the department chair or program director, the dean of the faculty and the provost and the appropriate monastic officials. This consultation should occur before the annual summer meeting of the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the provost.
- i. If enrollment drops or if the curricular needs of the College of Saint Benedict and Saint John's University change in such a way that the sister's role as a faculty member could be changed, the provost should, after consultation with the president, notify the sister in writing, with copies to the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the department chair or program director.
- j. The sister will take advantage of placement services at her graduate school in order to generate official transcripts and records for her permanent files. Ordinarily, sisters will be expected to undertake some teaching prior to their appointment to the faculty. This may be accomplished at the College of Saint Benedict prior to beginning graduate study, during the graduate program at the graduate institution, or at the College of Saint Benedict before joining the faculty permanently.
- k. If the needs, academic interests, or status in relationship to the college or university of the sister should change, she should notify the provost in writing, with copies to the prioress, the president, the

director of Human Resources for the Sisters of the Order of Saint Benedict and the department.

- l. At least 11 months prior to completion of her graduate program a sister should inform the provost and the director of Human Resources for the Sisters of the Order of Saint Benedict of the date on which she will begin to serve as a member of the faculty chair or program director as soon as possible.

The provost will in turn inform the chair of the department or program director and the dean of the faculty, and academic dean. Once she has been offered and signed a contract, the sister follows the procedures outlined in the *Faculty Handbook* concerning contract, renewal of contract, tenure and promotion, unless otherwise specified.

3.1.2 Hiring Procedures for Benedictines of Saint John's Abbey

- a. These procedures may be revised by mutual agreement between the abbot and the president upon the recommendation of the provost, who acts in consultation with the dean of the faculty, academic dean and department chairs and program directors.
- b. An annual meeting, called by the provost, will be scheduled for early in the summer. Attending this meeting will be the abbot, the president, the abbey personnel liaison and the provost. They will review the way the hiring procedures functioned in the past year, discuss short- and long-term needs of the university and of the abbey and discuss the educational progress of monks currently preparing to become members of the faculty.

3.1.2.1 Procedure for Providing Information Between the University and the Abbey

- a. To assist the university and the abbey in planning and advising monks who are interested in serving on the faculty, the provost will inform the president, after consultation with the department chairs and program directors, the dean of the faculty, academic dean and the academic officers.
- b. Likewise, the abbey personnel liaison, after consultation with the abbey educational facilitator, will inform the abbot of the availability and interests of monks seeking faculty assignments in Saint John's University and the College of Saint Benedict.
- c. In preparation for the annual summer meeting, the president and the provost will inform the abbot and the abbey personnel liaison of the needs of the university and the college.
- d. In preparation for the annual summer meeting, the abbot and the abbey personnel liaison will inform the president and the provost of the interests and availabilities of monks seeking faculty assignment.

3.1.2.2 Administrative Responsibilities

- a. It will be the responsibility of the abbey personnel liaison to inform the prior, the sub-prior and the abbey formation director, for their information and/or approval, concerning the status of monks under their jurisdiction. It will also be the responsibility of the abbey personnel liaison to inform and consult with the abbey educational facilitator.
- b. It will be the responsibility of the abbey educational facilitator to assist a monk who is preparing for faculty appointment to follow the "Procedures for Monks Who Are Preparing for Faculty Appointment" (Section 3.1.2.4). It will also be the responsibility of the abbey educational facilitator to communicate with the provost and appropriate monastic officials regarding the progress of the monk in his preparation for faculty assignment.

- c. It will be the responsibility of the provost to report to the presidents of Saint John's University and the College of Saint Benedict on likely vacancies because of resignation, retirement, or separation for other reasons and to notify the abbey personnel liaison that he or she has approved a new position, a replacement position, or the continuation of a faculty position.

3.1.2.3 Appointment Procedures for Monks to Current Faculty Positions

- a. The dean of the faculty forwards a job description to the abbot and the abbey personnel liaison.
- b. The abbey personnel liaison will inform monks of faculty positions open in Saint John's University and the College of Saint Benedict. A monk who wishes to fill one of these positions sends his *curriculum vitae*, transcripts of graduate work, teaching evaluations and letters of recommendation to the abbey personnel liaison. The abbey personnel liaison, after consultation with the abbot and the monk's immediate monastic supervisor, forwards these materials to the provost and provides copies to the abbot, the president and the abbey educational facilitator.
- c. The dean of the faculty, will discuss the qualifications of the nominated monk with the department chair or program director [in the case of the School of Theology, the dean of the School of Theology] and academic dean. The department chair or program director makes a written recommendation to the provost regarding the qualifications of the monk. The provost makes a determination about the qualifications of the monk and notifies the abbot and president along with the Abbey Personnel Liaison. The provost then notifies the department chair or program director and the appropriate dean of the determination regarding the monk's qualifications.
- d. If the monk is found to be qualified for the position and the president approves his appointment to the university, no search will be conducted for the position. Instead, the president will issue a letter of appointment for the abbot to cosign and issue to the monk according to the normal procedures for issuing faculty contracts. At the time of the initial appointment of the monk to the faculty his rank will be determined following the procedures of the *Faculty Handbook* (Section 2.1.2).
- e. If the monk is found to be not qualified for the position, the provost will meet with the monk to inform him of this determination. A letter reflecting this determination will be sent by the provost to the abbot, president, abbey personnel liaison, abbey educational facilitator and the department chair or program director, with a copy to the monk.

3.1.2.4 Procedures for Monks Who Are Preparing for Future Faculty Appointment

- a. A monk who is advised or interested in serving on the faculty of Saint John's University and the College of Saint Benedict should indicate so in writing to the abbey personnel liaison and should consult with the abbey educational facilitator. After consultation with the abbot and the abbey personnel liaison, the abbey educational facilitator should prepare a letter addressed to the provost indicating the approval of the monastery for the monk to begin the process of preparing to become a member of the faculty. The provost will write a letter of introduction to the appropriate department chair or program director indicating that the monk has abbey approval to express his interest in a faculty appointment. A copy of this letter should be sent to the abbey educational facilitator. Upon receipt of this copy the abbey educational facilitator should direct the monk to the appropriate department chair or program director.

- b. The monk should meet with the appropriate department chair or program director to indicate the nature of his teaching interests, to discuss the long-range needs of the department or program, and to gather information regarding the quality of programs of studies at various graduate schools. The department chair or program director should prepare a letter addressed to the dean of the faculty indicating his or her recommendation for the monk to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility between the needs of the department and the planned program of study of the monk. This letter should be accompanied by a copy of the letter the chair or director received from the abbey educational facilitator. The department chair or program director should also notify the abbey educational facilitator that action has been taken at the departmental or program level.
- c. The monk should meet with the dean of the faculty to indicate again the nature of his teaching interests, to discuss the long-range needs of the academic division within Saint John's University and the College of Saint Benedict and to gather further insight into the quality of appropriate graduate school programs of study. The dean of the faculty should prepare a letter addressed to the provost indicating his or her recommendation for the monk to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility between the needs of the academic division of Saint John's University and the College of Saint Benedict and the planned program of study of the monk. This letter should be accompanied by a copy of the letters of the department chair or program director and the abbey educational facilitator. The dean of the faculty should also notify the abbey educational facilitator that action has been taken at the divisional level.
- d. The monk should meet with the provost to indicate again the nature of his teaching interests and to discuss the long-range needs of Saint John's University and the College of Saint Benedict. The provost should prepare a recommendation addressed to the president indicating his or her approval for the monk to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility between the needs of the university and college and the planned program of study of the monk. This letter should be accompanied by a copy of the letters of the dean of the faculty, the department chair or program director and the abbey educational facilitator. The provost should also notify the abbey educational facilitator that action has been taken at the provost level.
- e. A meeting of the abbot, president, abbey personnel liaison, abbey educational facilitator and provost will review these materials to assure mutual understanding and to arrive at a final recommendation that might indicate any special conditions regarding the future employment of the monk as a member of the faculty.
- f. Following a favorable decision at this meeting, the provost will initiate the process of completing a form entitled "Intention to Enter Graduate Study." This form will be signed by the department chair or program director, the dean of the faculty, the provost and the president. Their signatures will indicate that they have been consulted and that the intended field of study is one which the university and college have incorporated into their long range curricular plans. The form will indicate the number of years which the monk needs to complete his graduate work and the departmental areas and predicted workload in the university and college.
- g. Following the completion of this form, a letter indicating approval of the proposed plan of study is prepared and sent by the provost to the monk with copies to the abbot, the president, the dean of the faculty,

the department chair or program director, the abbey personnel liaison and the abbey educational facilitator.

- h. The form entitled “Intention to Enter Graduate Study” is a planning document; as such it requires continuous exchange of information among all parties. During the course of graduate study, the monk should communicate annually with the department chair or program director, the dean of the faculty and academic dean and the provost, the appropriate monastic officials. This consultation should occur before the annual summer meeting of the abbot, the president, the abbey personnel liaison and the provost.
- i. If enrollment drops, if curricular needs change, or if the monk does not demonstrate satisfactory performance in his graduate study, the provost should, after consultation with the president and abbot, notify the monk in writing, with copies to the abbot, the president, the abbey personnel liaison, the abbey educational facilitator and the department chair or program director.
- j. The monk will take advantage of placement services at his graduate school in order to generate official transcripts and records for his permanent files. Ordinarily, monks will be expected to undertake some teaching prior to their appointment to the faculty. This may be accomplished at Saint John’s University prior to beginning graduate study, during the graduate program at the graduate institution, or at Saint John’s University before joining the faculty permanently.
- k. If the needs, academic interests, or status in relationship to the university of the monk should change, he should notify the provost in writing, with copies to the abbot, the president, the abbey personnel liaison and the department chair or program director as soon as possible.
- l. At least 11 months prior to completion of his graduate program a monk should inform the provost and the abbey personnel liaison of the date on which he will be available for faculty appointment. The provost will in turn inform the chair of the department or program director and the dean of the faculty, and academic dean. Once he has been offered and signed a contract, the monk follows the procedures outlined in the *Faculty Handbook* concerning contract, renewal of contract, tenure and promotion, unless otherwise specified.

3.2 Hiring and Recruitment Procedures for Faculty

3.2.1 Hiring Requests for New Full-time Tenure-Track Positions, Tenure-Track Replacement Positions, Tenure-Track Conversions, and Multi-Year Term Positions

Requests for: 1) new tenure-track or multi-year term hires; 2) replacement positions for a tenured faculty member in cases of separation from the college [university], and 3) the conversion of a non-tenure track line to a tenure-track line must be submitted to the dean of the faculty by March 15 for searches conducted during the following academic year. Department chairs and program directors must make the case for these positions based on analysis of pertinent data as described in these documents: Guidelines and process for Tenure-Track and Multi-year Faculty Position Requests and Guidelines and Process for Requests to Convert a Non-Tenure-Track Appointment to a Tenure-Track Appointment. These documents can be accessed through the Department Chairs section of the Academic Affairs website. Changes to these documents will be processed as revisions of Part III of the Faculty Handbook.

3.2.2 Authorization to Hire

The academic affairs officers will discuss the staffing requests in light of the information submitted by the chairs. New positions, especially new

tenure-track positions, are rare. The provost will authorize a position only when adequate funds are available for the position and when the position is consistent with larger institutional needs and priorities. Once a hire has been approved by provost, the department chair can begin the requisite paperwork involved in the recruitment process.

3.2.3 Elements of the Recruitment Process

College of Saint Benedict Versus Saint John’s University Contract

The decision of whether a contract will be a College of Saint Benedict contract or a Saint John’s University contract is made by the dean of the faculty. The decision will be based on maintaining a College of Saint Benedict/Saint John’s University faculty balance within each department. In the case that a faculty member is being temporarily replaced, the old contract location is continued in the new contract.

Position Description and Recruitment Authorization

The position description, which will be used as the basis of the position ad, is initiated by the department chair and is forwarded to the dean of the faculty with a completed Faculty Recruitment Authorization Form (available at the Human Resources Office). The Human Resources Office is available for assistance with the form and for sample ads. The dean of the faculty will review the description for accuracy, consistency with College of Saint Benedict/Saint John’s University goals, appropriateness of language, and related issues.

Position Ad

Position ads will be created by the Human Resources Office and reviewed by the Office of Academic Affairs before being submitted for publication. Every effort will be made to place the ad in media the department deems appropriate, but budget considerations may limit the number of journals used or the number of times an ad appears. The ad will request a letter of application (which includes a statement of teaching philosophy), three letters of recommendation, *curriculum vitae* and official transcripts.

3.2.4 A Note on Diversity

It is imperative that departments make a good faith effort to diversify the candidate pool, and it will be the dean of the faculty’s responsibility to certify that effort. Please note that if a pool of candidates does not display adequate diversity, the appropriate action by the dean may be to continue soliciting applications until diversity is achieved.

3.2.5 Handling the Candidate Pool

The Human Resources Office is responsible for the processing of candidate information and credentials. As applications are received, the Human Resources Office will acknowledge receipt by letter to the candidates. Applications and credentials will be logged and available for review by the search committee. After application materials are in the possession of the search committee, the search chair is responsible for the care and security of the documents until they are no longer needed and are returned to the Human Resources Office.

3.2.6 Phone Interviews

After a review of applicant files the department conducts phone interviews of the top five candidates. Telephone interviews are required only for candidates who have not been informally interviewed at a conference, e.g., MLA. Guidelines for telephone interviewing include the following:

- Write down questions in advance; ask questions that will reveal the teaching expertise of the candidate;
- Use the same questions for each candidate;

- Ask “leading” questions that will draw out a candidate rather than “yes and no” questions;
- Remind committee members to introduce themselves to the candidate to personalize the search process.

The top five candidates are ranked in order of candidate preference after the telephone interviews.

3.2.7 Reference Calls

Reference calls must be conducted for the top two candidates of the five.

Generally, references should be asked questions like: Do you see this candidate fitting into a liberal arts college without a graduate program? We are a faculty who greatly value good teaching—Is this person someone who will resonate to our values? Can you give me some examples of how you form your assessment of this person’s potential as a teacher/scholar?

If the outcome of a reference call is unsatisfactory, the ranking of the top five should be adjusted, and reference calls will be completed for the top two candidates.

At this point, departments should forward files of the top five candidates, which include notes from phone interviews/conference interviews and notes from the reference calls. The dean of the faculty reserves the right to make additional reference calls of his or her own, as necessary.

The chair should inform the Human Resources Office of candidates who are no longer under consideration. They will send a letter to inform them of their status. If the candidate pool is small, you might want to wait on this.

A Note on Internal Candidates: Departments should follow the same procedures for internal candidates.

3.2.8 Background Check Policy

I. Purpose

The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) are committed to creating and maintaining a safe and secure learning and working environment for its faculty, staff, students, volunteers, and visitors. CSB and SJU have established a Background Check policy and process. Background checks are completed to ensure accuracy of employment information received and to ensure CSB and SJU have taken reasonable care in identifying any criminal convictions which could pose a threat to the campus communities.

II. Policy Statement

It is the policy of CSB and SJU to conduct pre-employment background checks. Pre-employment background checks will apply to faculty, staff and intern positions. In addition, background checks will be conducted for rehired employees and for current employees who move to a substantially different position or assume additional roles requiring a background check (e.g. security-sensitive positions; faculty directing a study abroad program, faculty moving to administration). Background checks for volunteers may also be conducted where deemed appropriate based on the nature of the campus event and volunteer assignment.

The pre-employment background check for a tenure-track faculty position will occur prior to semi-finalist candidates being invited

for an on-campus interview. The pre-employment background check for an adjunct faculty position and for a staff position will occur following a candidate’s acceptance of a contingent offer of employment.

A successful background check must be completed prior to an individual beginning work in any capacity with CSB or SJU, and prior to providing volunteer service for events where a volunteer background check is deemed appropriate. In the event of an emergency hiring scenario, an exception to this requirement is subject to the pre-approval of the Human Resources Director and the Divisional VP (for staff positions) or Provost (for faculty positions).

The CSB and SJU Human Resources department will conduct and oversee the background check process utilizing a contracted third party vendor. The college and university reserve the right to make the sole determination concerning the significance of information received through a background check and any employment decision arising from the background check. Determinations for faculty positions will be made by the Provost in consultation with the Human Resources Director or Employment Manager, President(s), and legal counsel. Determinations for staff positions will be made by the Divisional VP in consultation with the Human Resources Director or Employment Manager, President(s) and legal counsel. (See *sections on Relevancy of Information and Confidentiality*).

III. Scope

All background checks for faculty, staff, and intern positions will include: a social security number verification, criminal history check, and national sex offender registry check. Positions subject to requirements of licensing boards may require additional checks (e.g. nursing, education) and will be managed by the hiring department.

The requirements of a staff or intern position may necessitate additional checks, including but not limited to: a credit report, driving record, and pre-employment physical. Staff or intern positions requiring a *Kari Koskinen* background check (see Minnesota Statutes 299C.66 to 299C.71) may require a finger print check through the Bureau of Criminal Apprehension (BCA) for individuals with less than 10 years of residency in Minnesota.

IV. Confidentiality

Background check information will be confidentially maintained in the Human Resources department separate from an individual’s personnel file. Report contents received by the Human Resources Employment Manager and/or Director of Human Resources will be shared with the parties, as outlined in Section II and, in the case of staff positions, with others who have a legitimate business reason to be informed (e.g. supervisor).

V. Relevancy of Convictions and Determination

A criminal conviction will not automatically disqualify an individual from employment. The college and university will consider multiple factors in making an employment determination, including: the nature and frequency of the conviction(s); time of conviction; completion of sentence or any other requirements; and relevancy of the type of conviction to the responsibilities of the position.

As outlined in Section II, *Policy Statement*, the determination will be made by the Provost or Divisional VP in consultation with Human Resources staff, President(s), and legal counsel.

If the information obtained may lead to a decision to discontinue further consideration of a semi-finalist or to withdraw a conditional offer of employment, the Human Resources department will send the candidate a Pre-Adverse Action Notice including a copy of the background check report and a notice of rights under the Fair Credit Reporting Act (FCRA). If the candidate does not dispute the accuracy of the report and a decision is made to discontinue further consideration of a semi-finalist in the recruitment process or to rescind a conditional offer of employment, a Final Adverse Action Notice will be issued to the candidate.

VI. Procedure

The background check procedures (http://sharepoint.csbsju.edu/humanresources/Documents/CSB_SJU%20Background%20Check%20Procedure%20-Final%20Copy.pdf) associated with this policy may be found on the Human Resources intranet site.

3.2.9 Campus Interviews

Ordinarily, we will bring two candidates to interview for a position. All tenure-track positions must be interviewed by the dean of the faculty or by the academic dean if the dean of the faculty is not available. The department chair will accompany the candidates to their interview. The chair or department secretary should schedule interviews and help make appropriate transportation arrangements. Complete interview schedules and candidates' applications should be submitted to the dean of the faculty at least a week in advance of interview time. We have established procedures for interviews, meals, lodging, and airfare, and these should be followed in all searches. Procedures are as follows:

3.2.10 Airfare

Advanced planning can save a great deal of money on airfares. When making airline reservations, check dates for a savings in the airfare and check an assortment of flight times and options. Airfares of over \$400 must be approved by the dean of the faculty. Also, it may be less expensive for candidates to fly into Saint Cloud than use Executive Express to travel here from the Twin Cities.

3.2.11 Housing

When available, on-campus housing should be reserved for candidates. At Saint John's University, abbey guest rooms are often available (call Guest Master at 2573) as well as rooms in Emmaus Hall (contact the faculty resident at 2113). If on-campus housing is not available, candidates should stay at a moderately priced local motel.

3.2.12 Meals

When possible, meals should be eaten on campus. Meal tickets can be obtained from the provost's office. Departments may also reserve a meeting room and order a meal from dining service. When off-campus meals are necessary, only moderately priced meals should be considered (\$15 for dinner; \$5 for breakfast/lunch) to include only one-two departmental faculty. Requests for reimbursement should include a completed check request form, itemized receipts and the names of

people attending the meal. Reimbursements in excess of these guidelines will not be honored.

3.2.13 Last Steps

In preparation for the on-campus interviews, the chair may secure Candidate Evaluation Forms from the Human Resources Office or use one prepared by the committee for its written review. These forms must be returned to the Human Resources Office for the recruitment file.

After the on-campus interview process, the department makes its recommendation for hire to the dean of the faculty. The recommendation is made in writing with an explanation of the reasons for the decision. In the case that the two top candidates are essentially equivalent, the more diverse candidate for the department is expected to be recommended.

3.2.14 Job Offer

Upon receipt of a departmental recommendation for the tenure-track position, the dean of the faculty will make a decision with regard to the hire. The offer of a position and all negotiation is done by the dean of the faculty. Once the department has recommended a candidate, the department must separate itself from the process and wait until the negotiations are completed. When a candidate accepts a position, the dean of the faculty will inform the chair. The provost's office will prepare the necessary Contract Data Form, which is sent to the Human Resources Office for issuance of the contract.

3.2.15 Post-hire

The chair completes an Affirmative Action Data Form required for federal reporting purposes and submits it to the Human Resources Office. The chair returns all application materials and evaluation forms (including those for the individual hired) to the Human Resources Office so that files may be closed and all materials placed in storage. Once the Human Resources Office has received the candidate's complete file including official transcripts (not copies) they will send a contract to the candidate with information confirming benefits and the *Faculty Handbook*. The department chair should notify other finalists that the position has been filled.

3.3 Description of Facilities and Services

Section 3.3 describes the facilities and services available to faculty that are mandated in Part II, 2.10.4, "Facilities and Services." These are included here for information purposes only and cannot be construed as contractually binding. Full descriptions of benefits are available in the Human Resources Office. In order to assist faculty members in the performance of their duties, the College of Saint Benedict and Saint John's University provide the facilities and services listed below.

3.3.1 Faculty Offices

Faculty offices are assigned by the Dean of the faculty in coordination with the Space Committee.

3.3.2 Instructional Technology Services

The CSB/SJU Instructional Technology staff provides reliable classroom technology to enable teaching and learning for students, faculty, and staff at CSB/SJU. The staff partners with the academic community to support the curriculum and further the institutional missions. Services include instructional design, event support, software training and spaces that foster the creative use of technology. For a full listing of staff and services please visit <https://www.csbsju.edu/instructional-technology> (<https://www.csbsju.edu/instructional-technology/>).

3.3.3 Information Technology Services

In accordance with their mission to provide a liberal arts education, to foster the free exchange of ideas, and to provide effective support for its teaching, learning and research, it is the policy of the College of Saint Benedict and Saint John's University to permit broad access to information technology resources for students, faculty, and staff to use in fulfilling the institutional mission, and for appropriate college/university-related activities IT resources have been made widely available to make technology a natural part of day-to-day work and study for all members of the community. Access to information technology resources however, carries with it the responsibility for ensuring that its use is primarily for institutional purposes and related activities. Moreover, the use of information technology resources must be consistent with institutional policies and local, state, and federal laws.

For complete information, please refer to the following links: Terms and Conditions for the Use of Information Technology Resources CSB/SJU/ OSB IT Policies (<https://csbsju.teamdynamix.com/TDClient/2466/Portal/Home/>)

3.3.4 Library Services

Library services are available to all employees. Employees may borrow from library collections, including media and equipment as well as books, for their work or personal enrichment. Employees may also reserve and use collaborative spaces and enjoy comfortable seating areas for reading. For further information on the range of resources available, consult the Library website (<https://www.csbsju.edu/libraries>) or contact Alcuin Library, Saint John's University, at 363-2122, and Clemens Library, College of Saint Benedict, at 363-5611.

3.3.5 Office Keys

Faculty employees are provided keys. Contact the Physical Plant at Saint John's University or Facility Maintenance at the College of Saint Benedict to obtain office keys.

3.3.6 Identification Cards

Photo identification cards are produced by Life Safety Services at Saint John's University and by the campus Security Office at the College of Saint Benedict during normal office hours. New employees must present an authorization form from the Human Resources Office in order to have an ID card produced. Faculty needing to replace their ID card must present their existing ID card or other photo identification at the applicable campus security office. Photo identification cards can be used as an ID card at the colleges' libraries, athletic facilities, computer facilities, fine arts programs, and campus programs and events. The photo identification card can also be used to access buildings or labs on both campuses.

3.3.7 Administrative Support Services

Administrative Support Services are provided to each academic department as assigned by the office of the Provost.

3.3.8 Duplicating Services and Mail Services

Saint John's University and the College of Saint Benedict provide duplicating and mail services. Further information is available at the following links:

- Mail Services - SJU (<https://sharepoint.csbsju.edu/sjumailcenter/Pages/>)

- Duplicating Center - SJU (<https://sharepoint.csbsju.edu/copycenter/Pages/SJUDuplicate.aspx>)
- Mail Room CSB (Copy Center) (<https://www.csbsju.edu/csb-copy-center-and-mail/>)

3.3.9 Health Services

All CSB/SJU employees and their dependents are eligible to use the Health Center located on the Saint John's University campus. Benefit-eligible employees can use CSB/SJU health insurance for services there. For more information contact the health Center at 363-3142 or visit the website: <http://www.csbsju.edu/sjuhealthcenter/>. The CSB health Center provides services only to students.

3.3.10 Employee Assistance Services

The Employee Assistance provider is Vital Work Life. It is a free resource available to all employees and immediate family members. Counselors are available to assist employees and family members in the areas of relationship and parenting issues, depression, stress, anxiety, chemical dependence, legal and financial concerns and more. For more information contact Vital Work Life at 800-383-1908 or <http://vitalworklife.com/>.

3.3.11 On-campus Parking

Designated parking is provided for all employees. Parking permits are issued by SJU Life Safety Services and CSB Campus Security. Faculty are encouraged to register all vehicles they may use on campus. For further information, contact SJU Life Safety Services and CSB Campus Security.

3.3.12 Academic Regalia

Contact the Office of the Provost for current policy.

3.3.13 Notary Public

Contact the Business Office or the employee's academic department for notary public services related to faculty responsibilities.

3.4 Employment Benefits

Section 3.4 describes the employment benefits available to faculty that are mandated in Part II, 2.12.2, "Employment Benefits." These are included here for information purposes only and cannot be construed as contractually binding. Full descriptions of benefits are available in the Human Resources Office at both the College of Saint Benedict and Saint John's University.

3.4.1 Governmentally-Mandated Benefits

3.4.1.1 Social Security

The college [university] and each employee contribute monthly to the retirement program established under the Federal Insurance Contribution Act (FICA). In addition to retirement benefits, this program includes disability, survivor, and dependent benefits.

3.4.1.2 Workers' Compensation

All employees are protected under the Minnesota Workers' Compensation Act. The College of Saint Benedict carries Workers' Compensation Insurance to provide reimbursement for medical expenses and continuation of salary in the event of occupational illness or work-related injuries incurred during the course of employment.

All injuries, even if serious personal injury is not involved, must be reported to your supervisor. If professional medical treatment is indicated, your supervisor will contact the Security Office to make the necessary arrangements.

Supervisor & Employee Responsibilities to Report Illness or Injuries

The injured employee and his/her supervisor share in the responsibility to report occupational illnesses and work-related injuries. An "Accident/ Incident Report" must be completed by both parties and returned to the Human Resources department within 24 hours of the incident. All injuries, regardless of severity, must be reported. The Human Resources department will file the injury report with the Plan Administrator. Failure to report an illness/injury in a timely manner may result in loss of benefits to the employee. Please contact the Human Resources department for further information.

Benefits Coverage

When an employee is absent from work due to a workers' compensation covered illness/injury, the College of Saint Benedict will continue to pay the employer's portion of health and life insurance premiums for a period of 12 months. The employee will need to pay the employee portion of the premium.

Return-To-Work Program Statement

The College of Saint Benedict supports the practice of bringing injured employees back to work, as soon as they are medically able, to the same position or another position compatible with any physical work restrictions. Accommodations may be necessary to meet the medical restrictions. If an accommodation in the employee's current position is not possible, the Human Resources department will work with the supervisor and employee to explore possible options for a temporary, transitional or light-duty position within or outside of the employee's department. We believe this practice serves the best interests of our employees and the College.

3.4.1.3 Re-employment Insurance

Employees are eligible for unemployment compensation coverage as established under the Minnesota Department of Employment and Economic Development (www.uimn.org (<https://www.uimn.org/>)). It is the individual's responsibility to determine if he or she should apply for benefits.

3.4.1.4 Family Medical Leave Act

Faculty Member's Rights and Responsibilities under the Family and Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid job protected leave to eligible faculty members for the following reasons:

- For incapacity due to pregnancy, parental medical care, or child birth;
- To care for the faculty member's child after birth, or placement for adoption or foster care;
- To care for the Faculty member's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the faculty member unable to perform his/her job.

Military Family Leave Entitlements

An eligible faculty member with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use his/her 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for the employee's spouse, child, parent or next of kin who is a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that has rendered the service member medically unfit to perform his or her duties. This military caregiver leave may be used if the covered service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the faculty member's health coverage under any "group health plan" on the same terms as if the faculty member had continued to work. A faculty member is entitled to the same or an equivalent job upon returning to work from FMLA leave if he/she returns to work within the twelve- week (or twenty-six week for military family leave) period. If a faculty member is unable to return to work or fails to return to work when the FMLA leave has been exhausted, the faculty member will be considered to have terminated employment unless an extension of leave or some other accommodation has been requested by the faculty member and such extension or accommodation has been granted by the employer. Any request for an extension of leave or accommodation must be made in writing to the Director of Human Resources.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the faculty member's leave.

Eligibility Requirements

A faculty member is eligible if he/she has worked for a covered employer for at least twelve months and has worked for at least 1,250 hours over the previous 12 months.

Definition of Serious Health Condition

A serious health condition entitling a faculty member to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in the FMLA regulations or a course of continuing treatment by a health care provider as defined in the FMLA regulations.

Use of Leave

A faculty member does not need to use this leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. A faculty member must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

In order to use paid leave for FMLA leave, faculty members must comply with the employer's normal paid leave policies.

Faculty Member Responsibilities

A faculty member must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the faculty member must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

A faculty member must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and to determine the timing and duration of the leave.

Sufficient information may include that the faculty member is unable to perform job functions; a family member is unable to perform daily activities, the faculty or family member, needs hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. A faculty member also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. A faculty member also may be required to provide certification and periodic recertification supporting the need for leave.

Medical Certification

If a faculty member takes Family Medical Leave for his/her own serious health condition or to care for the serious health condition of his/her child, spouse, or parent, the employer requires certification from a health care provider. The initial certification will be due fifteen calendar days after the request for Medical Leave is requested, and a certification supporting the leave will be required every thirty days, subject to exceptions. If certification is not provided as required, protected leave may be denied until it is provided.

Health Care Coverage

During a faculty member's Family Medical Leave, the employer will continue to pay its share of the benefits, i.e., medical, dental, life, and long-term disability if applicable. Faculty are required to pay their portion for the duration of the leave. If the faculty member is in a pay status, premiums will be deducted through the normal payroll process. If the faculty member is in a non-pay status, contact the Human Resources department for payment arrangements.

3.4.2 Other Employment Benefits

Benefits are an integral part of a faculty member's total compensation. The Employee Benefits Program is designed to meet the need of both the faculty member and his/her family.

Questions regarding benefit information may be directed to the Human Resources department.

Eligibility Definitions

Full Time Benefit Eligible: A faculty member under contract for both semesters of an academic year to work greater than 3/6ths FTE is eligible for the following benefits:

1. Health, Dental, Vision, and Life Insurance (section 3.4.2.1, 3.4.2.1, 3.4.2.3)
2. Flexible Spending Account/Health Savings Account (section 3.4.2.6)
3. Paid Leave (Sick and Parental) (sections 3.4.2.5 and 3.4.2.8)
4. Long-Term Disability (section 3.4.2.4)
5. Retirement Program (section 3.4.2.9)
6. Tuition Remission (section 3.4.2.7)

Unless limited elsewhere, the additional benefits listed in section 2.12.2 apply to benefit eligible faculty members.

3.4.2.1 Health Insurance

The College of Saint Benedict and Saint John's University are currently self-insured for this benefit.

Eligibility

A benefit eligible faculty member is eligible for health insurance coverage effective the first of the month coincident with or following the first day of employment.

Coverage Summary

A faculty member may choose from the following coverage options:

- Employee
- Employee + Child(ren)
- Employee + Spouse
- Family

The college/university and faculty member share in the cost of this benefit.

Health insurance is offered annually on a fiscal year timeline (July 1-June 30). A faculty member may elect to change benefit coverage during the annual enrollment period held each spring. For a qualifying status change occurring outside the annual enrollment period a status change for is required within 31 days of the qualifying event.

Coverage Continuation Program

Following separation of employment, an individual previously enrolled in the health insurance plan will have the option of continuing group health coverage for up to eighteen (18) months or until Medicare eligible, whichever comes first.

A faculty member retiring with a minimum of 15 years of benefit-eligible service is eligible to continue health insurance coverage for the lesser of 36 months or to the date he/she becomes eligible for Medicare coverage.

If a faculty member resigns during a non-contracted period benefits will end as of the last day of the month of the most recent contract period.

Flexible Spending Accounts/Health Savings Account

These programs allow a faculty member to set aside a portion of salary, on a pre-tax basis, to pay for eligible expenses.

3.4.2.2 Dental and Vision Insurance Eligibility

A benefit eligible faculty member is eligible for dental and/or vision insurance coverage effective the first of the month coincident with or following the first day of employment.

Coverage Summary

A faculty member may choose from the following coverage options:

- Employee
- Employee + 1
- Family

The college/university and faculty member share in the cost of the dental benefit. Vision Insurance premiums are paid by the faculty member only.

Dental and Vision insurance are offered annually on a fiscal year timeline (July 1 – June 30). A faculty member may elect to change benefit coverage during the annual enrollment period held each spring. For a qualifying status change occurring outside of the annual enrollment period, a status change form is required within 31 days of the qualifying event.

Coverage Continuation Program

Continuation coverage is not available for dental or vision insurance.

3.4.2.3 Life Insurance and Accidental Death and Dismemberment Insurance (AD&D)

A benefit eligible faculty member may receive this benefit effective the first of the month coincident with or following the first day of employment.

Coverage Summary

This benefit is paid for by the college/university, with the amount of coverage as follows:

| Salary Range | Benefit Amount of Life and AD&D Insurance |
|----------------------|---|
| \$0 to \$20,000 | \$50,000 ¹ |
| \$20,001 to \$37,500 | \$75,000 |
| \$37,501 to \$50,000 | \$90,000 |
| \$50,001 and above | \$100,000 |

¹ The faculty member is responsible for income tax on the life insurance benefit amount above \$50,000.

In the event of death, a benefit will be paid to the designated beneficiary in the amount described above. If a faculty member continues to be employed between age 70 and 75, the benefit received will be reduced to 65 percent. At age 75, the benefit will be reduced to 50 percent.

Optional Life and AD&D Insurance

In addition to the benefit listed above, a faculty member may elect to purchase one, two, three, or four times his/her annual salary in optional life insurance. If elected, matching AD&D Insurance may also be purchased. A faculty member may also purchase a basic amount of life insurance for his/her spouse and eligible dependents. During annual open enrollment, a faculty member may apply for the optional insurance described above and may be subject to evidence of insurability. For a qualifying status change occurring outside of the annual enrollment period, a status change for is required within 31 days of the qualifying event.

Coverage Continuation Program

Following separation of employment, a faculty member previously enrolled in the life insurance plan will have the option of continuing life insurance coverage for up to eighteen (18) months.

3.4.2.4 Long Term Disability Eligibility

A benefit eligible faculty member may apply for this benefit the first of the month following the completion of one year of employment.

Benefit Summary

The Long Term Disability Plan administered by a third-party provider provides a benefit equal to sixty percent of the faculty member’s monthly salary to a maximum of \$11,000 per month if he/she is unable to work due to an illness or non-work related injury and after the completion of the 120 calendar day elimination period. The determination of an application for long-term disability benefits is made by the disability provider following a review of a faculty member’s application for benefits and supporting medical documentation. The college/university pays 100 percent of the employee’s premium for this protection. For additional information, contact Human Resources.

After the Long Term Disability elimination period of 120 calendar days, the faculty member has the right to continue current elected benefits for up to eighteen (18) months, as stated in the Coverage Continuation Program. The college/university will pay the employer’s share of the premiums for current elected basic life and health benefits for the

first twelve months of the eighteen-month period, provided the faculty member has applied for long term disability benefits and the claim has been approved.

(See Sections 2.11 and 2.13.4)

3.4.2.5 Sick Leave

(See Sections 2.10.3.2.c for reporting an absence)

Eligibility

A faculty member may earn up to 20 days (160 hours) per year. Sick leave accrues based on FTE status and begins to accrue immediately upon employment.

Earning Sick Leave

Sick leave can be accrued up to a maximum of ninety days or 720 hours. A faculty member’s sick leave balance is not paid out upon separation of employment.

Use of Sick Leave

An eligible faculty member may use accumulated sick leave hours to account for absence(s) from work due to his/her non-occupational injury or illness, the illness or injury of the faculty member’s relative (as defined below), or for a medical/dental/vision care appointment.

Relative is defined as:

- minor or adult child, including step, adopted, or foster child
- grandchild including step, adopted, or foster grandchild
- spouse
- sibling
- parent/step-parent/parent in-law
- grandparent

Safety Leave: A faculty member may also use sick leave for safety leave, broadly defined as leave for the purpose of providing or obtaining assistance because of sexual assault, domestic abuse or stalking of the faculty member or any relative of the faculty member, as outlined above.

Medical Certification: A faculty member using five consecutive days of sick leave will be required to obtain medical certification for the absence. The absence may qualify for Family Medical Leave due to a documented serious health condition of the faculty member, the faculty member’s spouse, child, or parent. Please contact the Human Resources Department for further information or refer to Section 3.4.1.4 Family Medical Leave Act.

3.4.2.6 Flex Spending Accounts

This program allows an employee to set aside a portion of his/her salary, on a pre-tax basis, to pay for eligible medical and dependent care expenses.

3.4.2.7 Educational Benefits for Faculty Member/Spouse Eligibility

A full time benefit eligible faculty member and/or his/her spouse may receive this benefit the beginning of the next full semester following six calendar months of continuous employment, and with the approval of the provost. The summer break between academic years/contracts is not considered a break in continuous employment.

The benefit provides for free tuition, excluding fees, which are the responsibility of the faculty member/spouse. The faculty member/spouse may enroll for one undergraduate course per term including summer term, up to four credits, to a maximum of two courses per year. Courses available are limited to undergraduate offerings at the College of Saint

Benedict and Saint John's University excluding: the CSB/SJU/Saint Cloud State University Exchange Program; special evening courses; School of Theology courses, etc. Enrollment in courses does not imply acceptance of the faculty member/spouse by either the College of Saint Benedict or Saint John's University as a degree candidate.

3.4.2.7.1 Tuition Remission for Faculty Member

The request to make use of this benefit shall be made by the faculty member to his or her department chair and approved by the provost.

The faculty member's department chair shall, if he or she deems appropriate, give the faculty member approval by signing the registration form in the space provided for the adviser's signature.

The Human Resources Office at either the College of Saint Benedict or Saint John's University will need to confirm the faculty member's eligibility after the request for authorization has been filled out by the faculty member.

3.4.2.7.2 Tuition Remission for Spouses of Faculty Members

The spouse of a full time faculty member who is interested in the educational benefit should contact the Human Resources Office at either the College of Saint Benedict or Saint John's University for further information.

3.4.2.7.3 Tuition Remission/Assistance for Dependents of Faculty

This tuition remission benefit provides a financial resource to a faculty member's qualified son or daughter for meeting the tuition costs at the College of Saint Benedict or Saint John's University.

The faculty member and/or the son or daughter assumes all liability for any federal or state taxes that may apply to this benefit.

Note: This policy may be subject to review in the event of changes in federal and/or state tax regulations.

All References to accumulation of service in sections 3.4.2.7.3.1 and 3.4.2.7.3.2 make the following assumptions:

- i. Only services resulting from benefit eligible employment may be accumulated.
- ii. Accumulation of service begins with the date of hire. If a faculty member is separated from the institution and is subsequently rehired, then the accumulation begins with the most recent date of hire. The summer break between academic years/contracts is not considered a separation.
- iii. A paid leave of absence will count toward the accumulation of service. An unpaid leave of absence will not count toward the accumulation of service but is not considered a separation.

3.4.2.7.3.1 Internal Tuition Remission for Dependents Eligibility

a. Eligibility Period

- a. For a faculty member beginning benefit eligible employment prior to July 1, 2017: Eligibility begins the fall or spring semester following the accumulation of four full semesters of employment.

Continued eligibility and use of the benefit require the faculty member to remain in a full time benefit eligible appointment status. If no longer employed due to resignation or, retirement with 20 years of service, disability or death with 10 years of service, the extension of the benefit to the eligible dependent(s) of the former faculty member is as described in section 3.4.2.7.3.1.f, g and h below.

- b. For a faculty member beginning benefit eligible employment on or after July 1, 2017, eligibility begins the fall or spring semester following the accumulation of ten full semesters of employment.

Continued eligibility and use of the benefit requires the faculty member to remain in a full time benefit appointment eligible status. If no longer employed due to resignation, or retirement with 20 years of service, disability or death with 10 years of service, the extension of the benefit to the eligible dependent(s) of the former faculty member is as described in sections 3.4.2.7.3.1.f, g and h below.

b. Terms

The terms of the tuition remission benefit at the College of Saint Benedict or Saint John's University are as follows:

A qualified son or daughter is defined as the faculty member's biological child, child legally adopted prior to age 18, or step-child living with the faculty member or step-child for whom the faculty member has full or shared custody.¹ Each time an eligible faculty member requests a tuition remission benefit, the qualified son or daughter must meet the following criteria:

- a. is less than twenty-five years old;
- b. is not and has not been married;
- c. has been accepted for admission by the CSB/SJU Admission Office based on meeting the admission criteria.

Note: Only undergraduate course offerings qualify. Continuing Education courses, special evening courses, School of Theology courses, and summer school, are excluded.

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress as determined by that college.

c. Benefit Amount, Duration and Other Policies

Tuition remission covers only the tuition for two (2) semesters per academic year and does not cover overload, special, summer credits, or summer internships. The duration of this benefit is a maximum of four years of undergraduate higher education for each son or daughter, namely eight semesters. If the son or daughter has completed two (2) years of college at CSB or SJU prior to becoming eligible for this benefit, the maximum duration of this benefit is two years.

d. Dollar Value of Tuition Remission

For a faculty member beginning full time benefit eligible employment prior to July 1, 2017: The maximum dollar amount of the benefit each school year shall be 100% of the College /University's tuition for the current year.

For a faculty member beginning full time benefit eligible employment on or after July 1, 2017 and who has accumulated ten full semesters of benefit eligible employment at 6/6ths FTE: The maximum dollar

amount of the benefit each school year shall be 100% of the College/University's tuition for the current year.

For a faculty member beginning full time benefit eligible employment on or after July 1, 2017 and who has accumulated ten full semesters of benefit eligible employment at greater than 3/6ths but less than 6/6ths FTE: The maximum dollar amount of the benefit each school year shall be 90% of the College/University's tuition for the current year.

In all cases, the faculty member, or son or daughter, will pay all other applicable charges, such as room and board, fees, books, etc.

A faculty member who has met the 100% eligibility requirement (ten full semesters of benefit eligible employment at 6/6ths FTE) and subsequently has an FTE reduction will retain 100% benefit, provided he/she maintains full time benefit eligibility (greater than 3/6th FTE).

e. Additional Financial Aid

Students receiving tuition remission are not eligible for College of Saint Benedict or Saint John's University merit scholarships. However, students receiving tuition remission may apply for federal or state grants by completing the required financial aid forms each year. If the student qualifies for a federal or state grant, it will be awarded in addition to the tuition remission. In the event the total of tuition remission, federal grants, state grants and any other aid exceeds the cost of attendance, the tuition remission award will be reduced. Questions about the financial aid process, federal or state grants, on-campus employment or loan options should be directed to the Financial Aid office.

f. Following Disability or Death of a Benefit-Eligible Faculty Member

Following the disability or death of a faculty member who has accumulated ten years of full time employment with the College of Saint Benedict or Saint John's University, a 50 percent tuition remission benefit shall survive the faculty member for each remaining qualified son or daughter and an additional 5 percent for each year of employment over 10 years.

The benefit applies to internal tuition remission at the College of Saint Benedict or Saint John's University and to the traveling tuition benefit for Saint John's University faculty members hired prior to July 1, 1998. It only applies to the Consortia Program if the dependent is already receiving the consortia benefit at the time of the faculty member's death or employment separation due to disability.

g. Following the Retirement of a Faculty Member

A College of Saint Benedict or Saint John's University faculty member who began benefit eligible employment prior to July 1, 2017 and retires after accumulating twenty or more years of full-time employment will retain the internal tuition remission benefit. The benefit applies to attendance at the College of Saint Benedict or Saint John's University for the faculty member's sons and daughters who are qualified at the time of retirement.

This benefit refers to the internal tuition remission benefit at the College of Saint Benedict or Saint John's University. The use of the benefit does not apply to the consortia programs or the Traveling Tuition benefit.

h. Resignation Following Twenty Years of Service [CSB Benefit-Eligible Faculty Member]

A College of Saint Benedict faculty member hired prior to July 1, 1998, and who has twenty or more years of full-time continuous service at the time of resignation, will retain the tuition benefit for sons and daughters who are qualified at the time of resignation.

This benefit is taxable and provides tuition remission at the College of Saint Benedict or Saint John's University. The use of this benefit does not apply to the consortia programs offered by the College.

i. Status Changes during the Academic Year

If the recipient loses qualified son or daughter status during the academic year or the faculty member terminates employment, the tuition remission benefit may be prorated.

¹ A step-child must be claimed as a dependent on the faculty member's tax return for at least the tax year prior to utilizing the benefit, unless legally ineligible to be declared a dependent. An IRS tax return transcript will be required. A copy of a divorce decree or a death certificate may also be requested.

3.4.2.7.3.2 Tuition Consortia Program for Dependents

The Tuition Consortia Program provides a reciprocal scholarship opportunity for the dependents of eligible faculty at member schools. The program includes:

- Tuition Exchange (TE) and
- Catholic College Cooperative Tuition Exchange (CCCTE)

a. Eligibility Period

- a. For a faculty member beginning benefit eligible employment **prior to July 1, 2017**: Eligibility begins the fall or spring semester following the accumulation of four full semesters of employment. Continued eligibility and use of the benefit requires the faculty member to remain in a full-time benefit eligible appointment status. Upon employment separation due to death or disability following 10 years of service, the faculty member's dependents remain eligible for the benefit if the dependent was already receiving the benefit at the time of the faculty member's death or employment separation due to disability.
- b. For a faculty member beginning benefit eligible employment **on or after July 1, 2017**: Eligibility begins the fall or spring semester following the accumulation of ten full semesters of employment. Continued eligibility and use of the benefit requires the faculty member to remain in a full-time benefit eligible appointment status. If no longer employed due to resignation, or retirement with 20 years of service or disability or death with 10 years of service, the faculty member's dependents remain eligible for the benefit if the dependent was already receiving the benefit at the time of the faculty member's death or employment separation due to disability.

b. Terms

The terms of the program are as follows:

A qualified son or daughter is defined as the faculty member's biological child or a child legally adopted prior to age 18. Each time an eligible faculty member requests a tuition remission benefit, the qualified son or daughter must meet the following criteria:

- a. is less than twenty-five years old;
- b. is not and has not been married;

c. Dollar Value of Tuition Consortia Benefit

The amount of the benefit varies by member institution and is subject to change annually. Contact the Human Resources Office for information.

d. Priority for Utilizing Tuition Consortia

- a. Seniority (accumulation of years of service in a benefit eligible appointment status) is the main criterion for deciding priority of a faculty member's application to be considered for the benefit. In the event of applications from multiple faculty members with the identical seniority, date, the birthdate of the dependent child is the deciding factor, with the older dependent given priority.
- b. A faculty member may normally receive only one tuition consortia benefit at a time. The dependent may have access to up to four years of the benefit, or completion of a baccalaureate degree, providing the parent/faculty member continues to be eligible. A faculty member with one dependent using the benefit who wants to apply on behalf of another dependent will be placed behind all other first-time applicants on the priority list.

A dependent choosing to discontinue attending a consortia college may not "release" unused tuition consortia benefits to a sibling.

The dependent already in the consortia ordinarily has priority over all new applicants unless a limit of less than four years was specified on the dependent's certification form.

There are many variables, which may affect a dependent's ability to participate in the consortia programs. Each tuition consortia program has its own import/export requirements. These requirements limit the number of applicants CSB and SJU may send to consortia institutions on an annual basis. The granting of a consortia scholarship is at the sole discretion of the receiving institution. Due to these variables, it is recommended that this program be considered as just one potential option for college financing.

e. Application Deadline

The deadline to request consideration for the consortia program benefit for the following school year is December 1st.

3.4.2.7.3.3 Traveling Tuition Remission Assistance

A Saint John's University full-time faculty member hired before July 1, 1998 is eligible to receive this benefit.

1. Definitions:

- a. Traveling Tuition Remission is an educational benefit provided by the University to qualified son(s) or daughter(s) of an eligible faculty member for meeting the tuition costs at an undergraduate

institution other than Saint John's University, the College of Saint Benedict, an institution which is a member of one of the consortia programs (as indicated in Section 3.4.2.7.3.2), or with whom there is a bilateral agreement.

Effective July 1, 2011, an eligible faculty member with a dependent entering college will be required to notify the Human Resources department annually, by December 1, of their intent to use the benefit effective the following academic year. The December notification date coincides with the timeline for consortia applications. A faculty member's dependent who chooses to attend a school participating in SJU's consortia programs must apply for, and if accepted, use the consortia program.

- b. Institution of Higher Education is a nationally or regionally accredited institution that offers the baccalaureate degree, or a community college whose credits would be of such value as to be transferable to Saint John's University.
- c. The term qualified refers to a son or daughter who, at each time of requesting use of the benefit, concurrently meets all of the following criteria:
 - i. Is a biological child of the eligible faculty member, a child who was legally adopted prior to age 18, or a stepchild who was designated by name at the time of initial appointment;
 - ii. Is less than 25 years old;
 - iii. Is a declared dependent of the faculty member for Internal Revenue Service purposes;
 - iv. Is not and has not been married; and
 - v. Is enrolled at an accredited two-year or four-year institution of higher education for the purpose of pursuing a bachelor's degree.

At the time of hire, the status of each child of the eligible faculty member was clarified and written into the employment record by the Human Resources department. Further biological children of the faculty member and children who are legally adopted prior to age eighteen will subsequently be added to the record.

Note: The faculty member and/or the son or daughter assumes all liability for federal and state taxes that may be attached to this benefit. This policy may be subject to review in accordance with changes in federal and state tax regulations.

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that institution.

2. Duration of Benefit

The maximum duration is four (4) school years for each son or daughter—namely, eight (8) semesters.

3. Summer School

Attendance at summer school allows an individual to earn credits toward graduation. In this case, the number of credits paid for will be computed as a portion of an academic year. Thus, if eight (8)

semester hours are paid for (supposing, for purposes of this example, a Saint John's University 16-credit-per-semester, full-time load), that payment represents one-half of a semester.

4. Status Change During the Academic Year

If the recipient loses qualified son or daughter status (e.g., if the recipient turns 25 years of age, marries, discontinues being an IRS dependent of the faculty member) during the academic year, tuition remission is prorated.

5. Dollar Value of Traveling Tuition Remission

The maximum dollar amount for traveling tuition remission each school year for a qualified son or daughter shall be the Saint John's University tuition for the current year, or the tuition of the college attending, whichever is less. The total amount of the benefit received using a combination of the traveling tuition benefit and the consortia benefit will not exceed the cost of tuition at SJU. The faculty member or son or daughter pays all other applicable charges: room, board, student and activity fees, additional tuition (at another institution), books, and the like.

6. Financial Aid Requirement

An eligible faculty member with a son/daughter beginning college in fall of 2012 or later is required to apply for financial aid by completing the Free Application for Federal Student Aid (FAFSA) and any other forms required by the institution where their son/daughter is considering attending. Faculty members must apply by the financial aid deadline established by the colleges the student is considering attending. Eighty percent (80%) of gift aid (grants and scholarships) from all sources (federal, state, and institutional) awarded to a traveling tuition participant from the attending institution will be applied to tuition first. Remaining tuition owed will then be paid by SJU at an amount not to exceed the published SJU full-time tuition rate. The remaining 20% of merit/grant aid awarded can be retained by the recipient.

Questions regarding the financial aid application process may be directed to the CSB/SJU Financial Aid Office.

7. Method of Tuition Disbursement – To Attending Institution

A check for an amount equivalent to current tuition at Saint John's or tuition at the attending college, whichever is less, will be sent by the SJU Business Office to the attending institution each time a tuition-due statement is received from the eligible faculty member. A copy of the financial aid award letter from the college must be submitted to the SJU Business Office along with the tuition statement.

8. CSB/SJU Room and Board Incentive

A qualified son or daughter, beginning college in fall of 2012 or later, who chooses to attend SJU or CSB will also be granted a \$2,000 per year room and board discount to be used for on-campus room and board expenses over their four years of attendance.

9. Following Disability or Death of a Faculty Member

After 10 years of full-time employment with the Saint John's University, a 50 percent tuition remission shall survive the faculty

member for each remaining son or daughter and 5 percent for each additional year over 10 years.

Note: If a son or daughter is attending another institution at the time of the eligible faculty member's total disability or death, he or she will be allowed to complete the baccalaureate education at that institution.

10. Following the Retirement of a Faculty Member

The benefit for retirement after 20 years will be for tuition remission only at Saint John's University or at the College of Saint Benedict.

Questions regarding this policy may be directed to the Human Resources department.

3.4.2.8 Parental Leave and Working-Parent Rights

3.4.2.8.1 Paid Parental Leave

A benefit-eligible, full-time faculty member will be granted a one-sixth course release with pay due to the birth or adoption of a child in the semester that the new parenting occurs or in the following semester. New full-time faculty members are eligible for the benefit as long as the birth or adoption occurs on or after the first date of contract. In the event of court-ordered legal guardianship, parental leave will be evaluated on a case-by-case basis by the dean of the faculty in consultation with Human Resources. Consideration will be given to length of guardianship, age of child, and needs of the family. Alternative arrangements for leave other than a one-sixth course release may be granted in cases of legal guardianship.

Faculty eligible for paid parental leave must contact both the dean of the faculty and the Human Resources Department at least four months prior to the due date or adoption date to initiate the parental leave process. Requests for an exception to the four-month notification policy will be handled on a case-by-case basis by Academic Affairs in consultation with Human Resources. The dean of the faculty, in consultation with the faculty member, will determine which semester the faculty member is granted the one-sixth course release. Faculty members may not be assigned overload teaching in the same semester when the leave is taken. In the event of court-ordered legal guardianship, faculty eligible for parental leave should notify the dean of the faculty as soon as possible to discuss his/her needs.

3.4.2.8.2 Reasonable Accommodations for Pregnancy

Reasonable accommodations, without proof of medical necessity, will be provided to a faculty member for health conditions related to pregnancy including more frequent restroom, food, and water breaks, seating, and limits on lifting over 20 pounds. A faculty member may request other accommodations with the advice of her licensed healthcare provider or certified doula. A faculty member requesting accommodation(s) or a Department Chair receiving a request for accommodation(s) is encouraged to consult with the Human Resources department. The Provost and Human Resources will engage in an interactive process with the faculty member regarding the accommodation(s) requested.

3.4.2.8.3 Nursing Mothers – Lactation Space

In accordance with federal and state law, CSB/SJU is committed to supporting nursing mothers. The college [university] will provide a faculty member with a private lactation space (other than a bathroom) shielded from view and free from intrusion in close proximity to her work area, and with access to an electrical outlet. Please contact the Human Resources department for assistance with these arrangements.

3.4.2.8.4 Working–Parent Rights

Minnesota law entitles a faculty member to take up to sixteen (16) hours of unpaid leave per calendar year to attend his/her child’s school conferences, classroom activities, child care or other early childhood programs.

3.4.2.9 Retirement Program

The College of Saint Benedict and Saint John’s University provides two 403(b) retirement plans for all eligible faculty members. The plans are administered by Teachers Insurance and Annuity Association (TIAA).

3.4.2.9.1 Eligibility Period and Contributions for the Defined Contribution Plan

3.4.2.9.1.a. For a Faculty Member Beginning Full-time Benefit Eligible Employment Prior to July 1, 2017

A faculty member may participate in the retirement plan after completing three consecutive years of benefit-eligible service.

The waiting period of three years may be waived for a person who already has an active contract that was receiving the employer contribution from an organization that meets the eligibility requirements of Code Section 403(b).

The plan requires the faculty member to contribute 2% of salary to receive the employer contribution of 9% of the faculty member’s salary.

At enrollment, the faculty member will review the investment options and determine investment allocations. Participants may change allocations with TIAA at any time.

3.4.2.9.1.b. For a Faculty Member Beginning Full-time Benefit Eligible Employment on or After July 1, 2017

Enrollment in the retirement plan will be effective the first day of the month following date of hire, unless the faculty member elects to opt-out.

The faculty/employer contributions are as follows:

| Year | Faculty Contribution | CSB/SJU Contribution |
|------|----------------------|----------------------|
| 1 | 3% | 1% |
| 2 | 3% | 3% |
| 3 | 3% | 5% |
| 4 | 3% | 7% |
| 5 | 3% | 9% |

At enrollment, the faculty member will review the investment options and determine the investment allocations. Participants may change allocations with TIAA at any time.

3.4.2.9.2 Eligibility Period and Contributions for the Supplement Tax Deferred Annuity Plan

A benefit-eligible faculty member may voluntarily elect to contribute to the Supplemental Tax Deferred Annuity.

3.4.2.9.3 Employment Separation and Rehire Information

Upon separation of employment, a faculty member participating in the retirement plan(s) is encouraged to contact a TIAA representative regarding plan options.

3.4.3 Additional Non-contractual Benefits

3.4.3.1 Tuition Assistance for Saint John’s Preparatory School

A tuition assistance grant from the college [university] toward tuition for Saint John’s Preparatory School for sons or daughters is available according to the provisions outlined below.

Any decisions related to the continuance or changes in the current administration of tuition assistance will be reviewed annually.

Eligibility

1. A faculty member is eligible for a tuition assistance grant following the accumulation of four full semesters of employment in a benefit eligible position.
2. At the time of hire, the eligibility status of the faculty member’s children is recorded by the Human Resources department. It is the faculty member’s responsibility to notify the Human Resources department in the event of another birth or legal adoption of a child who is adopted prior to age eight.

Qualified Son or Daughter - The term **qualified** refers to a son or daughter, who at each time of requesting a tuition assistance grant, concurrently meets all of the following criteria:

1. is a biological child of the eligible faculty member, a child who was legally adopted prior to age eight, or a stepchild who was designated by name at the time of initial employment;
2. is less than nineteen years old at the beginning of the academic year; and
3. is a declared dependent of the faculty member for Internal Revenue Service purposes.

Note: The qualified son or daughter must meet the academic standards set by Saint John’s Preparatory School and must maintain satisfactory academic progress, as determined by the School.

Dollar Value of Tuition Assistance

The amount of the tuition assistance grant will be determined annually.

3.4.3.2 Additional Benefits Employee Assistance Program

The Employee Assistance Program (EAP) is free resource available to all employees and their immediate family members. EAP representatives are available to offer assistance in many areas, including:

- Family/Marriage Relationships
- Mental Health (stress management, depression, anxiety)
- Chemical Dependency
- Financial Management
- Legal Concerns

Further information is available at: <http://vitalworklife.com/> or by calling 1-800-383-1908.

Campus Events Collegiate Athletic Events

An employee may present his/her ID card for free admission to CSB/SJU home collegiate athletic events (some exclusions may apply). Eligibility applies to the employee and immediate family members.

Benedicta Arts Center (BAC) and Stephen B. Humphrey Theater (SBH)

All employees are welcome to attend the performances at the BAC and the SBH Theater and to view Gallery exhibitions at the BAC and SJU Art Centers.

Many of the events are not ticketed and open to the public free of charge. For most CSB/SJU Fine Arts Series events to which tickets are sold, an employee may obtain two reduced tickets per event.

In recognition of the Sisters of the Order of Saint Benedict and members of the Monastery at the Order of Saint Benedict, Fine Arts Programming

will provide one complimentary ticket per CSB/SJU Fine Arts Series event to members of the religious communities.

When an event is sponsored by an organization other than the Fine Arts Programming, the employee discount or complimentary tickets for religious community members may not be available.

For further ticket and event information about the BAC and SBH Theater, please contact the BAC Information Office at extension 5777.

Use of Campus Facilities

An employee and his/her immediate family may use recreational facilities on each campus according to procedures established by the facility management office. No facility or office on campus is to be used for child care or unsupervised recreation for an employee's child.

Health Services

An employee and his/her dependents are eligible to access the health center located on the Saint John's campus. Contact Health Partners at the Saint John's Campus for more information.

Library Services

Library services are available for all employees. For further information, contact the Clemens Library, extension 5611, at the College of Saint Benedict and/or Alcuin Library, extension 2122, at Saint John's University.

Campus Services

Various campus department services such as duplicating, and library/media are available to employees according to departmental policy.

3.5 College of Saint Benedict and Saint John's University Policies

3.5.1 Title IX and Sexual Misconduct Policy

The Title IX and Sexual Misconduct Policy of the College of St. Benedict and St. John's University was approved by the CSB and SJU Boards of Trustees on 8/11/22 and can be found here: <https://www.csbsju.edu/title-ix/policy> (<https://www.csbsju.edu/title-ix/policy/>)

Title IX and Sexual Misconduct Policy of the College of Saint Benedict and Saint John's University

2022-2023

Nothing in this Policy is intended to create a contract between the College of Saint Benedict or Saint John's University and any student, employee, independent contract, vendor, or other individual or entity.

I. Purpose

The purpose of this Policy is to maintain an environment that is free from the physical and emotional threat of Sexual Misconduct. The College of Saint Benedict ("CSB") and Saint John's University ("SJU") (collectively, the "Institutions") will not tolerate Sexual Misconduct in any form.

This Policy addresses the Institutions' prohibition of Sexual Misconduct, the steps for recourse for those individuals who may have been subject to Sexual Misconduct, and the procedures for determining whether a violation of the Policy occurred. In accordance with Title IX and its regulations, this Policy applies to the following forms of sex discrimination, which are referred to collectively as "Sexual Misconduct": Title IX Sexual Harassment, Non-Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, Stalking, and Sexual

Exploitation. Allegations of sex discrimination that do not involve Sexual Misconduct will be handled in accordance with the Human Rights Policy.

II. Non-Discrimination

CSB and SJU are committed to compliance with all applicable anti-discrimination laws, including Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act, and the Americans with Disabilities Act (ADA) and ADA Amendments, and do not unlawfully discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic, in their education programs and activities, in their admissions policies, in employment policies and practices, and all other areas of the institutions. Harassment based upon an individual's legally protected status is a form of prohibited discrimination.

Sex discrimination is prohibited by Title IX of the Education Amendments of 1972, a federal law that provides that: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." The Institutions are required by Title IX and its regulations not to engage in sex discrimination in their education program or activity, including admissions and employment. Sex discrimination is conduct based upon an individual's sex that excludes an individual from participation in, denies the individual the benefits of, or treats the individual differently, in an education program or activity. Sexual Harassment is a form of sex discrimination.

As Institutions which espouse Catholic and Benedictine values, every community member's awareness of and respect for the rights and human dignity of all persons undergirds community life. These values demand that we strive to create an environment where the sacredness of each person is honored. Sexual Assault, Sexual Harassment, and other Sexual Misconduct violate the sacredness of the person, weaken the health of the community, and are antithetical to the missions of our Institutions.

The College of Saint Benedict and Saint John's University will promptly and equitably respond to all reports of Sexual Misconduct, and will take steps to eliminate the misconduct, prevent its recurrence, and to address its effects on any individual or the community.

Questions or concerns regarding Title IX, sex discrimination, or Sexual Misconduct may be directed to the Institutions' Title IX Coordinators, listed below, or to the Assistant Secretary for Civil Rights at the Department of Education, or both.

CSB Title IX Coordinator:

Tamara Hennes-Vix

thennesvi001@csbsju.edu
(320) 363-5943
37 South College Avenue
Lottie Hall, Office 032
Saint Joseph, MN 56374

SJU Interim Title IX Coordinator:

Patricia Weishaar

pweishaar@csbsju.edu
(320) 363-2113
2850 Abbey Plaza Emmaus Hall, Office 139

Collegetown, MN 56321

III. Scope

This policy applies to all members of CSB and SJU's community, including but not limited to, students, employees, faculty, staff, administrators, applicants for admission or employment, Board of Trustee members, and third parties such as volunteers, vendors, independent contractors, visitors, and any individuals and entities that do business with CSB or SJU or are regularly or temporarily employed, studying, living, visiting, conducting business or having any official capacity with CSB and/or SJU or on CSB and/or SJU property. This Policy may also apply to individuals who interact with the Institutions' community members under certain circumstances. All CSB and SJU members are required to follow CSB and/or SJU policies and local, state, and federal law.

This Policy applies to Sexual Misconduct committed by or against a CSB and/or SJU community member, including conduct occurring on campus or CSB and/or SJU property like a residence hall, classroom or on-campus event, conduct that occurs at CSB and/or SJU-sanctioned events or programs that take place off campus, such as study abroad and internships, and off-campus conduct that may:

1. have continuing adverse effects on campus, CSB and/or SJU property, or in a CSB and/or SJU program or activity;
2. substantially and unreasonably interfere with a community member's employment, education or environment on campus, CSB and/or SJU property, or in a CSB and/or SJU program or activity; or
3. create a hostile environment for community members on campus, CSB and/or SJU property, or in a CSB and/or SJU program or activity.

This Policy applies to Sexual Misconduct within the scope of Title IX, as well as Sexual Misconduct committed by or against a CSB or SJU community member that does not fall within the scope of Title IX. More information about what Sexual Misconduct falls within the scope of Title IX is provided in Section VI. Prohibited Conduct below and more information about the process applicable to different types of Sexual Misconduct is provided in Section X., General Provisions for Complaint Resolution Process, below.

This Policy applies regardless of the sexual orientation or gender identity of any of the parties.

IV. Title IX Coordinator and Title IX Team

The CSB and SJU Title IX Coordinators are responsible for the coordination of the Institutions' Title IX compliance efforts, including the Institutions' efforts to end Sexual Misconduct, prevent its recurrence, and address its effects. The Title IX Coordinators oversee and monitor the Institutions' overall compliance with Title IX-related policies and developments and the administration of this Policy; the implementation of complaint resolution processes, including investigation and adjudication of all formal complaints of Sexual Misconduct; the provision of educational materials and training for the campus community; and all other aspects of the Institutions' Title IX compliance. These responsibilities include, but are not limited to:

- Ensuring the Institutions' policies and procedures and relevant state and federal laws are followed;
- Informing any individual, including a complainant, a respondent or another individual, about the procedural options and processes used by CSB and SJU and about resources available at CSB and SJU and in the community;

- Training and assisting the Institutions' employees regarding how to respond appropriately to a report of sex discrimination or Sexual Misconduct;
- Monitoring full compliance with all procedural requirements and time frames outlined in this Policy;
- Evaluating allegations of bias or conflict of interest relating to this Policy;
- Determining whether grounds for appeal under this Policy have been stated;
- Ensuring that appropriate training, prevention and education efforts, and periodic reviews of the Institutions' climate and culture take place;
- Coordinating the Institutions' efforts to identify and address any patterns or systemic problems revealed by reports and formal complaints;
- Recordkeeping of all incidents reported to the Title IX Coordinators;
- Complying with written notice requirements of the Violence Against Women Act; and
- Assisting in answering any other questions related to this Policy.

Questions regarding this policy should be directed to the Title IX Coordinators.

The Deputy Title IX Coordinators assist with case management, training, and prevention. Other trained individuals may also be called upon to investigate or adjudicate formal complaints of Sexual Misconduct, review appeals, and/or facilitate informal resolutions to formal complaints.

The Title IX Coordinators may appoint a designee to fulfill the functions of the Coordinator under this Policy. When this Policy refers to actions of the Title IX Coordinator(s), these actions may be fulfilled by a Title IX Coordinator or a Title IX Coordinator's designee.

Title IX Coordinators

CSB

Tamara Hennes-Vix
thennesvi001@csbsju.edu
320-363-5943

SJU

Patricia Weishaar
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Shawn Colberg
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V. Definitions

Complainant refers to an individual who is alleged to be the victim of conduct that could violate this Policy.

Respondent refers to an individual who has been reported to be the perpetrator of conduct that could constitute a violation of this Policy.

A **report** is an account of the Sexual Misconduct that has allegedly occurred that has been provided to the CSB or SJU by the complainant, a third party, or an anonymous source.

A **formal complaint** is a document filed by a complainant or signed by a Title IX Coordinator alleging a violation of this Policy and requesting that CSB and/or SJU investigate the allegation of the Policy violation. A formal complaint begins the complaint resolution process as set forth in Section X. General Provisions for Complaint Resolution Process below.

Sexual Misconduct as used in this Policy means the following forms of sex discrimination and other misconduct: Title IX Sexual Harassment, Non-Title IX Sexual Harassment, Sexual Assault, Stalking, Domestic Violence, Dating Violence, and Sexual Exploitation, as each of those terms is defined below.

Consent is words or overt actions by a person in advance clearly communicating a freely given present agreement to participate in a particular sexual contact or activity. Words or overt actions clearly communicate consent when a reasonable person in the circumstances would believe those words or actions indicate a willingness to participate in a mutually agreed-upon sexual contact or activity. Although consent does not need to be verbal, verbal communication is the most reliable form of asking for and obtaining consent. It is the responsibility of the person initiating the specific sexual contact or activity to obtain consent for that contact or activity.

The definition of consent is subject to the following:

Consent is active, not passive. Silence or the absence of resistance or saying “no,” in and of themselves, cannot be interpreted as consent.

- Consent to one form of sexual activity does not, by itself, constitute consent to any other forms of sexual activity.
- Previous relationships or prior consent do not, by themselves, constitute consent to future sexual acts. In cases of prior relationships, the manner and nature of prior communications between the parties and the context of the relationship may be factors in determining whether there was consent.
- Consent can be withdrawn at any time. When consent is withdrawn, the sexual activity for which consent was initially provided must stop.
- Whether an individual actively and willingly participates in conduct may be a factor in determining whether there was consent.
- An existing sexual, romantic, or marital relationship does not, by itself, constitute consent.
- Prior sexual activity with other individuals does not imply consent.
- Consent cannot be procured, expressly or implicitly, by use of force, intimidation, threats, or **coercion**, as that term is defined below.
- An individual known to be – or who should be known to be – **incapacitated**, as defined by the Policy, cannot consent to sexual activity initiated by another individual.
- Use of alcohol or other drugs will never function to excuse behavior that violates this Policy.
- In order to give consent, one must be of legal age (16).

Coercion is conduct or intimidation that would compel an individual to do something against their will by:

1. the use of physical force,
2. threats of severely damaging consequences, or
3. pressure that would reasonably place an individual in fear of severely damaging consequences.

Coercion is more than an effort to persuade or attract another person to engage in sexual activity. Coercive behavior differs from seductive behavior based on the degree and type of pressure someone uses to obtain consent from another.

Incapacitation means the physical and/or mental inability to understand the fact, nature, or extent of the sexual situation. Incapacitation may result from mental or physical disability, sleep, unconsciousness, involuntary physical restraint, or from the influence of drugs or alcohol. With respect to incapacitation due to the influence of drugs or alcohol, incapacitation requires more than being under the influence of drugs or alcohol; a person is not incapacitated just because they have been drinking or using drugs. Where drugs and/or alcohol are involved, incapacitation is determined based on the facts and circumstances of the particular situation looking at whether the individual was able to understand the fact, nature, or extent of the sexual situation, whether the individual was able to communicate decisions regarding consent, non-consent, or the withdrawal of consent, and whether such condition was known or reasonably known to the respondent or a reasonable sober person in respondent’s position.

Use of drugs or alcohol by the accused is not a defense against allegations of Sexual Misconduct. Regardless of their own level of intoxication, individuals who are initiating sexual contact are always responsible for obtaining consent before proceeding with sexual activity.

Unwelcome Conduct: For the purposes of the Title IX Sexual Harassment and Non-Title IX Sexual Harassment definitions below, conduct is

unwelcome when the individual did not request or invite and regarded it as undesirable or offensive. The fact that an individual may have accepted the conduct does not mean that they welcomed it. On the other hand, if an individual actively participates in conduct and gives no indication that they object, then the evidence generally will not support a conclusion that the conduct was unwelcome. That a person welcomes some conduct does not necessarily mean that person welcomes other conduct. Similarly, that a person willingly participates in conduct on one occasion does not necessarily mean that the same conduct is welcome on a subsequent occasion. Whether conduct was unwelcome may be determined based on the context and circumstances of the encounter or incident.

On the Basis of Sex: For the purposes of the Title IX Sexual Harassment and Non-Title IX Sexual Harassment definitions below, conduct is on the basis of sex when it is sexual in nature or is referencing or aimed at a particular sex.

Reasonable Person: For the purposes of the Title IX Sexual Harassment and Non-Title IX Sexual Harassment definitions below, reasonable person means a reasonable person in the shoes of the complainant, considering the ages, abilities, and relative positions of authority of the individuals involved in an incident.

VI. Prohibited Conduct

The CSB and SJU prohibit the following forms of Sexual Misconduct: Title IX Sexual Harassment, Non-Title IX Sexual Harassment, Sexual Exploitation, Sexual Assault, Domestic Violence, Dating Violence, and Stalking, as each term is defined below. Aiding others in acts of Sexual Misconduct also violates this Policy.

A. Title IX Sexual Harassment

As used in this Policy, Title IX Sexual Harassment includes conduct on the basis of sex that satisfies one or more of the following definitions, when the conduct occurs (1) in CSB and/or SJU's education program or activity and (2) against a person in the United States.

- a. **Title IX Quid Pro Quo Harassment:** Title IX Quid Pro Quo Harassment occurs when an employee of CSB and/or SJU, including a student-employee, conditions the provision of an aid, benefit, or service of CSB or SJU on an individual's participation in unwelcome sexual conduct. Such unwelcome sexual conduct could include, but is not limited to, sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal, nonverbal, or physical conduct or communication of a sexual nature.
- b. **Title IX Hostile Environment Harassment:** Title IX Hostile Environment Harassment is unwelcome conduct on the basis of sex determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the CSB and/or SJU's education program or activity.

Multiple instances of the following conduct, or other unwelcome conduct on the basis of sex, may constitute Title IX Hostile Environment Harassment:

- Unwelcome sexual flirtations, advances, or propositions;
- Requests for sexual favors;
- Punishing or threatening to punish a refusal to comply with a sexual-based request;

- Offering a benefit (such as a grade, promotion, or athletic participation) in exchange for sexual favors or other verbal or physical conduct of a sexual nature;
- Verbal abuse of a sexual nature, obscene language, gender- or sexually-oriented jokes, verbal commentary about an individual's body, sexual innuendo, and gossip about sexual relations;
- The display of derogatory or sexually suggestive posters, cartoons, drawings, or objects, or suggestive notes or letters or e-mails or text messages or in a public space;
- Visual conduct such as leering or making gestures;
- Sexually suggestive comments about an individual's body or body parts, or sexual degrading words to describe an individual;
- Unwanted kissing;
- Unwelcome touching of a sexual nature such as patting, pinching or brushing against another's body;
- Unwelcome verbal or physical conduct against an individual related to the individual's gender identity or the individual's conformity or failure to conform to gender stereotypes;
- Cyber or electronic harassment on the basis of sex.

The circumstances that may be considered when determining whether conduct was so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the CSB and/or SJU's education program or activity include, but are not limited to:

- The frequency of the conduct;
 - The nature and severity of the conduct;
 - Whether the conduct was physically threatening;
 - The effect of the conduct on the victim's mental or emotional state;
 - Whether the conduct was directed at more than one person;
 - Whether the conduct arose in the context of other discriminatory conduct;
 - Whether the conduct was merely a discourteous, rude, or insensitive statement;
 - Whether the speech or conduct deserves the protection of academic freedom.
- c. **Sexual Assault, Domestic Violence, Dating Violence, and Stalking:** as those terms are defined below (when such conduct occurs (1) in CSB and/or SJU education program or activity and (2) against a person in the United States).

At a minimum, the Institutions' **education program or activity**

- includes all of the operations of the Institutions, including
- i. locations on campus or otherwise owned or controlled by CSB or SJU, such as residence halls and learning spaces,
 - ii. locations, events, or circumstances over which CSB and/or SJU exercised substantial control over both the respondent and the context in which the alleged Sexual Misconduct occurred, such as CSB and SJU athletic events and other CSB or SJU-sponsored off-campus activities, and
 - iii. any building owned or controlled by a student organization that is officially recognized by CSB or SJU.

Whether alleged conduct occurred in CSB or SJU's education program or activity is a fact specific analysis.

B. Non-Title IX Sexual Harassment

While Title IX requires that the alleged conduct meet a certain threshold before it is considered Title IX Sexual Harassment, the Institutions prohibit unwelcome conduct on the basis of sex

- a. that may not rise to the level of Title IX Sexual Harassment (as defined above),
- b. that did not occur in the Institutions' education program or activity, but may nevertheless cause or threaten to cause a unacceptable disruption at the Institutions or interfere with an individual's right to a non-discriminatory educational or work environment, or
- c. that did not occur against a person in the United States.

As used in this Policy, Non-Title IX Sexual Harassment is unwelcome conduct of a sexual nature, including sexual advances, requests for sexual favors, offensive comments or other conduct based on sex, sexually motivated physical contact, or other verbal, nonverbal, or physical conduct or communication of a sexual nature, when:

- submission to that conduct is made, either explicitly or implicitly, a term or condition of an individual's educational experience or employment, or the individual's submission or rejection of such conduct is used as the basis of an educational program or activity decision or employment decision affecting such individual ("quid pro quo" harassment); or
- such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's employment or education, or of creating an intimidating, hostile, or offensive employment or educational environment ("hostile environment" harassment).

Examples of Non-Title IX Hostile Environment Harassment may include the same type of conduct listed above for Title IX Hostile Environment Harassment, when such conduct

- i. does not rise to the level of being so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Institutions' education program or activity;
- ii. does not occur in the Institutions' education program or activity; or
- iii. does not occur against a person in the United States.

C. Sexual Exploitation

Sexual Exploitation occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited. Examples of Sexual Exploitation may include, but are not limited to:

- Intentional and repeated invasion of sexual privacy without consent (e.g., walking into the other person's room or private space without consent);
- Prostituting another person;
- Taking of or distribution of photographs/images, video or audio recording, or electronically broadcasting (e.g., with a web cam) a sexual activity without consent;

- Intentional removal or attempted removal of clothing that exposes an individual's bra, underwear, or intimate body part, or that is otherwise sexual in nature, without consent;
- Intentionally allowing others to view/hear a sexual encounter (such as letting individuals hide in the closet or watch consensual sex) without consent;
- Viewing or permitting someone else to view another's sexual activity or intimate body parts, in a place where that person would have a reasonable expectation of privacy, without consent;
- Engaging in voyeurism without consent;
- Exposing one's genitals or breasts in non-consensual circumstances;
- Inducing another to expose his or her genitals or breasts in non-consensual circumstances;
- Knowingly transmitting a sexually transmitted disease or sexually transmitted infection to another person without his or her knowledge and consent;
- Ejaculating on another person without consent;
- Distributing or displaying pornography to another in non-consensual or unwelcomed circumstances.

Conduct cannot constitute both (1) Sexual Exploitation and (2) Title IX Sexual Harassment or Non-Title IX Sexual Harassment. Accordingly, if conduct is determined to be part of a finding of hostile environment harassment pursuant to either the Title IX Sexual Harassment or Non-Title IX Sexual Harassment definition, then that conduct will not separately be analyzed as Sexual Exploitation.

D. Sexual Assault

Sexual Assault is any actual or attempted sexual contact, including penetration and contact with any object, with another person without that person's consent. As used in this Policy, sexual contact includes intentional contact by the accused with the victim's intimate parts (genital area, groin, inner thigh, buttocks, or breasts), whether clothed or unclothed; touching another with any of these body parts, whether clothed or unclothed; coerced touching by the victim of another's genital area, groin, inner thigh, buttocks, or breasts, whether clothed or unclothed; or forcing another to touch oneself with or on any of these body parts. Sexual Assault includes but is not limited to an offense that meets any of the following definitions:

- Rape: the penetration, no matter how slight, of the vagina or anus with any body part or object, oral penetration by a sex organ of another person, or oral contact with the sex organ of another person, without the consent of the victim.
- Fondling: the touching of the intimate parts (genital area, groin, inner thigh, buttocks, or breast) of another person for the purpose of sexual gratification, without the consent of the victim.
- Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Statutory rape: sexual intercourse with a person who is under the statutory age of consent; in Minnesota, the age of consent is 16.

Sexual Assault also is prohibited by Minnesota law. See Minnesota Statutes Section 609.341 et seq. or the State Law

Definitions section below for applicable criminal law definitions of criminal sexual conduct.

E. Dating Violence

Dating Violence is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined with consideration of the following factors:

- i. the length of the relationship;
- ii. the type of relationship; and
- iii. the frequency of interaction between the persons involved in the relationship.

Dating Violence includes, but is not limited to, sexual or physical abuse, such as physical harm, bodily injury, or criminal assault, or the threat of such abuse. For purposes of this Dating Violence definition, consent will not be a defense to a complaint of physical abuse. Dating Violence does not include acts covered under the definition of Domestic Violence.

F. Domestic Violence

As used in this Policy, Domestic Violence includes a felony or misdemeanor crime committed by a current or former spouse or intimate partner of the victim under Minnesota family or domestic violence laws (or if the crime occurred outside of Minnesota, the jurisdiction in which the crime occurred).

Domestic Violence is prohibited by Minnesota law. See Minnesota Statutes Section 518B.01; 609.2242 or the State Law Definitions section below for applicable criminal law definitions relating to Domestic Violence. While not exhaustive, the following are examples of conduct that can constitute Domestic Violence:

- a. physical harm, bodily injury or assault;
- b. the infliction of fear of imminent physical harm, bodily injury, or assault; or
- c. terroristic threats, criminal sexual conduct, or interference with an emergency call.

For purposes of this Domestic Violence definition, consent will not be a defense to a complaint of physical abuse.

G. Stalking

Stalking is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. fear for his or her safety or the safety of others; or
- b. suffer substantial emotional distress.

Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through others (by any action, method, device, or means), follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person's property. For purposes of this definition, not all communication about a person will be considered to be directed at that person.

Reasonable person means a reasonable person in the victim's circumstances.

Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or professional treatment or counseling.

Stalking behavior may include, but is not limited to:

- Repeated, unwanted and intrusive communications by phone, mail, text message, and/or email or other electronic communications, including social media;
- Repeatedly leaving or sending the victim unwanted items, presents, or flowers;
- Following or lying in wait for the victim at places such as home, school, work, or recreational facilities;
- Making direct or indirect threats to harm the victim, or the victim's children, relatives, friends, or pets;
- Damaging or threatening to damage the victim's property;
- Repeatedly posting information or spreading rumors about the victim on the internet, in a public place, or by word of mouth, that would cause a person to feel threatened or intimidated;
- Unreasonably obtaining personal information about the victim.

Stalking is also prohibited by Minnesota law. See Minnesota Statutes Section 609.749 or the State Law Definitions section below for applicable definitions of criminal Stalking.

H. Retaliation and Interference with Process

Retaliation and Interference with Process is any act of intimidation, threat, coercion, or discrimination or any other adverse action or threat thereof against any individual for the purpose of interfering with any right or privilege secured by Title IX, its regulations, or this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy. Encouraging or assisting others to engage in retaliation or to interfere with the process are also considered Retaliation/Interference with Process and violate this Policy. While the Institutions do not prohibit the parties from discussing the allegations in a formal complaint, acts that could constitute Retaliation and Interference with Process may include, but are not limited to: acts or comments that are intended to discourage a person from engaging in activity protected under this Policy or that would discourage a reasonable person from engaging in activity protected under this Policy; acts or comments that are intended to influence whether someone participates in the complaint resolution process, including the live hearing; acts or comments intended to embarrass the individual; adverse changes in employment status or opportunities; adverse academic action; and adverse changes to academic, educational, and extra-curricular opportunities. Retaliation and Interference with Process may be in person, through social media, email, text, and other forms of communication, representatives, or any other person. Retaliation and Interference with Process may be present against a person even when the person's allegations of Sexual Misconduct are unsubstantiated.

The Institutions are committed to protecting the rights of the complainant, the respondent, and anyone else involved in the complaint resolution process. Any conduct constituting Retaliation or Interference with Process is a violation of this Policy, which is subject to disciplinary action up to and including termination of employment or expulsion. Concerned individuals should report acts of retaliation to the Title IX Coordinators. For more information, see Section XII. Complaints of Related Misconduct below.

I. Consensual Relationships

In some cases, consensual romantic or sexual relationships may form the basis for a claim of Title IX or Non-Title IX Sexual Harassment. These relationships are particularly complex when there is a power imbalance between the individuals involved in the relationship. Such relationships may also affect other members of the campus community adversely and give rise to conflict of interest concerns when there is real or perceived favorable treatment or an unacceptable work environment. Refer to the policies on Consensual Romantic or Sexual Relationships for further information at <https://www.csbsju.edu/about/non-discrimination-statement> (<https://www.csbsju.edu/about/non-discrimination-statement/>). Allegations of a violation of the Consensual Romantic or Sexual Relationship policies will be handled separately from this Policy and are not subject to the Sexual Misconduct Complaint Resolution Process set out in the Procedures.

VII. Confidentiality

The Institutions encourage individuals who have experienced Sexual Misconduct to talk to someone about what happened. Privacy and confidentiality have distinct meanings under this Policy. Different people on campus have different legal reporting responsibilities, and different abilities to maintain privacy or confidentiality, depending on their roles at CSB and/or SJU.

In making a decision about whom to contact for support and information, it is important to understand that most of the Institutions' employees are not confidential resources, and are therefore obligated to report to CSB and/or SJU any information they receive about Sexual Misconduct. Persons who have experienced Sexual Misconduct are encouraged to consider the following information in choosing whom to contact for information and support, and are encouraged to ask about a person's ability to maintain confidentiality before offering any information about alleged Sexual Misconduct.

A. Confidential Resources

The Institutions recognize that some individuals may wish to keep their concerns confidential. Confidential communications are those communications which cannot be disclosed to another person, without the reporter's consent, except under very limited circumstances such as allegations involving the physical abuse, sexual abuse, or neglect of a child (under the age of 18) or vulnerable adult or an imminent threat to the life of any person. Individuals who desire the details of Sexual Misconduct to be kept confidential should speak with a medical professional, professional counselor, professionals at CSB and SJU and in the community, including designated staff members in Counseling and Health Promotion and CSB Health Services, ordained clergy (when bound by the seal of sacramental confession), the Central MN Sexual Assault Center,

the Employee Assistance Program, and care providers at the St. Cloud Hospital. Individuals that desire the details of the incident be kept confidential should contact any of the following confidential resources:

CSB/SJU Counseling and Health Promotion

Well-Being Center – CSB/SJU ([csbsju.edu](https://www.csbsju.edu/well-being-center/)) (<https://www.csbsju.edu/well-being-center/>)
 CSB Campus
 Lottie Hall, Lower level
 320-363-3236

SJU Campus
 Mary Hall #10
 320-363-3236

CSB/SJU Health Services

Well-Being Center – CSB/SJU ([csbsju.edu](https://www.csbsju.edu/well-being-center/)) (<https://www.csbsju.edu/well-being-center/>)
 CSB Lottie Hall, Lower Level or SJU Mary Hall, Lower Level
 320-363-5605

Central MN Sexual Assault Center

www.cmsac.org (<http://www.cmsac.org>)
 15 Riverside Drive NE Saint Cloud, MN 56304
 320 251-4357 or 1-800-237-5090

CSB/SJU Employee Assistance Program

VITAL WorkLife Employee Assistance Program (EAP) – CSB/SJU ([csbsju.edu](https://www.csbsju.edu/about/family-friendly-resources/eap/)) (<https://www.csbsju.edu/about/family-friendly-resources/eap/>)

Vital WorkLife

800-383-1908

St. Cloud Hospital

www.centracare.com/locations/centracare-st-cloud-hospital/ (<http://www.centracare.com/locations/centracare-st-cloud-hospital/>)
 1406 6th Ave N
 Saint Cloud, MN 56303 320-251-2700

Ordained Clergy, when bound by the seal of sacramental confession

Note that conversations with clergy members outside the seal of confession are not confidential.

A person who speaks to a confidential resource should understand that if the person does not report the concern to a non-confidential resource at CSB or SJU, the Institutions will be unable to provide certain supportive/interim measures that would require involvement from the Institutions (such as issuing a no-contact order), conduct an investigation into the particular incident, or pursue disciplinary action. Individuals who first speak with a confidential resource may

later decide to file a formal complaint with CSB or SJU or report the incident to local law enforcement.

B. Non-Confidential Communications

Non-confidential communications are those communications with any CSB or SJU employee who is not a confidential resource. Only confidential resources can promise confidentiality. All other CSB and SJU employees who become aware of incidents or allegations of Sexual Misconduct have a responsibility to report the matter to a Title IX Coordinator. CSB and SJU employees who are not confidential resources will strive to remind an individual of their reporting obligations before the individual has disclosed a situation that requires reporting to a Title IX Coordinator.

Although most CSB and SJU employees cannot promise confidentiality, the Institutions are committed to protecting the privacy of individuals involved in a report of Sexual Misconduct. Allegations of Policy violations will be considered private and will only be shared with other CSB and/or SJU employees on a need-to-know basis, as permitted by law, even if the individuals involved do not specifically request confidentiality. The Institutions will keep confidential the identity of any individual who has made a report or filed a formal complaint alleging a violation of this Policy, as well as any complainant, respondent, and witness, except as permitted by law or to carry out the complaint resolution process pursuant to this Policy. Allegations of Sexual Misconduct will not be shared with law enforcement without the consent of the individual who has alleged the Sexual Misconduct, unless the allegations relate to physical abuse, sexual abuse, or neglect of a child under the age of 18 (see Section IX.D. Mandatory Reporting Concerning Minors below for more information) or unless CSB and/or SJU are compelled to do so pursuant to a subpoena or court order.

In addition, although the Institutions will strive to protect the privacy of all individuals involved to the extent possible consistent with the Institutions' legal obligations, CSB and/or SJU may be required to share information with individuals or organizations outside the Institutions under reporting or other obligations under federal and state law, such as reporting of Clery Act crime statistics and mandatory reporting of child abuse and neglect. In addition, if there is a criminal investigation or civil lawsuit related to the alleged misconduct, CSB and/or SJU may be subject to a subpoena or court order requiring CSB and/or SJU to disclose information to law enforcement and/or the parties to a lawsuit. In these cases, personally identifying information will not be reported to the extent allowed by law and, if reported, affected students will be notified consistent with the Institutions' responsibilities under FERPA, as allowed by law.

C. Requests for Confidentiality or Non-Action

When CSB and/or SJU receive a report of Sexual Misconduct, the Institutions have a legal obligation to respond in a timely and appropriate manner. Making a report to CSB or SJU does not require an individual to begin or participate in a complaint resolution process or to report to local law enforcement. However, based on the information gathered, the Institutions may determine that they have a responsibility to move forward with the complaint resolution process (even without the participation of the complainant). In a

situation in which the complainant requests that their name or other identifiable information not be shared with the respondent, or that no action be taken against the respondent, the Institutions will evaluate the request considering the following factors: the seriousness of the alleged misconduct, the respective ages and roles of the complainant and respondent, whether there have been other Sexual Misconduct complaints about the same respondent, whether the respondent has a history of arrests or records from a prior school indicating a history of Sexual Misconduct, whether the respondent threatened further Sexual Misconduct or other violence against the complainant or others, whether the Sexual Misconduct was committed by multiple respondents, whether the Sexual Misconduct was perpetrated with a weapon, whether the Institutions possess other means to obtain relevant evidence of the Sexual Misconduct (e.g., security footage, eyewitness, physical evidence), whether the report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol, at a given location, or by a particular group), and the extent of any threat to the Institutions' community.

The Institutions will take all reasonable steps to investigate and respond to the report consistent with the request for confidentiality or request not to pursue an investigation made by the complainant; however, the scope of the response by the Institutions may be impacted or limited based on the nature of the complainant's request. The Institutions will likely be unable to conduct an investigation into the particular incident or to pursue disciplinary action against the respondent and also maintain confidentiality. Action while honoring the complainant's request could include steps to limit the effects of the alleged Sexual Misconduct and prevent its recurrence that do not involve an investigation or disciplinary action against the respondent or reveal the identity of complainant.

The Institutions will strive to accommodate the complainant's requests for confidentiality or non-action in most cases, to the extent possible consistent with the Institutions' legal obligations. There may be times when, in order to provide a safe, non-discriminatory environment for all students and employees, the Institutions may not be able to honor a complainant's request for confidentiality or non-action. The presence of one or more of the factors above could lead the Institutions to move forward with a complaint resolution process (even without the participation of the complainant). In this instance, a Title IX Coordinator will inform the complainant and may, at the complainant's request, communicate to the respondent that the complainant asked the Institutions not to investigate and that the Institutions determined it needed to do so. A complainant can choose not to participate in any complaint resolution process.

In instances where the Institutions move forward with a complaint resolution process without the participation of the complainant, the complainant will have the same rights as provided to a complainant under this Policy even if the complainant did not sign the formal complaint.

D. Clery Act Reporting and Timely Warning

Pursuant to the Clery Act, the Institutions include statistics about certain offenses in its annual security report and provides those statistics to the United States Department of Education and Minnesota Office of Higher Education in a manner that does not include any personally identifying information about individuals

involved in an incident. In addition, the Clery Act requires the Institutions to issue a crime alert (timely warning) to the campus community about certain reported offenses which may represent a serious or continuing threat to students and employees. The timely warning may include that an incident has been reported, general information surrounding the incident, and how incidents of a similar nature might be prevented in the future. The timely warning will not include any identifying information about the complainant. In addition, publicly available recordkeeping, including Clery Act reporting and disclosures such as the annual security report and daily crime log, will not include names or other information that may personally identify either party, to the extent permitted by law. To ensure that a complainant's and respondent's personally identifying information will not be included in publicly available recordkeeping, a Title IX Coordinator will describe the alleged incidents by removing the complainant's and respondent's names and any other identifiers that would enable the public to identify either party in the context of the incident report.

All of the Institutions' complaint resolution processes are conducted in compliance with the requirements of FERPA, the Clery Act, Title IX, and state and federal law. No information shall be released from such processes except as required or permitted by law and CSB and/or SJU policy.

Minnesota law requires institutions to collect statistics, without inclusion of any personally identifying information, regarding the number of reports of Sexual Assault received by an institution and the number of types of resolutions. See Minnesota Statute Section 135A.15. Data collected for purposes of submitting annual reports containing those statistics to the Minnesota Office of Higher Education under Minn. Stat. 135A.15 shall only be disclosed to the complainant, persons whose work assignments reasonably require access, and, at the complainant's request, police conducting a criminal investigation. Nothing in this paragraph is intended to conflict with or limits the authority of the Institutions to comply with other applicable state or federal laws.

Employees who are confidential resources contribute to the Institutions' statistical reporting requirements by reporting non-identifying information about reports they have received.

VIII. Reporting Sexual Misconduct

A. Reporting to CSB and/or SJU

Because of the significant interaction between students and employees of CSB and SJU, the institutions have determined that reports of Sexual Misconduct at one institution shall be shared with the other institution so that each institution can take appropriate measures.

The Institutions encourage anyone who has experienced or knows of Sexual Misconduct to report the incident to CSB and/or SJU. An individual may report Sexual Misconduct to CSB and/or SJU by contacting the following:

Title IX Coordinators

CSB Title IX Coordinator:

Tamara Hennes-Vix
thennesvi001@csbsju.edu
320-363-5943
37 South College Ave.
Lower Lottie Hall, Office 032
Saint Joseph, MN 56374

SJU Interim Title IX Coordinator:

Patricia Weishaar
pweishaar@csbsju.edu
320-363-2113
2850 Abbey Plaza
Emmaus Hall, Office 139
Collegeville, MN 56321

Deputy Title IX Coordinators

CSB Deputy Title IX Coordinators:

Mary Geller
Associate Provost for Student Success
mgeller@csbsju.edu
320-363-5601

Jody Terhaar
Dean of Students and Senior Student Affairs Officer
jterhaar@csbsju.edu
320-363-5270

Chantel Braegelmann
Senior Human Resources Partner
cbraegelm001@csbsju.edu
320-363-5071

Marcia Mahlum
Assistant Dean of Students
mmahlum@csbsju.edu
320-363-5992

Kelly Anderson Diercks
Athletic Director, CSB
KellyAD@csbsju.edu
320-363-5201

SJU Deputy Title IX Coordinators:

Mary Geller
Associate Provost for Student Success
mgeller@csbsju.edu
320-363-5601

Mike Connolly

Dean of Students and Senior Student Affairs Officer
 mconnolly@csbsju.edu
 320-363-2737

Chantel Braegelmann
 Senior Human Resources Partner
 cbraegelm001@csbsju.edu
 320-363-5071

Scott Bierscheid
 Head Athletic Trainer
 Sbierscheid@csbsju.edu
 320-363-3813

Shawn Colberg
 Dean, School of Theology and Seminary
 scolberg@csbsju.edu
 320-363-3188

Safety and Security

CSB Department of Security

csbsecurity@csbsju.edu
 320-363-5000
 37 South College Avenue
 St. Joseph, MN 56374
<https://www.csbsju.edu/csb-security> (<https://www.csbsju.edu/csb-security/>)

SJU Life Safety Services

lsafety@csbsju.edu
 320-363-2144
 St. Thomas Hall Basement
 Collegeville, MN 56321
<https://www.csbsju.edu/sju-life-safety-services> (<https://www.csbsju.edu/sju-life-safety-services/>)

CSB and SJU take all reports seriously. Reports can be made by telephone, via email, via mail, or in person. Reports may be made at any time, including non-business hours by phone, email, mail, or the Institutions' website through the online form: <https://www.csbsju.edu/title-ix/self-report> (<https://www.csbsju.edu/title-ix/self-report/>).

Reports to the Institutions should include as much information as possible, including the names of the complainant, the respondent, and any other involved individuals, and the date, time, place, and circumstances of the incident, to enable the Institutions to respond appropriately.

When CSB or SJU receives a report of Sexual Misconduct, a Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures with or without the filing of a formal complaint and to explain the process of filing a formal complaint. When a student or employee reports to CSB or SJU that

they have been a victim of Sexual Misconduct, whether the offense occurred on or off campus, the Institutions will provide the student or employee with a written explanation of the student's or employee's rights and options and procedures victims should follow.

If an individual has made a report to a CSB or SJU employee who is not a confidential resource and has not yet heard from a Title IX Coordinator, please report directly to a Title IX Coordinator.

B. Employee Reporting Obligations

All CSB and SJU employees who are not confidential resources and who obtain or receive information regarding possible Sexual Misconduct must report that information to a Title IX Coordinator. Student employees who receive such information in the course of their work position or duties must report the information to a Title IX Coordinator.

Incidents that must be reported by CSB or SJU employees and student employees include:

- Incidents personally observed;
- Incidents that are reported to the employee or student employee; and
- Incidents of which the employee or student employee otherwise becomes aware

Such report should be made as soon as possible and should include all relevant details needed to assess the situation. This includes, to the extent known, the names of the complainant, respondent, and other individuals involved in the incident, as well as relevant facts, including the date, time, and location.

Employees and student employees who receive such reports should not attempt to "investigate" the allegation or require the reporting individual to provide all of the details surrounding the alleged Sexual Misconduct. To the extent the reporting individual provides detail, that information should be provided to a Title IX Coordinator. Upon receiving a report of alleged or possible Sexual Misconduct, the Title IX Coordinator will evaluate the information received and determine what further actions should be taken consistent with the complaint resolution process and this Policy.

CSB and/or SJU employees who are not confidential resources and student employees who receive a report of Sexual Misconduct should bring the report directly to a Title IX Coordinator and should not share information about the report with any other individual. If the individual is uncertain whether the information should be reported to a Title IX Coordinator, the individual should seek guidance from a Title IX Coordinator before providing the Title IX Coordinator with any identifiable information regarding the report. Failure of a CSB and/or SJU employee who is not a confidential resource or a student employee to report allegations of Sexual Misconduct to a Title IX Coordinator may result in disciplinary action.

If an individual has made a report to a CSB and/or SJU employee who is not a confidential resource and has not yet heard from a

Title IX Coordinator, they should make the report directly to a Title IX Coordinator. Anonymous Report

C. Anonymous Reports

The Institutions will accept anonymous reports of Sexual Misconduct. Reports may be filed anonymously using the Institutions' online reporting form: <https://www.csbsju.edu/title-ix/self-report> (<https://www.csbsju.edu/title-ix/self-report/>). The individual making the report is encouraged to provide as much detailed information as possible to allow the Institutions to investigate the report and respond as appropriate. The Institutions will likely be limited in their ability to investigate an anonymous report unless sufficient information is furnished to enable the Institutions to conduct a meaningful investigation. A Title IX Coordinator will receive anonymous reports and meet with the Title IX team to determine the best way to respond.

D. Mandatory Reporting Concerning Minors

Any CSB or SJU employee who becomes aware of the abuse (physical or sexual) or neglect of a child under the age of 18 on campus or in connection with any CSB and/or SJU event, program, or activity must report it immediately to a Title IX Coordinator. In addition, as a mandatory reporter under Minnesota law, such individuals must also immediately report the abuse or neglect to the local welfare agency responsible for assessing or investigating the report, police department, or county sheriff.

E. Reporting to Law Enforcement

Some types of Sexual Misconduct prohibited by this Policy, such as Sexual Assault, also constitute criminal conduct. Individuals who believe they may have been subjected to criminal Sexual Misconduct are strongly encouraged to notify local law enforcement authorities, CSB Security or SJU Life Safety. The Institutions will comply with an individual's request for assistance in notifying authorities. The Institutions will, at the direction of law enforcement, provide complete and prompt assistance in obtaining, securing, and maintaining evidence in connection with criminal conduct that violates this Policy. Individuals also have the option to decline to notify law enforcement.

Individuals may file a criminal complaint and a formal complaint under this Policy simultaneously. Reporting to law enforcement is not necessary for the Institutions to proceed with a complaint resolution process.

If you would like to report Sexual Misconduct to law enforcement, for incidents occurring on the CSB campus in the St. Joseph community, contact the St. Joseph Police by calling (320) 363-8250; for incidents occurring on the SJU campus, contact the Stearns County Sheriff's Department by calling (320) 251-1200; and for incidents occurring in St. Cloud, contact the St. Cloud Police by calling (320) 251-1200. Ask to speak to an officer regarding a sexual assault. If you are not comfortable indicating the specific reason for the call, you can ask to speak with an officer regarding a possible crime. The Institutions are available to support you during this process.

Minnesota law provides individuals who report crimes to law enforcement with certain rights. For further information, consult

Crime Victim Rights (<http://dps.mn.gov/divisions/ojp/help-for-crime-victims/Pages/crime-victims-rights.aspx>), a publication of the Minnesota Department of Safety, or Minnesota Statutes Chapter 611A.

F. Harassment Orders, Protective Orders and No-Contact Orders

Individuals who would like to avoid contact with another individual have several options available to them, including seeking a harassment restraining order or protective order from a civil court or requesting a no-contact order from the Institutions.

Harassment restraining orders and orders for protection are legal orders issued by a state court which forbid someone from harassing and/or making contact with another. A harassment restraining order is a court order issued against an alleged harasser, regardless of the relationship between the alleged harasser and the alleged victim, which orders the harasser to stop harassing the victim and/or to have no contact with the victim. An order for protection is a civil court order that protects one family or household member from domestic abuse by another family or household member. The Institutions do not issue harassment restraining orders or orders for protection; however, petition forms to apply for a harassment restraining order or to seek an order for protection are available at the Court Administration Office located at the Stearns County District Courthouse, 725 Courthouse Square, St. Cloud, MN 56303 or online from the Minnesota Judicial Branch website, <http://www.mncourts.gov/GetForms.aspx?c=17#subcat39>. The telephone number for the Court Administrator is (320) 656-3620. More information about writing and filing a petition for a restraining order is available at <https://www.stearnscountymn.gov/455/Orders-for-Protection> (<https://www.stearnscountymn.gov/455/Orders-for-Protection/>).

A no-contact order is a directive issued by the Institutions that prohibits both parties from communication or contact with another. Generally, no-contact orders issued prior to the conclusion of the complaint resolution process will be mutual and serve as notice to both parties that they must not have verbal, electronic, written, or third-party communication with one another. To request a no-contact order from the CSB and/or SJU, individuals should contact a Title IX Coordinator.

The Institutions are responsible for honoring requests for information about available options for orders for protection, restraining orders, and no-contact orders and have a responsibility to comply with and enforce such orders. To request additional information about available options for orders for protection, restraining orders, and no-contact orders, contact a Title IX Coordinator. An order of protection and/or harassment restraining order can be enforced by contacting local law enforcement. A no-contact order issued by CSB and/or SJU may be enforced by contacting CSB Security, SJU Life Safety or a Title IX Coordinator. The Institutions will fully cooperate with any harassment restraining order and/or order for protection issued by a criminal, civil, or tribal court.

G. Crime Victims Bill of Rights

Pursuant to state law, victims of crime must be informed of their rights under the Crime Victims Bill of Rights. The following is a summary of crime victims' rights under Minnesota law.

- When a crime is reported to law enforcement, victims have the right to:
- Request that their identity be kept private in reports available to the public;
- Be notified of crime victim rights and information on the nearest crime victim assistance program or resource;
- Apply for financial assistance for non-property losses related to a crime;
- Participate in prosecution of the case, including the right to be informed of a prosecutor's decision to decline prosecution or dismiss their case;
- Protection from harm, including information about seeking a protective or harassment order at no cost;
- Protection against employer retaliation for taking time off to attend protection or harassment restraining order proceedings; and
- Assistance from the Crime Victims Reparations Board and the Commissioner of Public Safety.

Victims of domestic abuse also have the right to terminate a lease without penalty. Victims of Sexual Assault have the right to undergo a confidential Sexual Assault examination at no cost, make a confidential request for HIV testing of a convicted felon, and are not required to undergo a polygraph examination in order for an investigation or prosecution to proceed. In cases of domestic abuse and violent crime where an arrest has been made, victims also have the right to be provided notice of the release of the offender, including information on the release conditions and supervising agency.

Complete information about crime victims' rights can be found at: <https://dps.mn.gov/divisions/ojp/help-for-crime-victims/Pages/crime-victims-rights.aspx>

Information about victims' rights is also available from the Title IX Coordinators or from the Minnesota Department of Public Safety, Office of Justice Programs, and in Minnesota Statutes Chapter 611A.

H. Waiver of Drug, Alcohol or Open House Policy Violations

CSB and SJU strongly encourage students to report instances of Sexual Misconduct. Therefore, any student who makes a good faith report about Sexual Misconduct and/or who participates in a Complaint Resolution Process will not be disciplined by CSB or SJU for any violation of the institutions' drug, alcohol, or open house policies in which they might have engaged in connection with the reported incident, except as outlined in this section. CSB or SJU may still require the individual to participate in educational or restorative action. In addition, a waiver may not be extended in instances where the conduct constituting a violation of the Institutions' drug, alcohol, or open house policies causes harm to any individuals or where the conduct constitutes a felony crime. In such cases, the Institutions may still pursue disciplinary action for the alleged violation of the Institutions' drug, alcohol, or open house policies.

I. Emergency Removal

The Institutions reserve the right to remove a student respondent, in whole or in part, from the CSB and/or SJU education program or activity on an emergency basis. Prior to removing the student respondent on an emergency basis, the Institutions will undertake an individualized safety and risk analysis and will determine that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Misconduct justifies removal. If a student respondent is removed on an emergency basis, the Institutions will provide the student respondent with notice and an opportunity to challenge the decision immediately following the removal.

J. Administrative Leave

The Institutions reserve the right to place a non-student employee respondent on administrative leave during the pendency of the complaint resolution process.

An employee may also be assigned other duties during the pendency of the complaint resolution process.

IX. General Provisions for Complaint Resolution Process

When CSB or SJU receive a formal complaint of a potential Policy violation, the Institutions will promptly and equitably respond to the formal complaint pursuant to the guidelines and procedures set forth below. The Institutions will provide a fair and impartial complaint resolution process. A fair process is one that treats the parties equitably, provides complainant an opportunity to file a formal complaint alleging a violation of the Policy and an opportunity to present evidence of the allegations prior to a decision on responsibility, provides respondent notice of the allegations and an opportunity to respond to and present evidence related to those allegations prior to a decision on responsibility, and provides both parties an opportunity to challenge the credibility of the other party and any witnesses prior to a decision on responsibility. In cases involving allegations of Sexual Misconduct that is not Title IX Sexual Harassment, the ability to challenge credibility is accomplished through the parties' ability to suggest questions to be asked of the other party and witnesses during the investigation, through the Written Response Statements in response to the investigation report, and through the Written Rebuttal Statements in response to the other party's Written Response Statement as discussed in Section XI. Procedures for Sexual Misconduct Complaint Resolution below.

Each complaint resolution process will require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the Institutions and not on the parties. The Institutions will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The Institutions will not 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 made and maintained in connection with the provision of treatment to the

party, unless the recipient obtains that party's voluntary, written consent to do so for a complaint resolution process.

This Policy provides different procedures depending on the particular circumstances of a case, including the type of Sexual Misconduct that is alleged. Upon receiving a formal complaint, a Title IX Coordinator will make a preliminary determination of the procedures that will apply to the complaint resolution process. The procedures in the formal process for all cases of Sexual Misconduct are the same through the investigation phase. Prior to providing access to information at the end of the investigation phase, a Title IX Coordinator will make a final determination as to the procedures that will apply to the access to information phase and the adjudication phase.

If a formal complaint includes both an allegation of Title IX Sexual Harassment and an allegation of Sexual Misconduct that does not meet the definition of Title IX Sexual Harassment, the College reserves the right to process the allegations in the same complaint resolution process or to separate the allegations into separate complaint resolution processes.

A. Trained Officials

Each complaint resolution process will be conducted by individuals, including coordinators, investigators, Title IX Hearing Panel members, and any person who facilitates an informal resolution process, who do not have a conflict of interest or bias for or against complainants or respondents generally or for or against the individual complainant or respondent. In addition, those individuals will receive annual training on the definition of Title IX Sexual Harassment; the scope of CSB and/or SJU's education program or activity; how to conduct an investigation and complaint resolution process, including hearings, appeals, and informal resolution processes, as applicable; how to serve impartially, including by avoiding prejudgment of the facts at interest, conflicts of interest, and bias; issues related to sexual harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking; and how to conduct an investigation and decision-making process that protects the safety of all and promotes accountability. Investigators will receive training on issues of relevance to create an investigation report that fairly summarizes relevant evidence. Title IX Hearing Panel members will receive training on any technology to be used at a live hearing and issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. The training is free of bias such as sex stereotypes or generalizations, promotes impartial investigations and adjudications, and includes the following topics, as applicable: relevant evidence and how it should be used, proper techniques for questioning witnesses, basic rules for conducting proceedings, avoiding actual or perceived conflicts of interest, and the Institutions' policies and procedures.

B. Rights of the Complainant and Respondent

In all Sexual Misconduct complaint resolution processes under this Policy, the complainant and respondent are entitled to:

- be treated with respect, sensitivity, and dignity;
- appropriate support from the Institutions;
- privacy to the extent possible based on applicable law and this Policy;
- information on the Policy and procedures;
- written explanation of available resources;

- the right to participate or decline to participate in the complaint resolution process, with the acknowledgement that not participating, either totally or in part, may not prevent the process from proceeding with the information available;
- be free from retaliation as defined in this Policy;
- equitable procedures that provide both parties with a prompt and equitable complaint resolution procedure conducted by officials who receive annual training on conduct prohibited by the Policy;
- notice of the allegations and defenses and an opportunity to respond;
- an equal opportunity to identify relevant witnesses and other evidence and to suggest possible topics to be covered with witnesses during the formal complaint resolution process;
- written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings at which the party's participation is invited or expected, with sufficient time for the party to prepare to participate;
- timely notice of meetings that are part of the complaint resolution process at which the complainant or respondent may be present;
- the right to appeal the decision and/or the dismissal of a formal complaint in certain circumstances as discussed in Section XI.G.7. Appeal below;
- the right to notification, in writing, of the resolution, including the outcome of any appeal;
- the right to the assistance of campus personnel (during and after the complaint process), in cooperation with the appropriate law enforcement authorities, in shielding the complainant or respondent, at their request, from unwanted contact with the complainant or respondent, including but not limited to a no-contact order issued by the Institutions, transfer to alternative classes or to alternative housing owned by CSB or SJU (if alternative classes or housing are available and feasible), change in work location or schedule, or reassignment (if available and feasible); and to receive assistance with academic issues;
- the complainant has the right to decide when to repeat a description of an incident of Sexual Assault, Dating Violence, Domestic Violence, or Stalking, and the respondent has the right to decide when to repeat a description of a defense to such allegations;
- the right to the complete and prompt assistance of campus authorities, at the direction of law enforcement authorities, in obtaining, securing, and maintaining evidence in connection with a Sexual Assault incident;
- the right to the assistance of campus authorities in preserving materials relevant to a campus complaint proceeding;
- the right to be provided access to their description of the incident, as it was reported to the Institutions, including if the individual transfers to another post-secondary institution, subject to compliance with FERPA, the Clery Act, Title IX, and other federal or state law. Requests for an individual's description of the incident should be made to a Title IX Coordinator.

C. Additional Rights in Cases Involving Allegations of Title IX Sexual Harassment

In cases involving allegations of Title IX Sexual Harassment, in addition to the rights provided in Section X.B. Equal Rights in Cases Involving Allegations of Title IX Sexual Harassment, the

following additional rights will be afforded to the **complainant and the respondent**:

- The parties have the right to be accompanied to any complaint resolution process meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The Institutions will not limit the choice or presence of advisor for either the complainant or respondent in any meeting related to the complaint resolution process. See Section X.E. Advisors below for additional information and requirements regarding the conduct of advisors.
- The parties will be provided an equal opportunity to inspect and review a copy of any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, as set forth in Section XI.F.2. Access to Information below.
- The parties will be provided a copy of the investigation report for their review and written response, as set forth in Section XI.F.2. Access to Information below.
- The complaint resolution process will include a live hearing, at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions, as set forth in Section XI.F.3(a)(ii) Live Hearings below.

In addition, a **complainant** who alleges Title IX Sexual Harassment, has the following rights:

- To be informed by the Institutions of options to notify proper law enforcement authorities of a Sexual Assault, Dating Violence, Domestic Violence, or Stalking incident, and the right to report to law enforcement at any time or to decline to notify such authorities;
- Not to be questioned or have evidence considered regarding the complainant's prior sexual conduct with anyone other than the respondent, unless such questions or evidence are to prove that someone other than the respondent committed the alleged Sexual Misconduct;
- Not to be treated by campus authorities in a manner that suggests that they are at fault for the Sexual Misconduct or that they should have acted in a different manner to avoid the Sexual Misconduct;
- To the complete and prompt assistance of campus authorities, at the complainant's request, in notifying the appropriate law enforcement officials and CSB and/or SJU officials of a Sexual Assault Dating Violence, Domestic Violence, or Stalking incident and filing criminal charges with local law enforcement officials in Sexual Assault, Dating Violence, Domestic Violence, or Stalking cases;
- To be offered fair and respectful health care, counseling services, or referrals to such services and notice of the availability of campus or local programs providing Sexual Assault advocacy, Dating Violence, Domestic Violence, or Stalking services;
- To be offered assistance from the Crime Victim Reparations Board and the Commissioner of Public Safety.
- For students who choose to transfer to another post-secondary institution, at the student's request, the right to receive information about resources for victims of Sexual Assault, Dating Violence, Domestic Violence, or Stalking at the institution to which the victim is transferring.

D. Additional Rights in Cases Involving Allegations of Sexual Assault, Domestic Violence, Dating Violence, or Stalking, Occurring Outside of

the Education Program or Activity or Against a Person *Outside* of the United States

In cases involving allegations of Sexual Assault, Dating Violence, Domestic Violence, or Stalking *occurring outside* of the education program or activity or against a person *outside* of the United States, in addition to the rights provided in Section X.B. Equal Rights of the Complainant and Respondent above, the following additional rights will be afforded to the **complainant and the respondent**:

- The parties have the right to be accompanied to any complaint resolution process meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The Institutions will not limit the choice or presence of advisor for either the complainant or respondent in any meeting related to the complaint resolution process. See Section X.E. Advisors below for additional information and requirements regarding the conduct of advisors.
- The complainant and respondent have the right to timely and equal access to information that will be used during informal and formal disciplinary meetings during the adjudication phase of the complaint resolution process, as set forth in Section XI.F.2. Access to Information below.

In addition, a complainant who alleges Sexual Assault, Dating Violence, Domestic Violence, or Stalking *occurring outside* of the education program or activity or against a person *outside* of the United States, has the following rights:

- To be informed by the Institutions of options to notify proper law enforcement authorities of a Sexual Assault, Dating Violence, Domestic Violence, or Stalking incident, and the right to report to law enforcement at any time or to decline to notify such authorities;
- Not to be questioned or have evidence considered regarding the complainant's prior sexual conduct with anyone other than the respondent, unless such questions or evidence are to prove that someone other than the respondent committed the alleged Sexual Misconduct;
- Not to be treated by campus authorities in a manner that suggests that they are at fault for the Sexual Misconduct or that they should have acted in a different manner to avoid the Sexual Misconduct;
- To the complete and prompt assistance of campus authorities, at the complainant's request, in notifying the appropriate law enforcement officials and CSB and/or SJU officials of a Sexual Assault Dating Violence, Domestic Violence, or Stalking incident and filing criminal charges with local law enforcement officials in Sexual Assault, Dating Violence, Domestic Violence, or Stalking cases;
- To be offered fair and respectful health care, counseling services, or referrals to such services and notice of the availability of campus or local programs providing Sexual Assault advocacy, Dating Violence, Domestic Violence, or Stalking services;
- To be offered assistance from the Crime Victim Reparations Board and the Commissioner of Public Safety.
- For students who choose to transfer to another post-secondary institution, at the student's request, the right to receive information about resources for victims of Sexual

Assault, Dating Violence, Domestic Violence, or Stalking at the institution to which the victim is transferring.

E. Advisors

The complainant and the respondent in the complaint resolution process involving allegations of (1) Title IX Sexual Harassment or (2) Sexual Assault, Dating Violence, Domestic Violence, and Stalking *occurring outside* of the CSB and/or SJU's education program or activity or against a person *outside* of the United States, have the right to be accompanied to meetings by an advisor of their choice, who may be, but is not required to be, an attorney. Generally, the advisor selected by the complainant or respondent should be free of conflicts of interest in the resolution process and, if a member of the Institutions' community, the advisor should be free of conflicts in his or her position in the community. An individual has the right to decline a request to serve as an advisor in the Institutions' complaint resolution process.

The following guidelines apply to advisors:

- The purpose of the advisor is to support an individual during the complaint resolution process. An advisor is permitted to accompany the individual to interviews or other meetings or proceedings during the complaint resolution process. In selecting an advisor, each party should consider the potential advisor's availability to attend interviews and meetings which may occur in person. As a general matter, the Institutions will not delay their proceedings to accommodate the schedules of advisors.
- Advisors may confer with their advisee, but, with the exception of live hearings for cases involving allegations of Title IX Sexual Harassment (discussed below), advisors may not actively participate in the complaint resolution process. The advisor may accompany the complainant or respondent to all meetings relating to the complaint resolution process. The advisor may not appear in lieu of the complainant or respondent or speak on their behalf in either in-person or written communications to CSB and/or SJU. The advisor may not communicate directly with the investigator, Title IX Hearing Panel/Adjudication Panel, Appeal Officers, Title IX Coordinator or any other school official involved in the complaint resolution process and may not interrupt or otherwise delay the complaint resolution process.
- In complaint resolution processes involving allegations of Title IX Sexual Harassment:
 - At the live hearing, advisors will be permitted to ask the parties and any witnesses all relevant questions and follow-up questions. Additional information about an advisor's role at the live hearing is included in Section XI.F.3.(a)(ii), Live Hearing below.
 - Advisors will receive a copy of all directly-related evidence and the investigation report, as set forth in Section XI.F.2. Access to Information below.
- In complaint resolution processes involving allegations of Sexual Assault, Dating Violence, Domestic Violence, or Stalking *occurring outside* of the CSB and/or SJU's education program or activity or against a person *outside* of the United States:
 - Advisors may have access to information as is described further below in Section XI.F.2. Access to Information.
- If a party selects an attorney as an advisor, the advisor's participation in the complaint process is in the role of an advisor and not as an attorney representing a party. The advisor will have

access to highly confidential information and is prohibited from sharing information obtained as an advisor during the complaint process with anyone, including other individuals who may be part of an attorney-client relationship with the party.

- Parties must notify a Title IX Coordinator who they have selected as their advisor. The Institutions will notify a party to a complaint resolution process if another party involved in the complaint resolution process has obtained an advisor. The notice shall indicate if the other party's advisor is an attorney.
- Advisors will be required to sign an Advisor Agreement acknowledging receipt and understanding of these requirements. Failure to comply with these requirements, including violations of confidentiality, or other forms of interference with the complaint resolution process by the advisor may result in disqualification of an advisor. The Institutions reserve the right to dismiss an advisor.

F. Requests for Reasonable Accommodations

Individuals who need a reasonable accommodation should contact a Title IX Coordinator. The Institutions will consider requests for reasonable accommodations submitted to a Title IX Coordinator on a case-by-case basis. Accommodations the Institutions may provide include:

- Providing reasonable accommodations as required by law to an individual with a disability who requests an accommodation necessary to participate in the complaint resolution process.
- Providing an interpreter for individuals who are limited English-language proficient.

G. Supportive/Interim Measures

After receiving a report of alleged Sexual Misconduct, the Title IX Coordinator(s) will consider whether supportive/interim actions, accommodations, or protective measures are reasonably necessary or appropriate to protect the parties and the broader community of the Institutions. Such supportive/interim measures will be available without fee or charge to the complainant, respondent, and others adversely impacted by the complaint resolution process, if requested and reasonably available. Such measures will be designed to restore or preserve equal access to CSB or SJU's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CSB and/or SJU's educational environment, or to deter sexual harassment.

The Institutions will provide written notification about options for, available assistance in, and how to request changes to academic, living, transportation, and working situations or protective measures. The Institutions are obligated to comply with a student's reasonable request for a living and/or academic situation change following an alleged incident of Sexual Misconduct. The Institutions will make appropriate accommodations and provide appropriate supportive/interim measures with or without a formal complaint, even when an individual asks to keep a reported violation of this Policy confidential, when a request is made to not investigate the matter, and regardless of whether an individual chooses to report to law enforcement.

Examples of supportive/interim measures include, without limitation:

- Establishing a no-contact order prohibiting the parties involved from communicating with each other.

- Changing an individual's dining arrangements.
- Assistance in finding alternative housing.
- Special parking arrangements.
- Changing an individual's student or employee status or job responsibilities.
- Changing an individual's work or class schedule.
- Providing academic accommodations or providing assistance with academic issues.
- Providing security escorts.
- Access to counseling and medical services.
- Making information about orders for protection and harassment restraining orders available to a complainant.
- Assistance identifying an advocate to help secure additional resources or assistance, including off-campus and community advocacy, support, and services.
- For students who choose to transfer to another institution: At the student's request, providing information about resources for victims of Sexual Assault at the institution to which the student is transferring.

The Institutions determine which measures are appropriate for a particular individual on a case-by-case basis. Such measures will vary based on the particular facts and circumstances, including but not limited to the specific need expressed by the individual, the age of the individuals involved, the severity or pervasiveness of the allegations, any continuing effects on the individual, whether the complainant and respondent share the same residence hall, dining hall, class, transportation, or job location, and whether other judicial measures have been taken to protect the complainant. A Title IX Coordinator will be responsible for determining what measures will be put in place.

To request supportive/interim measures, individuals should contact a Title IX Coordinator.

The Institutions will maintain as confidential any supportive/interim measures provided to an individual, to the extent that maintaining such confidentiality would not impair the ability of the Institutions to provide the accommodations or protective measures. The Institutions will only disclose information necessary to provide the accommodations or protective measures in a timely manner to individuals who need to know the information in order to effectively provide the accommodations or protective measures. The Title IX Coordinator(s) will determine what information about an individual should be disclosed and to whom this information will be disclosed based on the facts and circumstances of the specific situation and the accommodation to be provided. The Institutions will inform the individual before sharing personally identifying information that the Institutions believe is necessary to provide an accommodation or protective measure. The Institutions will tell the individual which information will be shared, with whom it will be shared, and why it will be shared.

Any concern about a violation of a supportive/interim measure should be reported to a Title IX Coordinator promptly. Complaints of a violation of a supportive/interim measure will be handled

as discussed in Section XII. Complaints of Related Misconduct below.

H. **Obligation to Act in Good Faith**

Reports and formal complaints of alleged Sexual Misconduct should be made only in good faith. Reports and formal complaints that are not made in good faith may be a form of retaliation under this Policy and/or may violate other CSB and/or SJU policies.

An allegation that a person has violated the obligation to act in good faith will be handled through the procedures identified below in Section XII. Complaints of Related Misconduct.

I. **Conflicts of Interest and Bias**

If a complainant or respondent has any concern that any individual acting for the Institutions under this Policy has a conflict of interest or bias, for or against complainants or respondents generally or for or against the individual complainant or respondent, such concern should be reported in writing to a Title IX Coordinator. Any concern regarding a conflict of interest or bias must be submitted in writing within two (2) calendar days after receiving notice of the person's involvement in the process. The Title IX Coordinator will review the concerns and take appropriate steps to ensure that no conflicts of interest or bias exist on the part of anyone investigating or adjudicating a complaint under this Policy.

If complainant or respondent has any concern that a Title IX Coordinator has a conflict of interest or bias, such concern should be reported in writing to the Institutions' President. If a Title IX Coordinator has a conflict of interest with respect to a complaint, the President or the President's designee shall appoint an alternate person to oversee adherence to the Sexual Misconduct Policy with respect to the formal complaint at issue. In cases where the President of CSB and SJU is a party to the complaint or has a conflict of interest with respect to a complaint, the Chair of the Board of Trustees for the institution shall ensure that the institution puts in place appropriate safeguards under the circumstances to ensure that the institution promptly and equitably responds to the formal complaint, including, but not limited to appointment of alternate individuals to serve in roles of Lead Title IX Coordinator.

The parties should be mindful that the Institutions have a small and close-knit community. That a party simply knows an individual acting for the Institutions under this Policy or has had some limited interaction with such individual generally will not be deemed a disqualifying conflict of interest or bias in most instances. However, the Institutions encourage the parties to bring any concern of conflict of interest or bias to a Title IX Coordinator's attention for consideration.

J. **Obligation to be Truthful**

All parties and witnesses have an obligation to be truthful in this process. Engaging in dishonesty may be considered retaliation or interference with process under this Policy and/or violate other CSB and/or SJU policies. An allegation that a person has violated the obligation to be truthful will be handled through the procedures identified in Section XII. Complaints of Related Misconduct below.

K. Non-Participation and Silence

Either party may decline, at any time, to provide information or participate further in the complaint resolution process. If at any time the complainant declines to participate in the process, the Institutions' ability to meaningfully investigate and adjudicate a formal complaint may be limited. In such cases, the Institutions will proceed with the complaint resolution process, if possible, without the complainant's participation, and will make a determination based upon the information available. The respondent also has the right to decline to participate in the complaint resolution process. In such cases, the Institutions will proceed with the complaint resolution process and will make a determination based upon the information available. A respondent's silence in response to a complainant's allegation will not necessarily be viewed as an admission of the allegation but may leave the complainant's allegations undisputed. Similarly, a complainant's silence in response to a respondent's denials or defenses will not necessarily be viewed as an admission of the denials or defenses but may leave the respondent's denials or defenses undisputed.

Even if a party decides not to participate or chooses to stop participating at a phase of the process, the party will still be given the option to participate during additional phases of the process.

In cases involving allegations of Title IX Sexual Harassment, the Title IX Hearing Panel will not draw an inference about the determination regarding responsibility based solely on a party's absence from the live hearing or refusal to answer cross-examination or other questions. However, the Title IX Hearing Panel may consider a party's or witness's refusal to answer one or more questions at the hearing when determining how much weight to give the party's or witness's statements.

L. Time Frames for Resolution

The Institutions are committed to the prompt and equitable resolution of allegations of Sexual Misconduct. As is discussed in more detail above and below, different procedures apply to cases involving allegations of Title IX Sexual Harassment than to other cases of alleged Sexual Misconduct. The time frames for each phase of the different procedures are as follows:

a. Cases Involving Allegations of Title IX Sexual Harassment

Specific time frames for each phase of the complaint resolution process for formal complaints involving allegations of Title IX Sexual Harassment are set forth in Section XI. Procedures for Sexual Misconduct Complaint Resolution below. Each phase of the process will generally be as follows:

- Review of formal complaint and notice of allegations to the parties: ten (10) calendar days
- Investigation: fifty (50) calendar days
- Review of directly-related evidence and investigator consideration of evidence response statements: seventeen (17) calendar days
- Review of investigation report and written response: five (5) calendar days

- Live Hearing and Determination: twenty-five (25) calendar days
- Appeal: twenty (20) calendar days

b. Cases Involving Allegations of Other Forms of Sexual Misconduct

Specific time frames for each phase of the complaint resolution process for formal complaints involving allegations of any other form of Sexual Misconduct are set forth in Section XI. Procedures for Sexual Misconduct Complaint Resolution below. Each phase of the process will generally be as follows:

- Review of formal complaint and notice of allegations to the parties: ten (10) calendar days
- Investigation: fifty (50) calendar days
- Review of investigation report and written response/rebuttal, if applicable: ten (10) calendar days
- Adjudication: twenty-five (25) calendar days
- Appeal: twenty (20) calendar days

In any Sexual Misconduct complaint resolution process, the process may include additional days between these phases as the Institutions transition from one phase to another. The parties will be notified when each listed phase begins and when it ends. If any transition period will last longer than five (5) calendar days, the parties will be notified of the delay and the reason for it.

Circumstances may arise that require the extension of time frames based on the complexity of the allegations, the number of witnesses involved, the availability of the parties and witnesses involved, the addition of new parties or new allegations to an amended notice of allegations, the effect of a concurrent criminal investigation, unsuccessful attempts at informal resolution, any intervening school break, the need for language or assistance or accommodation of disabilities, or other unforeseen circumstance.

In cases where conduct that violates this Policy has also been reported to the police, the Institutions will not delay their complaint resolution process in order to wait for the conclusion of a criminal investigation or proceeding. However, the Institutions will comply with valid requests by law enforcement for cooperation in a criminal investigation. As such, the Institutions may need to delay temporarily an investigation under this Policy while law enforcement is in the process of gathering evidence. This process typically takes 7-10 days. Once law enforcement has completed its gathering of evidence, the Institutions will promptly resume and complete their investigation and resolution procedures.

To the extent additional time is needed during any of the phases of the process discussed above or below, the Institutions will notify all parties of the delay and the reasons for it. When a time frame for a specific phase of the process, as set forth below, is less than five (5) calendar days, the Institutions may, in their discretion, use business days to calculate the time frame deadline. Efforts will be made to

complete the process in a timely manner balancing principles of thoroughness, fundamental fairness, and promptness.

Complainants are encouraged to begin the complaint resolution process as soon as possible following an alleged incident of Sexual Misconduct. The Institutions do not impose a time limit for reporting an incident of Sexual Misconduct; however, the Institutions' ability to respond may diminish over time, as evidence may erode, memories may fade, and respondents may no longer be affiliated with CSB or SJU. If a formal complaint is brought forward more than four (4) calendar years after an alleged incident, CSB and/or SJU, in their discretion, may decline to process a formal complaint under these procedures, but reserve the right to take other administrative action as appropriate depending on the specific circumstances of the formal complaint, and will provide reasonably appropriate supportive/interim measures, assist the complainant in identifying external reporting options, and take reasonable steps to eliminate prohibited conduct, prevent its recurrence, and remedy its effects. If respondent is still a member of the Institutions' community as a student or employee, the complaint generally will be processed under these procedures.

M. Presumption of Non-Responsibility

The presumption is that the respondent is not responsible for a policy violation. The respondent is presumed not responsible until a determination regarding responsibility is made at the conclusion of the complaint resolution process. The respondent will be deemed responsible for a policy violation only if the appointed Title IX Hearing Panel/Adjudication Panel concludes that there is sufficient evidence, by a "preponderance of evidence," to support a finding that the respondent more likely than not engaged in Sexual Misconduct.

N. Application of Policy

When the Institutions receive a report or formal complaint of a violation of this Policy, the Institutions will apply the complaint resolution procedures from the Policy that is in effect at the time that the report or formal complaint is made and generally will apply the Sexual Misconduct definitions from the Policy that was in effect at the time the alleged misconduct occurred. For cases involving allegations of Title IX Sexual Harassment, the Institutions will apply the definitions from the policy that is in effect at the time the formal complaint is made to determine what procedures apply and the definitions from the policy that was in effect at the time the alleged misconduct occurred to determine whether a policy violation occurred.

O. Reservation of Flexibility

The procedures set forth in this Policy reflect the Institutions' desire to respond to formal complaints in good faith and in compliance with legal requirements. The Institutions recognize that each case is unique and that circumstances may arise which require that it reserve some flexibility in responding to the particular circumstances of the matter. The Institutions reserve the right to modify the procedures or to take other administrative action as appropriate under the circumstances.

In instances where a formal complaint is made against an individual who is not a student or employee of CSB and/or SJU, and in instances when the conduct alleged, if true, would not meet the definition of Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking, the Institutions reserve discretion to use a process or procedures other than those outlined below, as appropriate under the circumstances.

X. Procedures for Sexual Misconduct Complaint Resolution

When the Institutions receive a formal complaint of a potential Sexual Misconduct Policy violation, the Institutions will promptly and equitably respond, investigating and adjudicating the formal complaint pursuant to the guidelines and procedures set forth below.

As discussed above in Section X. General Provisions for Complaint Resolution Process, different procedures apply to the complaint resolution process depending on the particular circumstances of a case, including the type of Sexual Misconduct that is alleged. Further information about the different procedures is provided below.

A. Meeting Between Complainant and Title IX Coordinator

In most cases, the first step of the complaint resolution process is a preliminary meeting between the complainant and a Title IX Coordinator. The purpose of the preliminary meeting is to allow the Title IX Coordinator to gain a basic understanding of the nature and circumstances of the report or formal complaint; it is not intended to be a full investigation interview.

As part of the initial meeting with the complainant, the Title IX Coordinator will:

- assess the nature and circumstances of the allegation;
- address immediate physical safety and emotional well-being of the complainant;
- notify the complainant of the right to contact law enforcement and seek medical treatment;
- notify the complainant of the importance of preservation of evidence;
- provide the complainant with information about on- and off-campus resources;
- notify the complainant of the range of supportive/interim measures with or without filing a formal complaint;
- provide the complainant with an explanation of the procedural options, including how to file a formal complaint, if not already filed, and the complaint resolution process;
- advise the complainant of the right to have an advisor of choice, as applicable under this Policy;
- discuss the complainant's expressed preference for the manner of resolution and any barriers to proceeding; and
- explain the Institutions' policy prohibiting retaliation.

All reports and formal complaints of Sexual Misconduct will be reviewed by a Title IX Coordinator to determine the risk of harm to individuals or to the campus community. Steps will be taken to address these risks in consultation with the members of the Title IX Team.

If the Title IX Coordinator determines that the report or formal complaint, even if substantiated, would not be a violation of this Policy, they may dismiss the matter or refer it to another applicable disciplinary procedure. The parties will be notified of that determination and the complainant will be informed of other procedures for resolving the complaint and of other resources that may be available to the complainant.

B. Formal Complaint and Notice of Allegations

The filing of a formal complaint begins the complaint resolution process under this procedure. In most cases, formal complaints are made by the complainant. However, the Institutions reserve the right to move forward with the complaint resolution process to protect the safety and welfare of the community, even if a complainant chooses not to make or move forward with a formal complaint. Generally, a Title IX Coordinator will make a determination of whether the Institutions will move forward with a complaint resolution process when the complainant has not filed a formal complaint. If the Institutions decide that they have an obligation to move forward with the complaint resolution process, a Title IX Coordinator will sign the formal complaint and CSB or SJU will notify the complainant before proceeding. See Section VII.C. Requests for Confidentiality or Non-Action above for more information. The signing of the formal complaint by a Title IX Coordinator does not make the Title IX Coordinator a party to the complaint resolution process or adverse to the respondent.

Formal complaints of Sexual Misconduct should be made through a Title IX Coordinator.

When a Title IX Coordinator has received a formal complaint, the Title IX Coordinator will assess the formal complaint to determine if it states any allegations of Sexual Misconduct. If the formal complaint alleges Sexual Misconduct, the Title IX Coordinator will provide a written notice of allegations to the parties who are known. The written notice will include:

- Notice of the Institutions' complaint resolution process, including the informal resolution process;
- Notice of the allegations, including the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting Sexual Misconduct, and the date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the complaint resolution process;
- Notice that the parties have the right to an advisor of choice, as applicable under this Policy, who may be, but is not required to be, an attorney;
- Notice that the parties have the right to inspect and review evidence, as applicable under this Policy; and
- Notice of policy provisions that prohibit knowingly making false statements or knowingly submitting false information during the complaint resolution process, including Section X.H., Obligation to Act in Good Faith and Section X.J., Obligation to be Truthful above.

If the Institutions decide to investigate allegations about the complainant or respondent that are not included in the notice provided, the notice will be updated to provide notice of the additional allegations to the parties whose identities are known.

In addition, upon receiving a formal complaint, the Title IX Coordinator will make a preliminary determination of the procedures that will apply to the complaint resolution process.

When a Title IX Coordinator has received a formal complaint of Sexual Misconduct, a Title IX Coordinator will also meet with the respondent and will:

- notify the respondent of the complaint and alleged Policy violation(s);
- provide the respondent an explanation of the complaint resolution process;
- notify the respondent of the importance of preservation of evidence;
- notify the respondent of any supportive/interim measures that have been put in place that directly relate to the respondent (i.e., no-contact order);
- notify the respondent of available supportive/interim measures;
- provide the respondent with information about on- and off-campus resources;
- advise the respondent of the right to have an advisor of choice, as applicable under this Policy; and
- explain the Institutions' Policy prohibiting retaliation.

This stage of initial review of the formal complaint by the Title IX Coordinator and initial notice of the allegations to the parties generally will take no more than ten (10) calendar days. In some cases, more time may be required.

C. Investigation of Other Policy Violations of CSB and/or SJU

If a formal complaint of Sexual Misconduct also implicates alleged violations of other CSB and/or SJU policies, the Title IX Coordinator(s), in coordination with other appropriate school officials, will evaluate the allegations to determine whether the investigation of the alleged Sexual Misconduct and the other alleged policy violations may be appropriately investigated together without unduly delaying the resolution of the Sexual Misconduct formal complaint. Where the Title IX Coordinator(s), in coordination with other appropriate school officials, determine that a single investigation is appropriate, the determination of responsibility for each of the alleged policy violations will be evaluated under the applicable policy. The adjudication may be conducted in accordance with this Policy or the adjudication of the other policy violation may be conducted separately from the adjudication of the alleged Sexual Misconduct.

D. Consolidation of Formal Complaints

The Institutions reserve the right to consolidate formal complaints into one complaint resolution process as to allegations of Sexual Misconduct against more than one respondent, by more than one complainant against one or more respondents, or by one party

against the other party, where the allegations of Sexual Misconduct arise out of the same facts or circumstances.

E. Informal Resolution Process

Following a formal complaint, at any time prior to reaching a determination regarding responsibility, the Institutions may facilitate an informal resolution process. In cases involving allegations of Sexual Assault or more serious Sexual Misconduct, informal resolutions may not be appropriate. In addition, in cases involving allegations that an employee engaged in Title IX Sexual Harassment against a student, informal resolution is not appropriate.

If the complainant, the respondent, and the Institutions agree to pursue an informal resolution, a Deputy Title IX Coordinator (or their assignee) will attempt to facilitate a resolution that is agreeable to all parties. The appointed Deputy Title IX Coordinator (or their assignee) will not be an advocate for either the complainant or the respondent in the informal resolution process, but rather will aid in the resolution of formal complaints in a non-adversarial manner. Under the informal process, the Institutions will only conduct such fact-gathering as is useful to resolve the formal complaint and as is necessary to protect the interests of the parties, the Institutions, and the Institutions' community.

The Institutions will not compel a complainant or respondent to engage in mediation, to directly confront the other party, or to participate in any particular form of informal resolution. Participation in informal resolution is voluntary, and the complainant and respondent have the option to discontinue the informal process and request a formal complaint resolution process at any time prior to reaching an agreed upon resolution. In addition, the Institutions also always have the discretion to discontinue the informal process and move forward with a formal complaint resolution process. If at any point during the informal resolution process prior to reaching an agreed upon resolution, the complainant or respondent or the Institutions wish to cease the informal resolution process and to proceed through the formal resolution process, the informal resolution process will stop and the formal resolution process outlined below will be invoked.

Prior to engaging in an informal resolution process, the Institutions will provide the parties with a written notice disclosing: the allegations, the requirements of the informal resolution process, including the circumstances under which the informal resolution process precludes the parties from resuming a formal complaint arising from the same allegations, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared. In addition, the Institutions will obtain the parties' voluntary, written consent to the informal resolution process.

Any informal resolution must adequately address the concerns of the complainant, as well as the rights of the respondent and the overall intent of the Institutions to stop, remedy, and prevent Policy violations. In their effort to stop, remedy, and prevent Policy violations, the Institutions will take prompt and corrective action which may involve the imposition of individual and community remedies designed to maximize the complainant's access to

the educational and extracurricular activities of the Institutions. Examples of potential remedies are provided in Section X.G. Supportive/Interim Measures above. The proposed resolution may also include other institutional responses, requirements, or sanctions imposed on the respondent.

The informal resolution process ends when a resolution has been reached or when the complainant, the respondent, or the Institutions terminate the process. A successful informal resolution results in a binding agreement between the parties. If the parties to the formal complaint and the Institutions agree in writing to the terms and conditions of a proposed resolution within five (5) calendar days of the Deputy Title IX Coordinator (or their assignee) presenting the proposed resolution to the parties, the case will be resolved without further process under this procedure. If all parties to the formal complaint and the Institutions do not agree in writing to the terms and conditions of the proposed resolution within five (5) calendar days of the Deputy Title IX Coordinator (or their assignee) presenting the proposed resolution to the parties, the formal complaint will be referred to the formal complaint resolution process.

Appeals are not allowed in cases where the parties have agreed to a voluntary alternative resolution of the matter.

The informal resolution process generally will take no more than fifteen (15) calendar days. In some cases, more time may be required.

F. Formal Resolution Process

If the formal complaint is not processed or resolved through the informal resolution process discussed above, the formal complaint will be processed according to the formal resolution process outlined below.

a. Investigation

The Institutions will appoint one or more trained and impartial investigators to conduct a prompt and equitable investigation. The Institutions will ensure that the investigator has received the appropriate training, is impartial, and is free of any conflict of interest or bias for or against complainants and respondents generally and for or against the complainant and respondent in the case. The Institutions reserve the right to appoint any trained investigator who is free of conflict of interest and bias, including a third-party investigator. The parties will receive written notice of the investigator appointed. If a party has a concern that the investigator has a conflict of interest or bias, the party should report the concern in writing as set forth in Section X.I. Conflicts of Interest and Bias above.

The investigator will conduct the investigation in a manner appropriate to the circumstances of the case. The investigation will typically involve interviews of the complainant and respondent and may also involve questioning of other witnesses and/or review of other information. The investigator will audio record interviews. The parties will have the opportunity to advise the investigator of any witnesses they believe should be interviewed, other evidence they believed should be reviewed by the investigator, and questions they believe the investigator

should ask the other party or witnesses, including questions challenging credibility. The investigator, in consultation with the Title IX Coordinator(s), has discretion to assess the relevancy of any proposed witnesses, evidence, and questions, and, in their discretion, may decline to interview witnesses suggested by the parties and may interview witnesses who were not suggested by either party. The investigator may also determine whether to ask some or all of the questions suggested by the parties. The complainant and respondent will be given an equal opportunity to present witnesses they believe should be interviewed, and other inculpatory and exculpatory evidence, as part of the investigation. In cases involving allegations of Title IX Sexual Harassment, any witness that a party wishes to call at a hearing must be suggested as part of the investigation process, prior to the issuing of the investigation report, unless extraordinary circumstances exist as determined by the Title IX Hearing Panel, in consultation with the Title IX Coordinator(s).

The parties will be informed of a close of evidence date before the end of the investigation phase. The parties must submit any and all information and evidence they would like considered as part of the investigation by the close of evidence date. After the close of evidence date, the parties will not be permitted to submit new or additional evidence that existed prior to the close of evidence date, unless the investigator, in consultation with the Title IX Coordinator(s), determines otherwise. In cases involving allegations of Title IX Sexual Harassment, all evidence a party wishes to offer or refer to at the hearing must have been provided as part of the investigation process, prior to the close of evidence, unless extraordinary circumstances exist as determined by the Title IX Hearing Panel, in consultation with the Title IX Coordinator(s).

At the conclusion of the investigation, the investigator will prepare a report that fairly summarizes the relevant evidence. The investigation report may consist of any information, documents, or other evidence that will be provided to the Title IX Hearing Panel/Adjudication Panel. At the investigator's discretion, such information may include, as applicable: the formal complaint, the notice of allegations, any other evidence obtained during the investigation, and the investigator's report of the investigation. The investigation report shall be forwarded to the Title IX Coordinator(s) who will review the investigation report and has the discretion to ask the investigator for clarification, additional investigation, and/or to have information added, removed, or redacted from the investigation report.

The Institutions will strive to complete the investigation within

- i. fifty (50) calendar days from the date the investigator is appointed or
- ii. if, after the date the investigator is appointed, the parties receive an amended notice of allegations that includes new allegations or new parties, forty-five (45) calendar days from the date of the amended notice of allegations.

This time frame may be extended depending on the circumstances of each case. In cases involving allegations of Title IX Sexual Harassment, the Institutions will strive to complete the initial investigation in this 45-day time frame,

but the final investigation report will not be completed until after the review of directly related evidence. See Section XI.F.2. Access to Information below for more information.

b. Access to Information

The procedures in the formal process for all cases of Sexual Misconduct are the same through the investigation phase. Prior to providing access to information, the Title IX Coordinator(s) will make a final determination as to the procedures that will apply to the access to information phase and the adjudication phase.

a. Cases Involving Allegations of Title IX Sexual Harassment
 i. *Review of Directly Related Evidence*

For formal complaints involving allegations of Title IX Sexual Harassment, the parties will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which the Institutions do not intend to rely in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source. A Title IX Coordinator will send such evidence to each party and each party's advisor in electronic format or hard copy. The parties will have a ten (10) calendar day period to review the evidence and prepare a written response to the evidence (the "Evidence Response Statement"). Each party's Evidence Response Statement may not exceed 2,000 words in length. The Evidence Response Statement must be submitted to a Title IX Coordinator within the ten (10) calendar day period described above. The Evidence Response Statement may be used as an opportunity to clarify information contained in the directly related evidence, to present the party's viewpoint about whether the evidence directly related to the allegations is relevant and therefore whether it should be included in the investigation report, and to identify evidence previously provided to the investigator that was not included in the directly related evidence which the party believes is directly related and relevant. While the parties may be assisted by their advisors in preparation of the Evidence Response Statement, the Evidence Response Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf. The parties may not address each other in the Evidence Response Statement.

The parties and parties' advisors may use the evidence reviewed at this step only for purposes of participating in the complaint resolution process and are prohibited from disseminating or otherwise sharing the evidence with any other individual. Prior to being provided the evidence obtained as part of the investigation that is directly related to the allegations, the parties and parties' advisors will be required to sign a non-disclosure agreement agreeing to such terms.

A Title IX Coordinator will review the parties' Evidence Response Statements and may remove or redact any

portions of the parties' Evidence Response Statements that exceed the word limit of the statements as set forth above or that otherwise exceed the permitted scope of information that may be considered in the complaint resolution process (such as treatment records without consent or information subject to a legal privilege without a waiver).

The investigator will consider the parties' Evidence Response Statements prior to completion of the investigation report.

All the evidence made available for the parties' review will be available during the hearing.

ii. *Review of Investigation Report*

For complaints involving allegations of Title IX Sexual Harassment, a Title IX Coordinator will send the investigation report to each party and each party's advisor in electronic format or hard copy at least ten (10) days prior to the live hearing. The parties will have a five (5) calendar day period to review the investigation report and prepare a written response to the report (the "Written Response Statement"). Each party's Written Response Statement may not exceed 2,000 words in length. The Written Response Statement must be submitted to a Title IX Coordinator within the five (5) calendar day period described above. The Written Response Statement may be used as an opportunity to clarify points in the investigation report, identify information previously given to the investigator that is not included in the investigation report which the party believes should have been included, or raise other concerns regarding the evidence. While the parties may be assisted by their advisors in preparation of the Written Response Statement, the Written Response Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf. The parties may not address each other in the Written Response Statement.

The parties and parties' advisors may use the investigation report only for purposes of participating in the complaint resolution process and are prohibited from disseminating or otherwise sharing the investigation report with any other individual. Prior to being provided the investigation report, the parties and parties' advisors will be required to sign a non-disclosure agreement agreeing to such terms.

A Title IX Coordinator will review the parties' Written Response Statements. Based on the statements, the Title IX Coordinator has the discretion to ask the investigator for clarification, additional investigation, and/or to have information removed or redacted from the investigation report. In addition, the Title IX Coordinator may remove or redact any portions of the parties' Written Response Statements that exceed the word limits of the statements

as set forth above or that otherwise exceed the permitted scope of information that may be considered in the complaint resolution process (such as treatment records without consent, information subject to a legal privilege without a waiver, or evidence relating to the complainant's prior sexual history if an exception does not apply).

b. **Cases Involving Allegations of Sexual Assault, Domestic Violence, Dating Violence, or Stalking Occurring Outside the Education Program or Activity or Against a Person Outside of the United States**

i. *Review of Investigation Report*

For complaints involving allegations of Sexual Assault, Dating Violence, Domestic Violence or Stalking occurring outside of the education program or activity or against a person outside of the United States, the investigation report will be made available for review by the complainant and respondent. A Title IX Coordinator will provide a five (5) calendar day period for the complainant and respondent to have access to review the investigation report and prepare a response to the investigation report, as discussed below.

Both parties will have the opportunity to provide a written response to the report (the "Written Response Statement"). To do so, the party must submit Written Response Statement, which shall not exceed 4,000 words in length, to a Title IX Coordinator. The Written Response Statement must be submitted by the conclusion of the 5-day period described above. The Written Response Statement may be used as an opportunity to clarify points in the investigation report, identify information previously given to the investigator that is not included in the investigation report which the party believes should have been included, identify questions a party believes the other party has not yet answered or evidence the other party has not explained, raise other concerns regarding the evidence, and to challenge the credibility of the other party and witnesses. While the parties may be assisted by their advisors in preparation of the Written Response Statement, the Written Response Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf. The parties may not address each other in the Written Response Statement.

The parties shall have an opportunity to review the Written Response Statement submitted by the other party and, if desired, may submit a rebuttal statement (the "Written Rebuttal Statement"), not to exceed 2,500 words. A Title IX Coordinator will provide a two (2) calendar day period for the complainant and respondent to have access to review the other party's Written Response Statement and submit a Written Rebuttal Statement.

The Written Rebuttal Statement may only be used to respond to arguments made or concerns raised in the other party's Written Response Statement and to challenge the credibility of the other party and any

witnesses. While the parties may be assisted by their advisors in preparation of the Written Rebuttal Statement, the Written Rebuttal Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf. The parties may not address each other in the Written Rebuttal Statement.

The parties shall have an opportunity to review the Written Rebuttal Statement submitted by the other party. A Title IX Coordinator will provide a two (2) calendar day period for the complainant and respondent to have access to review the other party's Written Rebuttal Statement. While the parties have the opportunity to review the Written Rebuttal Statement of the other party, no further responses are permitted by either party.

The parties and parties' advisors may use the investigation report and written statements of the other party reviewed at this step only for purposes of participating in the complaint resolution process and are prohibited from disseminating or otherwise sharing the report and written statements with any other individual. Prior to being provided the report and written statements, the parties and parties' advisors will be required to sign a non-disclosure agreement agreeing to such terms.

A Title IX Coordinator shall review the Written Response Statement and Written Rebuttal Statements. Based on the statements, the Title IX Coordinator has the discretion to ask the investigator for clarification, additional investigation, and/or to have information added, removed, or redacted from the investigation report. In addition, the Title IX Coordinator may remove or redact any portions of the parties' written statements that exceed the word limit of the statements as set forth above or that otherwise exceed the scope of information that may be considered in the complaint resolution process (e.g., treatment records without consent, information subject to a legal privilege without a waiver, or evidence relating to the complainant's prior sexual history if an exception does not apply).

c. Adjudication

Upon completion of the investigation, a Title IX Coordinator will compile the adjudication file which will be shared with the adjudicators. In cases involving allegations of (1) Title IX Sexual Harassment or (2) Sexual Assault, Domestic Violence, Dating Violence, or Stalking *occurring outside* of the Institutions' education program or activity or against a person *outside* of the United States, the parties will be given access to any information that is included in the adjudication file to the extent that it includes additional information that the parties did not review as part of the Access to Information step discussed above in Section XI.F.2. Access to Information.

a. Cases Involving Allegations of Title IX Sexual Harassment

Upon completion of the investigation in cases involving allegations of Title IX Sexual Harassment, the matter will be submitted to a Title IX Hearing Panel to hold a live hearing and to make a determination regarding responsibility and, if appropriate, sanctions.

The Title IX Hearing Panel will conduct a prompt and equitable live hearing and adjudication.

i. *Appointment of the Title IX Hearing Panel*

A Title IX Coordinator will designate a panel of three adjudicators to serve as the Title IX Hearing Panel. Generally, the Title IX Hearing Panel shall be chosen from a pool of trained faculty and administrators. The Institutions reserve the right to appoint any trained individuals who are without conflict or bias to the Title IX Hearing Panel, including third-party adjudicators. The Title IX Hearing Panel will not include the Title IX Coordinator or the investigator from the same matter. If any party has a concern that a member of the Title IX Hearing Panel has a conflict of interest or bias, the party should report the concern in writing as indicated in Section X.I. Conflicts of Interest and Bias above.

ii. *Live Hearings*

At the live hearing, each party's advisor will be permitted to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such questions will be conducted directly, orally, and in real time by the party's advisor and will never be conducted by a party personally. Only relevant cross-examination and other questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a question at the hearing, the Title IX Hearing Panel must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant in the formal complaint, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

All evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint will be made available at the hearing.

The hearing will generally be held by video-conference with the parties, witnesses, and Title IX Hearing Panel located in separate locations and technology enabling the Title IX Hearing Panel and parties to simultaneously see and hear the party or the witness answering questions. The Institutions reserve the right to determine that a hearing will instead be conducted with all participants,

including the parties, witnesses, and the Title IX Hearing Panel physically present in the same location. In the event that the live hearing is held with the participants in the same location, at the request of either party, the Institutions will provide for the parties to be located in separate rooms with technology enabling the Title IX Hearing Panel and parties to simultaneously see and hear the party or witness answering questions.

The Institutions will create an audio or audiovisual recording, or transcript, of any live hearing and, upon request, will make it available to the parties for inspection and review.

iii. *Advisors Appointed by the Institutions*

If a party does not have an advisor present at the live hearing, the Institutions will provide an advisor to the party, without fee or charge to that party, to conduct cross-examination on behalf of that party. If a party will not have an advisor present at the hearing, the party must inform a Title IX Coordinator at least three (3) calendar days prior to the live hearing so that the Institutions may appoint an advisor for the hearing. The appointed advisor's role will be limited to relaying the party's questions to be asked of other parties and witnesses. The appointed advisor shall not perform any function beyond relaying the party's desired questions. The Institutions reserve the right to appoint any individual as the Institutions deem appropriate to act as an advisor at a live hearing, including third-party advisors. The Institutions' appointment of an advisor is final and a party who refuses to work with an appointed advisor at the live hearing will forfeit his or her right to conduct cross-examination or other questioning at the hearing.

iv. *Live Hearing Procedures*

Additional information about live hearings can be found by contacting a Title IX Coordinator.

v. *Decision-Making Process*

The presumption is that the respondent is not responsible for a policy violation. The respondent will be deemed responsible for a policy violation only if the Title IX Hearing Panel concludes that there is sufficient evidence, by a "preponderance of evidence," to support a finding that the respondent engaged in Sexual Misconduct. If the Title IX Hearing Panel determines that the respondent is responsible for a policy violation, the Title IX Hearing Panel will then determine what sanctions and remedies are warranted.

The Title IX Hearing Panel will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions. However, the Title IX Hearing Panel may consider a party's or witness's refusal to answer one or

more questions at the hearing when determining how much weight to give the party's or witness's statements.

Lie detector test results will not be considered credible by the Title IX Hearing Panel in the decision-making process. Character evidence and allegations of prior bad acts by a party without a finding of responsibility by the Institutions or a court of law will generally be given little weight, if any, by the Title IX Hearing Panel in the decision-making process.

When a respondent is found not responsible for a policy violation, but nevertheless is found to have engaged in inappropriate conduct—for example, inappropriate remarks that do not rise to the level of a violation of this Policy—the Institutions may, in their discretion, require the respondent to receive appropriate education and/or training. The Institutions may also recommend counseling or other support services for the respondent.

b. **Cases Involving Allegations of Other Forms of Sexual Misconduct**

Upon completion of the investigation in matters involving allegations of Sexual Misconduct that are not Title IX Sexual Harassment, a Title IX Coordinator will appoint appropriate adjudicators to the Adjudication Panel. Generally, a three-person Adjudication Panel will be appointed from a group of trained faculty and staff members. However, the Institutions reserve the right to appoint any trained adjudicators who are free from conflict of interest or bias, including third-party adjudicators. If any party has a concern that a member of the Adjudication Panel has a conflict of interest or bias, the party should report the concern in writing as indicated in Section X.I. Conflicts of Interest and Bias above.

The Adjudication Panel will review the adjudication file. The Adjudication Panel may, in their discretion, seek additional information from the investigator, the parties, or another individual, or request additional investigation by the investigator. In cases involving allegations of Sexual Assault, Domestic Violence, Dating Violence, and Stalking (that occurred *outside* of the education program or activity or against a person *outside* of the United States), if such information is shared with the Adjudication Panel, the parties will be notified and provided access to that information.

The respondent is presumed to be not responsible for violating this Policy. The Adjudication Panel will use a preponderance of the evidence standard to determine whether there is sufficient evidence to conclude it is more likely than not that the respondent violated the Policy. If the Adjudication Panel determines that the respondent is responsible for a policy violation, typically the Adjudication Panel will impose remedies and/or sanctions as necessary to end the misconduct, prevent its recurrence, and address its effects. A Title IX Coordinator has discretion to appoint a different sanctioning officer as they determine appropriate. The Institutions reserve the right to appoint any trained

sanctioning officer who is free from conflict of interest or bias, including third-party sanctioning officers.

Lie detector test results will not be considered credible by the Adjudication Panel in the decision-making process. Character evidence and allegations of prior bad acts by a party without a finding of responsibility by the Institutions or a court of law will generally be given little weight, if any, by the Adjudication Panel in the decision-making process.

As part of the determination of sanctions and remedies, a Title IX Coordinator may, in their discretion, provide the Adjudication Panel with information regarding previous violations of the Sexual Misconduct Policy or other CSB and/or SJU policies by the respondent, if any. In cases involving allegations of Sexual Assault, Domestic Violence, Dating Violence, and Stalking (that *occurred outside* of the education program or activity or against a person *outside* of the United States), if such information is shared with the Adjudication Panel, the parties will be notified and provided access to that information.

When a respondent is found not responsible for a Policy violation, but nevertheless is found to have engaged in inappropriate conduct—for example, inappropriate remarks that do not rise to the level of a violation of this Policy—the Institutions may, in their discretion, require the respondent to receive appropriate education and/or training. The Institutions may also recommend counseling or other support services for the respondent.

d. Sanctions and Remedies

The Title IX Hearing Panel/Adjudication Panel, in consultations with the Title IX Coordinator will impose remedies and/or sanctions as necessary to end the misconduct, prevent its recurrence, and address its effects. The Institutions reserve the right to take whatever measures deemed necessary in response to an allegation of Sexual Misconduct to protect the rights and personal safety of the complainant and the Institutions' community members. In determining sanctions, the Title IX Hearing Panel/Adjudication Panel will consider the following factors, among others: the nature and severity of the misconduct, the need to protect the safety and educational/employment environment of the campus community, the particular facts and circumstances of the matter, any previous conduct violations by respondent, any aggravating or mitigating factors, and sanctions imposed in similar cases by the Institutions.

Individuals who are found responsible under this Policy may face sanctions as appropriate for students, employees, visitors, or others, including, but not limited to the following sanctions. Each of these sanctions and other sanctions may be imposed alone or in combination for a respondent found responsible for Sexual Misconduct, as defined by this Policy:

- verbal warning;
- written warning;

- disciplinary censure;
- disciplinary probation;
- suspension, ranging from 1 semester to 5 years with reinstatement requirements that could include behavioral contracts, required attendance at educational programs, required assessment or counseling, and other potential conditions on reinstatement;
- expulsion;
- suspension or withdrawal of privileges;
- withholding of diploma or degree for a defined period of time or until the completion of assigned sanctions;
- temporary revocation of degree;
- revocation of admission to CSB or SJU;
- temporary or permanent restricted access to areas of campus, and campus events, activities, organizations or courses;
- temporary or permanent removal from class or living or housing assignment;
- conditions upon presence on campus or at CSB and/or SJU events;
- no trespass or no-contact orders;
- required attendance at an educational training or meetings;
- behavioral contracts;
- required assessment or counseling;
- community service hours;
- unpaid suspension;
- loss or reduction of salary or benefit such as travel funding;
- suspension of promotion and salary increments ranging from 1 semester to 5 years, with reinstatement requirements that could include behavioral contracts, required attendance at educational programs, required assessment or counseling, and other potential conditions on reinstatement;
- removal or non-renewal of scholarships or honors;
- transfer or change of job or responsibilities;
- demotion;
- termination of employment;
- payment of restitution or costs incurred

Any concern about a violation of an imposed sanction should be reported to a Title IX Coordinator promptly.

When an investigation reveals that a campus organization (such as a student club, athletic team, campus academic department, staff/faculty committee) has committed or promoted behavior involving Sexual Misconduct, the organization may be sanctioned. Sanctions to the organization may include, but are not limited to, loss of CSB and/or SJU privileges (including, but not limited to, prohibition on the organization's participation in certain activities and the use of CSB and/or SJU facilities), educational requirements for organization members, required additional oversight of organization activities, temporary loss of organization recognition and/or funding, and permanent loss of organization recognition, in addition to individual members of the organization who are determined responsible for a Policy violation being subject to the sanctions listed above.

All campus organizations/departments are responsible for the actions of its members when they are operating on behalf of the organization/department.

Remedies for the complainant are designed to restore or preserve equal access to CSB and/or SJU's education program or activity. Remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent. Remedies, accommodations, and protective measures for the complainant include implementing or extending remedial or protective measures, including, without limitation, the following examples:

- A mutual no-contact order;
- Restricted contact;
- Prohibiting an individual involved from being on the Institutions' property;
- Prohibiting an individual involved from participating in CSB or SJU-sponsored events;
- Changing an individual's living or housing, or dining arrangements;
- Changing an individual's student or employee status or job responsibilities.
- Changing an individual's work or class schedule;
- Providing academic accommodations or providing assistance with academic issues;
- Providing security escorts;
- Access to counseling;
- Making information about orders for protection and harassment restraining orders available to a complainant;
- Assistance identifying an advocate to help secure additional resources or assistance, including off-campus and community advocacy, support, and services.

Remedies designed to address the Institutions' community include increased monitoring, supervision, and/or security at locations or in connection with activities where the prohibited conduct occurred or is likely to reoccur and targeted or broad-based educational programming or training for relevant persons or groups.

The Title IX Coordinators are responsible for effective implementation of any remedies.

5. Notice of Determination

The complainant and respondent will simultaneously receive a written notice of the determination.

For complaints involving (1) Title IX Sexual Harassment or (2) Sexual Assault, Dating Violence, Domestic Violence, or Stalking *occurring outside* of an education program or activity or against a person *outside* the United States, the written notice shall include the allegations potentially constituting Sexual Misconduct, a description of the procedural steps taken from the receipt of the formal complaint through the determination (including any notifications to the parties, interviews with the parties and witnesses, site visits, methods used to gather other evidence, and hearings held), findings of fact

supporting the determination, conclusions regarding the application of the Institutions' policy to the facts, the determination regarding responsibility as to each allegation, any imposition of sanctions, whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant, and the rationales for the determination and sanctions (including how the evidence was weighed, how the information supports the result, and the standard of evidence applied). The written notice will also include information about the procedures and permissible bases for appeal, as set forth below, and when the result becomes final. In addition, the written notice shall include any other steps the Institutions have taken to eliminate the conduct and prevent its recurrence.

For all other complaints of Sexual Misconduct, the written notice shall include the determination of the Adjudication Panel.

In cases involving allegations of Title IX Sexual Harassment, the written notice of determination will generally be received within twenty-five (25) calendar days from the date the live hearing concluded. In cases involving allegations of other forms of Sexual Misconduct, the written notice of determination will generally be received within twenty-five (25) calendar days from the date the Adjudication Panel receives the adjudication file. In some cases, more time may be required.

The determination of the Title IX Hearing Panel/Adjudication Panel may be appealed as provided below. In the event that no appeal is filed within the time periods prescribed below, the decision will be final and the sanctions, if any, will be effective.

6. Dismissal of Formal Complaint Prior to Adjudication

If the allegations in a formal complaint are initially included in the notice of allegations as allegations of Title IX Sexual Harassment, but facts are gathered during the course of the complaint resolution process that indicate that the alleged conduct does not meet the definition of Title IX Sexual Harassment, the Institutions will dismiss the formal complaint as to those allegations. Even if a formal complaint or any allegations of Title IX Sexual Harassment are dismissed, the Institutions reserve the right to move forward with a complaint resolution process using the other Sexual Misconduct definitions and the other procedures in this Policy, as applicable.

In cases involving allegations of any Sexual Misconduct, the Institutions may, at their discretion, dismiss the case prior to adjudication in certain circumstances. Circumstances that may lead to dismissal prior to adjudication, include, but are not limited to: the complainant notifies a Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein, the respondent is no longer enrolled or employed by the Institutions, or specific circumstances prevent the Institutions from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. If the Institutions dismiss a formal complaint, the Institutions will promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties. A dismissal of a formal complaint may be appealed as provided below.

7. Appeal

Either the complainant or the respondent may appeal a decision to dismiss a formal complaint or any allegations therein, as discussed above in Section XI.F.6. Dismissal of Formal Complaint Prior to Adjudication. The parties may also appeal the Title IX Hearing Panel's/Adjudication Panel's decision regarding responsibility.

Grounds for appeals are as follows:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time of the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- A Title IX Coordinator, investigator, or Title IX Hearing Panel/Adjudication Panel had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

a. **Submitting an Appeal**

Either party may request an appeal by submitting a written appeal statement, which may not exceed 2,000 words, challenging the outcome of the complaint resolution process. The written appeal statement must be submitted to a Title IX Coordinator at TitleIXAppeals@cbsbsju.edu within two (2) calendar days of receiving the notice of determination and must explain which of the above grounds the party is invoking for the appeal. While the parties may be assisted by their advisors in preparation of the appeal, the appeal statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf. Failure to file a timely appeal constitutes a waiver of any right to an appeal.

A Title IX Coordinator will review the appeal statement to determine whether the appeal states a permissible ground for appeal (as set forth above), such that the appeal will be considered. A Title IX Coordinator may remove or redact any portions of the appeal statement that exceed the word limit or that otherwise exceed the scope of information that may be considered in the complaint resolution proceeding (such as treatment records without consent, information subject to a legal privilege without a waiver, or evidence relating to the complainant's prior sexual history if an exception does not apply).

If the Title IX Coordinator determines that the appeal states a permissible ground for appeal, the non-appealing party will be notified of the appeal and provided an opportunity to review the appeal statement and submit a written response in support of the outcome. Any written response from the non-appealing party in support of the outcome must not exceed 2,000 words and must be submitted to a Title IX Coordinator within two (2) calendar days of receiving notice of the appeal. While the party may be assisted by their advisors in preparation of the responsive appeal statement, the responsive appeal statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf.

A Title IX Coordinator will review any responsive appeal statement and may remove or redact any portions of the

statement that exceed the word limit or that otherwise exceed the scope of information that may be considered in the complaint resolution process (such as treatment records without consent, information subject to a legal privilege without a waiver, or evidence relating to the complainant's prior sexual history if an exception does not apply).

A Title IX Coordinator generally will compile an appeal file, which may consist of any information, documents, or other evidence that is provided to the Appeal Officer(s). Such information may include, the written appeal statement, the responsive appeal statement, the notice of determination, the adjudication file in its entirety or in part, any previously undiscovered evidence (if discovery of new evidence is a ground for the appeal), and any other information determined to be necessary for the Appeal Officer(s)' decision, at the Title IX Coordinator's discretion.

For complaints involving allegations of (1) Title IX Sexual Harassment or (2) Sexual Assault, Dating Violence, Domestic Violence, or Stalking *occurring outside* of the education program or activity or against a person *outside* of the United States, the appeal file will be made available for review by the complainant and respondent. A Title IX Coordinator will provide a two (2) calendar day period for the complainant and respondent to have access to review the appeal file.

In cases where the appeal file is made available for review as discussed above, the parties and parties' advisors may use the appeal file reviewed at this step and any additional information reviewed during the consideration of the appeal (see below), only for purposes of participating in the complaint resolution process and are prohibited from disseminating or otherwise sharing the appeal file or additional information with any other individual. Prior to being provided access to the appeal file or any additional information, the parties and parties' advisors will be required to sign a non-disclosure agreement agreeing to such terms.

b. **Consideration of Appeal**

Appeals will be considered by one or more Appeal Officers. When the respondent is a student, the Appeal Officer will generally be the Associate Provost for Student Success or other senior level officers of the Institutions. When the respondent is a faculty or staff member, the Appeal Officer(s) will generally be the Dean of Faculty, the Academic Dean, Vice Presidents of the Institutions or other senior level officers of the Institutions. The Institutions reserve the right to appoint any trained individual who is free of conflict of interest or bias as an Appeal Officer, including a third-party Appeal Officer. The Appeal Officer(s) will not be one of the Title IX Hearing Panel/Adjudication Panel members, the investigator, or the Title IX Coordinator on the same matter. The parties shall receive written notice of the Appeal Officer(s) who have been appointed. If any party has a concern that an Appeal Officer has a conflict of interest, the party should report the concern in writing as indicated in Section X.I. Conflicts of Interest and Bias above.

The Appeal Officer(s) will not rehear the case, but will review the appeal file and consider whether it is more likely than not that the

above-listed grounds for appeal have been satisfied. The Appeal Officer(s) may choose to meet with the parties and consider other additional information, in the Appeal Officer(s)' sole discretion. For cases of (1) Title IX Sexual Harassment or (2) Sexual Assault, Dating Violence, Domestic Violence, or Stalking *occurring outside* of the education program or activity or against a person *outside* of the United States, if the Appeal Officer(s) receive(s) any additional information, the parties shall have an opportunity to review the additional information.

If the Appeal Officer(s) determine(s) that there is sufficient evidence to conclude that it is more likely than not that one or more of the above grounds for appeal is satisfied, generally, the matter will be remanded for further investigation and/or deliberations by the Title IX Hearing Panel/Adjudication Panel and/or an additional live hearing, as determined by the Appeal Officer(s).

When the matter is remanded, the Appeal Officer(s), in consultation with a Title IX Coordinator, will determine whether the matter should be remanded to the original Title IX Hearing Panel/Adjudication Panel or whether a new Title IX Hearing Panel/Adjudication Panel should review the matter. The Appeal Officer(s) may not change Title IX Hearing Panel's/Adjudication Panel's determination of whether the respondent was responsible or not responsible for a Policy violation. Only the Title IX Hearing Panel/Adjudication Panel reviewing the matter on remand from an appeal may change the determination of the original Title IX Hearing Panel/Adjudication Panel of whether the respondent was responsible or not responsible for a Policy violation. If the reasons for remand relate to the investigation or warrant additional investigation, the Appeal Officer(s), in consultation with a Title IX Coordinator, will determine whether the matter should be remanded to the previous investigator or whether a new investigator should be appointed.

Upon remand, the investigator and Title IX Hearing Panel/Adjudication Panel shall utilize the same process as required for all complaint processes under this Policy. If the matter is remanded, the determination made on remand will be appealable under the procedures discussed in this Section.

If the Appeal Officer(s) determine(s) that there is insufficient evidence to conclude that it is more likely than not that one or more grounds for appeal have been satisfied, the Appeal Officer(s) will dismiss the appeal. This decision is final and is not appealable. If the Appeal Officer(s) dismiss the appeal, the sanctions will be effective on the date the Appeal Officer(s)' decision is provided to the parties.

The Appeal Officer(s) will simultaneously issue to the parties a written decision describing the result of the appeal and Appeal Officer(s)' rationale for the result. The Institutions will strive to complete the appeal within twenty (20) calendar days following the Appeals Officer(s)' receipt of the appeal file from the Title IX Coordinator; however, in some cases, more time may be required.

Appeals arising out of alleged violations of this Policy must be made under this appeal process and are not eligible for consideration under faculty, staff or student grievance policies or processes.

XI. Complaints of Related Misconduct

Any complaint relating to retaliation or interference with process in violation of this policy or violations of supportive/interim measures, sanctions, the obligation to be truthful, the obligation to action in good faith, or a nondisclosure agreement should be reported promptly to a Title IX Coordinator. The Institutions will provide a prompt and equitable process for the resolution of complaints alleging retaliation or interference with process or a violation of supportive/interim measures, sanctions, the obligation to be truthful, the obligation to action in good faith, or a nondisclosure agreement.

When the Institutions receive a complaint of retaliation or interference with process or of violations of supportive/interim measures, sanctions, the obligation to be truthful, the obligation to action in good faith, or a nondisclosure agreement, the Title IX Coordinator(s) may exercise discretion to determine an appropriate responsive process based on the facts and circumstances. At the Title IX Coordinator(s)' discretion, options for resolution include, but are not limited to: informal discussions and resolution facilitated by a Title IX Coordinator, investigation and/or determination by a Title IX Coordinator, or assignment of a designated individual to investigate the complaint and/or determine an appropriate response. This process will be separate and distinct from the Complaint Resolution Process outlined above for addressing Sexual Misconduct complaints. A Title IX Coordinator will document the complaint received, the process used, and the outcome. In instances where the outcome of the process results in a suspension longer than one year, expulsion, or termination of employment, the impacted individual may appeal the decision in accordance with the appeal rights as set forth in this Policy. The Institutions will notify the parties of the outcome of the complaint.

XII. Recordkeeping

The Title IX Coordinator(s) are responsible for maintaining the Institutions' official records of Sexual Misconduct reports and formal complaints. When a formal complaint is pending, each official having a role in the response and resolution process is responsible for handling records appropriate to their role. When the process is complete, the official records relating to the formal complaint will be provided to a Title IX Coordinator, who will maintain such records in accordance with the Institutions' record retention requirements and applicable law. Records related to Sexual Misconduct reports and formal complaints will be treated as confidential and shared only on a need-to-know basis, as required by law, or to conduct a complaint resolution process.

XIII. Alternative Procedures

Nothing in this Policy is intended to interfere with the right of any individual to pursue other avenues of recourse which may include, but are not limited to, filing a complaint with the United States Department of Education's Office for Civil Rights (OCR). The person filing the complaint need not be a complainant of the alleged Sexual Misconduct, but may complain on behalf of another person. More information about filing a complaint can be found at <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html?src=rt>.

The OCR office for institutions located in Minnesota is:

U.S. Department of Education
Office for Civil Rights

Citigroup Center
 500 W. Madison Street, Suite 1475
 Chicago IL 60661-4544
 Tel: (312) 730-1560
 TDD: (877) 521-2172
 Email: OCR.Chicago@ed.gov

XIV. Immediate and Ongoing Assistance Following an Incident of Sexual Misconduct

The Institutions will support any person adversely impacted by Sexual Misconduct. Both the Institutions and the surrounding community provide a variety of resources to assist and support individuals who have experienced Sexual Misconduct or are affected by allegations of Sexual Misconduct. These resources, both immediate and ongoing, are available to all persons irrespective of their decision to report to the Institutions or to law enforcement.

Support services that may be available include, but are not limited to, connecting the individual with appropriate, fair and respectful on-campus and off-campus counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and support services; making changes to academic, living, transportation, and/or working arrangements; assistance in filing a criminal complaint; and providing information about restraining orders and other available protections and services. Additional information about ongoing assistance is in Section X.G. Supportive/Interim Measures below. To receive information about obtaining support services, individuals should contact a Title IX Coordinator or a confidential resource.

The Institutions will provide written notification to affected individuals about existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other services available for victims, both within the Institutions and in the community.

A complete description of CSB and SJU and community resources, both confidential and non-confidential, and additional information regarding what to do if you experience Sexual Misconduct is provided in Section XV. Resources at the end of this Policy and on the Institutions' website. Individuals who believe they have been subjected to any form of Sexual Misconduct are encouraged to seek support from these resources.

XV. Resources

Emergency Contacts

- 911
- Anna Marie's Alliance (Emergency Domestic Violence Shelter and Services) Tel: (320) 253-6900
- Central Minnesota Sexual Assault Center (CMSAC) Tel: (320) 251-4357

CMSAC is a 24-hour crisis intervention center for victims of all forms of sexual violence. The Center's purpose is to provide non-judgmental direct services to victims of sexual assault, their families and friends, to provide professional training and prevention education regarding sexual assault; and to improve the coordination of services of various agencies that deal with sexual assault and its victims.

At CMSAC Forensic Nurse Examiners ("FNE") (formerly Sexual Assault Forensic Examiners "SAFE Nurses") perform a special exam and collect evidence in a "rape kit." There is no charge for the sexual assault exam.

You can have a sexual assault exam within 120 hours after the rape or sexual assault. The purpose of the sexual assault exam is to collect

forensic evidence, receive preventative health care, and see if you have any physical injuries that need tending. The exam will take place at the sexual assault exam site, in a confidential room with trained staff and volunteers. During the exam, the FNE will collect evidence such as your clothing, DNA swabs, etc. Prior to the exam, preserve all evidence and do not shower, bathe, change clothes, douche, brush teeth, drink or eat, or throw away any clothing until police or medical personnel say it is okay. If you have done any of the above, it is still possible to do an exam, but it is not as effective. If possible, please try to avoid any of these actions.

Campus Resources

- SJU Life Safety - 2144
- CSB Security - 5000
- CSB Dean of Students - 5601
- SJU Dean of Students - 2737
- Title IX Office - 5943
- CSB/SJU Counseling - 3236
- VISA/Immigration concerns - 5455
- CSB/SJU Health Center - 5605
- Violence Prevention - 2036
- Financial Aid - 5388

Community Resources

- St. Joseph Police
Tel: (320) 363-8250
- St. Cloud Police
Tel: (320) 251-1200
- Stearns County Sheriff's Office
Tel: (320) 251-4240
- St Cloud Hospital
1406 Sixth Avenue North
St. Cloud, MN 56303
Tel: (320) 251-2700
- Mid-Minnesota Legal Aid - St. Cloud Office
Tel: (320) 253-0121
- Harassment Restraining Orders & Orders for Protection
Court Administration Office
Stearns County District Courthouse
725 Courthouse Square
St. Cloud, MN 56303
Tel: (320) 656-3620
Online Forms Available at Minnesota Judicial Branch website:
<http://www.mncourts.gov/GetForms.aspx?c=17#subcat39>
More information: <https://www.stearnscountymn.gov/455/Orders-for-Protection> (<https://www.stearnscountymn.gov/455/Orders-for-Protection/>)

State Resource

- Minnesota Coalition Against Sexual Assault: <https://www.mncasa.org/>

National Resources

- National Sexual Violence Resource Center: <http://www.nsvrc.org/>
- Rape, Abuse and Incest National Network: <http://www.rainn.org/>
- The Office on Violence Against Women (Department of Justice): <https://www.justice.gov/ovw> (<https://www.justice.gov/ovw/>)
- U.S. Department of Education, Office for Civil Rights
Citigroup Center
500 W. Madison Street, Suite 1475
Chicago IL 60661-4544

Tel: (312) 730-1560
 TDD: (877) 521-2172
 Email: OCR.Chicago@ed.gov

Hotlines

- Central Minnesota Sexual Assault Center (CMSAC): (320) 251-4357
- National Sexual Assault Hotline: 1 (800) 656-HOPE
- Anna Marie's Alliance (Domestic abuse services): (320) 253-6900
- Mental Health Hotline: Central MN Mental Health Center: 1 (800) 635-8008

Survivor Information

Books

- <http://www.voicesofcourage.com/>

Resources for Friends and Family of Survivors

- Secondary Survivors/Concerned Persons – Central MN Sexual Assault Center (cmsac.org (<http://cmsac.org>))

For more information, contact:

- Tamara Hennes-Vix, Title IX Coordinator
(320) 363-5943; or
- Chantel Braegelmann, Faculty/Staff Human Rights Officer
(320) 363-5071

XVI. Minnesota Criminal Law Definitions

Some of the conduct prohibited by this Policy may be crimes. Links to relevant Minnesota criminal law definitions are provided below. The Minnesota criminal law citations are provided for informational purposes only. The definitions set forth in Section VI. Prohibited Conduct above will be used for all purposes under this Policy.

Sexual Assault

See Minnesota Statutes Section 609.341 et seq. for applicable criminal law definitions relating to sexual assault. Minnesota law prohibits criminal sexual conduct in the first through fifth degrees as set forth in Minnesota Statutes Sections 609.342-609.3451; criminal sexual conduct includes non-consensual sexual contact and non-consensual sexual penetration as those terms are defined in Minnesota Statutes Section 609.341.

Dating Violence

See Minnesota Statutes Sections 518B.01; 609.2242 for applicable criminal law definitions relating to dating violence. Minnesota law does not specifically define dating violence; however, Minnesota law prohibiting domestic abuse includes physical harm, bodily injury, or assault committed between persons involved in a significant romantic or sexual relationship.

Domestic Violence

See Minnesota Statutes Sections 518B.01; 609.2242 for applicable criminal law definitions relating to domestic violence. Minnesota law prohibits domestic abuse committed against a family or household member by a family or householder member, as those terms are defined in Minnesota Statutes Section 518B.01.

Stalking

See Minnesota Statutes Section 609.749 for applicable criminal law definitions relating to stalking. Minnesota law prohibits stalking as defined in Minnesota Statutes Section 609.749.

Approved by the College of Saint Benedict and Saint John's University Boards of Trustees on August 11, 2022

3.5.1 Joint Policy on Reporting Suspected Child Abuse

I. Purpose, Scope, and Definition

- Purpose.** The purpose of this policy is to ensure the health, safety, and well-being of children. The College of Saint Benedict (CSB) and Saint John's University (SJU) have zero tolerance for child abuse in any form.
- Scope.** This policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU are required to comply with the provisions of this policy, as determined by the College and University. The policy applies to the CSB and SJU campuses, all properties owned or leased by either CSB or SJU, and all off-campus sites at which students, faculty, or staff or other associated individuals of either institution participate in college or University sponsored activities, including study abroad programs.¹
- "Child."** For the purposes of this policy, a "child" is any minor, defined by law as an individual under the age of 18.
- "Associate."** For purposes of this policy, an "associate" is any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John's Abbey or Saint Benedict's Monastery.

II. Required Reports of Maltreatment of Children (Physical Abuse, Sexual Abuse, or Neglect)

- All Employees and Students Must Report Suspected Child Abuse to CSB or SJU.**

CSB and SJU cannot stop child abuse unless its representatives are made aware of suspicions or allegations regarding it. Therefore, all CSB and SJU students, faculty, staff, and associates who suspect any physical or sexual abuse or neglect of a child on campus or in connection with any CSB and/or SJU event, program, or activity are required to immediately report the issue to at least **one** member of the **Child Protection Report Team**. (Contact information is listed below in the appendix to this policy.)

Child Protection Report Team

- CSB/SJU Human Rights Officers
- CSB/SJU Sr Human Resource Officer
- CSB/SJU Provost and Associate Provosts
- CSB and SJU Divisional Leaders
- CSB Security Director
- SJU Life Safety Services Director
- CSB and SJU Deans of Students
- Dean & Rector of SJU School of Theology

Students, faculty, staff, and associates are required to make reports of suspected physical or sexual abuse or neglect to the Child Protection Report Team regardless of whether they witnessed the suspected abuse directly or whether the

suspected abuse was reported to them by another. When any member of the Child Protection Report Team receives such a report, she or he shall promptly share the report with the other members of the Child Protection Report Team, and the President and Title IX Coordinator of each institution.² CSB and/or SJU will investigate the incident and take immediate measures to protect the child or children of concern. In addition to reporting to a member of the Child Protection Report Team, all students, faculty, staff, and associates **are encouraged** (and some faculty, staff, students, and associates **must** – See Part II.B. below) report their concerns about possible child neglect or physical or sexual abuse to law enforcement authorities or to Stearns County Human Services. CSB and/or SJU will report the incident to law enforcement or a local child welfare agency in accordance with applicable law.

Students, faculty and staff who fail to make a required report in violation of this policy, will be subject to discipline, up to and including expulsion from school for students or termination of employment for faculty and staff. Discipline will be administered in accordance with the applicable student, faculty or staff handbook at their institution.

In addition to the reports of child abuse that are required by this policy, students, faculty, staff, and associates are strongly encouraged to report to a member of the Child Protection Report Team any verbal or other conduct by students, faculty, staff, or associates towards a child that may cause emotional harm to the child. CSB and SJU acknowledge that it may be difficult to define what types of verbal abuse or other conduct may harm a child. Questions about whether a report should be made may be directed to any member of a Child Protection Report Team. CSB and SJU are firmly committed to helping children and to providing a positive environment for children that is free of verbal or emotional abuse.

B. Mandatory Reporters Required by Minnesota Law to Report Suspected Child Abuse to Law Enforcement.

In addition to the internal reporting requirement specified in Part II.A., the Minnesota Child Abuse Reporting Act (Minnesota Statutes § 626.556 at <https://www.revisor.mn.gov/statutes/?id=626.556>) requires that the following employee groups (which may include students) also immediately report suspected child abuse (including physical abuse, sexual abuse, or neglect) to local law enforcement authorities:

- All Faculty
- Leadership Team members
- All Student Development staff
- All Admission and Residential Life staff
- All coaches and assistant coaches
- Any employee who works with children
- Any employee who supervises students who work with children
- Any employee who works in the CSB Security or SJU Life Safety offices

- Any other professional in the field of education, healing arts, psychological or psychiatric treatment, social services, or law enforcement

Subd. 3. Persons mandated to report

- a. *A person who knows or has reason to believe a child is being neglected or physically or sexually abused, as defined in subdivision 2, or has been neglected or physically or sexually abused within the preceding three years, shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, or the county sheriff.*

In all cases, the person is required to make an internal report to a member of the CSB/SJU Child Protection Report Team.

Legally-specified reporters must provide an immediate verbal report to law enforcement and within 72 hours must provide a written report. Individual criminal penalties may result from failure to make a required report. Contact information for making a report to law enforcement authorities is provided in the appendix to this policy.

CSB and SJU faculty and staff who travel to different parts of the country and world should know that different states and different countries have different laws with respect to reporting suspected abuse. Faculty and staff are responsible for inquiring into and knowing reporting requirements, as applicable.

CSB and SJU seek to support all employees who are required to make reports under state law. If you have questions about your duties as a mandatory reporter, you may seek assistance from the Human Rights Officer(s), the Human Resources Director, or your institution's Title IX Coordinator. CSB and SJU expect all employees to comply with applicable law in addition to reporting suspected abuse to CSB or SJU.

C. Reports of Child Pornography Required.

Possession of Child Pornography is a crime for which CSB and SJU have zero tolerance. Any CSB or SJU student, faculty, or staff who suspects that a CSB or SJU student or employee is in possession of or accessing child pornography on the college or university campus, in connection with any CSB or SJU event, or by using college or university property including, but not limited to: computers, servers, phones, or other resources, must immediately report their concerns to a member of the Child Protection Report Team. A mandatory report to the police, the county sheriff, or the local child welfare agency is also required under Section II.B. in instances where the faculty or other staff member listed in II.B. knows the individual depicted in the pornography and knows that the individual is a minor.

D. No Retaliation.

CSB and SJU will not retaliate against any student, faculty or staff who makes a good faith report of suspected child abuse under this policy, and retaliation by any community member (student or employee) is strictly prohibited. Encouraging others to retaliate also violates this Policy. Any student, faculty or staff member who feels they have been retaliated against for making a report under this policy or for participating in an investigation should contact the Human Rights Officer(s), Dean(s) of Students, or the Human Resources Director. Students, faculty and staff who are found to have engaged in retaliation against another employee or student, in violation of this policy, will be subject to discipline, up to and including expulsion from school for students or termination of employment for faculty and staff, in accordance with the applicable student, faculty or staff handbook at their institution.

¹ This policy is as comprehensive as possible, but is it not possible to foresee every situation. If you have questions, about this policy, you should speak with a Human Rights Officer or another member of the Child Protection Team.

² Because of the significant interaction between students and employees of CSB and SJU, CSB and SJU have determined that reports of suspected child abuse at one institution shall be shared with members of the Child Protection Team and the President from the other institution so that watch institution can take appropriate responsive measures.

Appendix: Contact Information

1. Legal Authorities

| Position | Contact Information |
|---------------------------------|--|
| Stearns County Sheriff’s Office | 807 Courthouse Square, Rm S100, St. Cloud MN 56303 |
| Stearns County Human Services | 705 Courthouse Square, 2nd floor, St. Cloud MN 56303 |
| St. Joseph Police | 25 College Ave N, St. Joseph, MN 56374 320-363-8250 |

**2. Child Protection Report Team
College of Saint Benedict**

| Position | Contact Information |
|-------------------------------------|---|
| Faculty/ Staff Human Rights Officer | Chantel Braegelmann, cbraegem001@csbsju.edu 320-363-5071 |
| Student Human Rights Officer | Jody Terhaar, jterhaar@csbsju.edu 320-363-5601 |
| Chief Human Resource Officer | Erin Muckerheide, emuckerheide001@csbsju.edu 320-363-5511 |
| Security Director | Darren Swanson, dswanson@csbsju.edu 320-363-5000 |
| XPD Director | Angie Whitney, awhitney@csbsju.edu 320-363-5117 |
| Provost | Richard Ice, rice@csbsju.edu 320-363-5503 |

| | |
|---------------------------------------|--|
| Associate Provost for Student Success | Mary Geller, mgeller@csbsju.edu 320-363-5601 (CSB); 320-363-2737 (SJU) |
| Chief Financial Officer | Anne Oberman, aoberman@csbsju.edu 320-363-5999 |
| VP for Institutional Advancement | Heather Pieper-Olson, hpieperolso@csbsju.edu 320-363-5964 |
| Dean of Students | Jody Terhaar, jterhaar@csbsju.edu 320-363-5601 |

Saint John’s University

| Position | Contact Information |
|--------------------------------------|--|
| Faculty/ Staff Human Rights Officer | Chantel Braegelmann, cbraegem001@csbsju.edu 320-363-5071 |
| Student Human Rights Officer | Michael Connolly, mconnolly@csbsju.edu 320-363-2737 |
| Chief Human Resource Officer | Erin Muckerheide, emuckerheide001@csbsju.edu 320-363-5511 |
| Life Safety Services Director | Shawn Vierzba, svierzba@csbsju.edu 320-363-2144 |
| XPD Director | Angie Whitney, awhitney@csbsju.edu 320-363-5117 |
| Provost | Richard Ice, rice@csbsju.edu 320-363-5503 |
| Associate Provost of Student Success | Mary Geller, mgeller@csbsju.edu 320-363-5601 (CSB); 320-363-2737 (SJU) |
| Dean of Admission | Cory Piper, cpiper001@csbsju.edu 320-363-5474 |
| Chief Financial Officer | Jennifer Meyer, jmmeyer@csbsju.edu 320-363-3164 |
| VP for Institutional Advancement | Rob Culligan, rculligan@csbsju.edu 320-363-3388 |
| Dean of Students | Michael Connolly, mconnolly@csbsju.edu 320-363-2737 |
| Dean of the SJU School of Theology | Shawn Colberg, scolberg@csbsju.edu 320-363-3188 |
| Rector of the SJU School of Theology | Michael Patella, mpatella@csbsju.edu 320-363-2108 |

As changes are made in the person holding these positions, current information may be found in the campus directory on the CSB/SJU website (<https://www.csbsju.edu/>).

Endorsed by CSB Board of Trustees and approved by President MaryAnn Baenninger, September 28, 2012
Approved by SJU Board of Trustees, September 28, 2012
Updated March 2021

3.5.2 Joint Policy on the Presence of Children and Minors on Campus and Participating in Campus Events and Activities for The College of Saint Benedict and Saint John's University

Purpose, Scope, and Definitions

- A. **Purpose.** The College of Saint Benedict (CSB) and Saint John's University (SJU) welcome children to our campus community and in the greater community around us. The purpose of this policy is to promote the health, safety, and well-being of children on campus and children who participate in CSB and SJU events and to clarify CSB and SJU rules with respect to children and minors.

CSB and SJU have zero tolerance for child abuse and have adopted a separate Joint Policy on Reporting Suspected Child Abuse. Please refer to that policy with questions related to reporting suspected child abuse.

- B. **Scope.** This policy applies to all students, faculty, and staff of CSB and SJU; campus visitors; and individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU. The geographic scope of this policy includes the CSB and SJU campuses, all properties owned or leased by either CSB or SJU, and all off-campus locations, including but not limited to monastic property and study abroad programs, at which students, faculty, or staff or other associated individuals of either institution participate in College or University sponsored activities.¹
- C. **Child, Children, Minor, and Minors.** For the purposes of this policy, the terms "child," "children," "minor," and "minors" refer to or describe individuals under the age of 18. When the policy refers to children of CSB and SJU faculty, staff, and/or students, the reference includes minor siblings and other minors who are relatives of CSB or SJU faculty, staff, or students.
- D. **Associate.** For purposes of this policy, an "associate" is any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John's Abbey or Saint Benedict's Monastery.

Responsibility for Children

CSB and SJU are institutions of higher education. While CSB and SJU welcome and invite the presence of children on campus, CSB and SJU recognize that the campuses and CSB/SJU events may not always be an appropriate environment for children.

In recognition of the family needs and responsibilities, students, faculty, and staff may bring their child(ren) to campus for limited periods of time while the employee or student is engaged in work or educational activities, with approval by the supervisor or appropriate designee. In doing so, students, faculty, and staff must recognize and respect the needs of other community members for a quiet and productive work and educational setting. No facility or office on campus is to be used regularly in lieu of paid child care or for unsupervised recreation for children. The adult responsible for a child is also responsible for the child's behavior and actions and is expected to ensure that the child complies with the directions of College or University personnel.

- A. **Supervision Required.** Faculty, staff, and students and other adults maintain the sole responsibility for the safety of their own child(ren) or any other child(ren) accompanying them on campus.

There are risks to bringing children to the campuses and to CSB and SJU events. Students, faculty, and staff and other adults should be aware of these risks and are responsible for any and all injuries or damages sustained to or by their child(ren) or any other child(ren) accompanying them while on the CSB or SJU campuses or any properties owned or leased by CSB or SJU, and when bringing child(ren) on college-sponsored trips or other activities. CSB and SJU shall not be responsible or liable for any such injuries or damages unless such injuries or damages are caused by the sole negligence of CSB or SJU, or their officers, agents, or employees.

- B. **Revocation.** Allowing employees and students to bring their child(ren) to campus or on College or University-sponsored trips as described in the sections below is a privilege extended by CSB and/or SJU and may be revoked at the discretion of the College or University if the provisions of this policy are violated or the privilege is abused. CSB or SJU may also prohibit an employee or student from bringing a child(ren) to campus if other members of the College or University community reasonably object. Any member of the community who is not comfortable with the presence of a child(ren) in his or her work or educational setting should advise his or her supervisor, the Dean(s) of Students, or the Director of Human Resources.

Sponsored Events and Programs On-Campus

- A. **Sponsored Events.** CSB and SJU sponsor a number of events in the performing arts, athletics, and other areas that are open to children. The College and University welcome the presence of children on campus for these events. In order to ensure their safety and that of other guests, CSB and SJU require that the parent, legal guardian, or other adult responsible for each child comply with the following provisions:
- CSB and SJU are not responsible for the supervision of any children who attend a campus event (as noted in Section II.A of this policy), unless the event sponsor specifically states in a written announcement that supervision by College or University staff will be provided.
 - Children must remain in the area of campus where the event is located.
 - The adult responsible for a child is also responsible for the child's behavior and actions and for any damage caused by a child, as noted in Section II of this policy.
 - If a child attending a CSB or SJU event or program needs an accommodation for a disability or other special need, it is the responsibility of the adult to request such an accommodation, in advance of the event, to the extent possible.
- B. **Sponsored Programs.** Throughout the calendar year, CSB and SJU sponsor a number of programs specifically designed for children, such as summer camps and fine arts programs. The College and University require that children in these programs be appropriately supervised by adults with the proper training and credentials, and subject to CSB and SJU's criminal background check requirements. Each program has specific operating protocols related to its nature and purpose, but all programs are expected to comply with the safety practices stated below. Failure to follow these practices should be reported immediately to the Program Director or appropriate supervisor.

- a. All program staff (paid and volunteer, including CSB and SJU student staff members) must receive training with respect to working with children. The level of training will differ depending on the program.
 - b. Program sponsors should determine the appropriate ratio of staff to children and follow that ratio. In all cases, any ratios mandated by law must be followed.
 - c. Program staff must inform another staff member when they are taking children out of the program room or area for any reason.
 - d. Except in emergency or other exigent circumstances, no child should ever be left alone with a staff member. It is a best practice for programs to use and enforce the “rule of three,” requiring at least two program adults or two children in each group at all times.
 - e. Children in any program must remain in the area where the program is being held. As much as possible, no child who is participating in a CSB or SJU sponsored program should be left alone on campus at any time or for any reason. The Dean of Students may make exceptions in limited circumstances involving older children based on the written request of the Program Director.
 - f. Employees working in the program may only take photographs of children in the program for program-related purposes, and only after the child’s parent or legal guardian has signed a College or University provided waiver allowing the photograph.
- C. **Programs and Events Sponsored by Other Entities.** CSB and SJU allow selected outside individuals and entities to rent College and University facilities for programs/events specifically designed for or including children, such as swimming programs, summer athletic, dance, and academic programs, and family events such as weddings. CSB and SJU will work with these entities to assist them in complying with this policy.

Programs and Trips Off-Campus

- A. **General.** Through CSB and SJU’s service learning, community service, internships, student teaching and other programs, faculty, staff, and students, are engaged in many off-campus activities involving children. All CSB and SJU participants in such programs and activities are required to comply with the child protection requirements of the off-campus site where the activities occur, including requirements related to training and criminal background checks.
- B. **Use of College and/or University Funds.** Any person using College and/or University funds, including club funds from the Student Senates, to participate in off-campus activities involving children must notify the Dean(s) of Students, in writing, or (in the case of faculty or staff) the Director of Human Resources when applying for the College or University funds and before commencing the activity. CSB and SJU may, in their discretion, set conditions on the use of College or University funds to ensure compliance with reasonable measures designed to protect children and reduce risk for CSB and/or SJU.
- C. **CSB and SJU Sponsored Trips.** Students, faculty and staff may take their own child(ren) on college-sponsored trips under the following conditions:
 - a. The student, faculty or staff member wishing to take his/her child must provide advance notice and obtain prior written approval from the person(s) directing the trip.
 - b. In order that the child’s presence not impede the employee’s or student’s performance of his or her trip responsibilities, the

employee or student may be required to arrange and pay for a childcare provider other than the employee or student to supervise the child at all times during the trip.

- c. The employee or student is responsible for all trip expenses of the child.
 - d. The employee or student must drive or ride in the same vehicle as the child.
 - e. The child must be included on any roster of trip attendees.
- D. **Study Abroad.** CSB and SJU support faculty who lead study abroad programs and who live abroad with their families. Faculty should consult with the Office of Education Abroad with respect to participation by their child(ren) in trips or other activities associated with study abroad programs.

Academics, Residential Life & Employment

- A. **Minor Students in Classes, Labs and Study Abroad Programs.** Some students in CSB and SJU classes and laboratories and participating in study abroad programs are minors.

Students from Saint John’s Preparatory School sometimes take courses at the College and/or University, and some undergraduate students matriculate before they have attained the age of 18.

Minors who take courses and/or participate in College and/or University programs are expected to follow course requirements and the behavioral expectations of all other CSB and/or SJU students, including all College and University policies for students. Minors and their parents should be aware that SJU and CSB courses are not specifically designed for minors and may include activities, conversations, or topics that would not normally be presented to minors. CSB and SJU are not responsible for ensuring that course content is appropriate for minors.

Prior to commencement of classes and programs each semester, the Registrar’s Office will notify faculty members of the students enrolled in their courses who are minors. Faculty shall be mindful of the minor status of such students and consider whether any particular measures are necessary with respect to such students. Faculty members who have questions about minors in their classes or in out-of-classroom events and programs should contact the Academic Dean, Education Abroad Director, or the Deans of Students. The Dean(s) or Director is responsible for assisting faculty members in determining whether any particular measures should be taken with respect to minors.

- B. **Minors Who Live on Campus.** Because some enrolled students start school before they have attained the age of 18, CSB and SJU sometimes have minors who live in residence halls. Minors living in residence halls are expected to follow the same rules as all other CSB or SJU students. Before minors move into a residence hall, the residence hall staff members will be notified of their minor status and birth date. Residence hall staff members shall be mindful of the minor status of such students and consider whether any particular measures are necessary with respect to such students. Staff members who have questions about minors living on campus should contact the Dean of Students.
- C. **Employment of Minors.** Occasionally, CSB and SJU may hire a minor to fill an employment position or a student work position. The Human Resources Office or Student Employment Program must authorize the hiring of any minor. CSB and SJU comply with applicable law

with respect to the employment of minors. In the event that a minor is hired by CSB or SJU, the Human Resources Office or the Student Employment Program will inform the supervisor that the employee is under age 18 and will help determine whether any particular steps are necessary because of the employee’s age. Minors may not be assigned to work alone or unsupervised without written approval of the Human Resources Director.

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|------------------|--|
| Dean of Students | Michael Connolly, mconnolly@csbsju.edu 320-363-2737 |
|------------------|--|

| | |
|---|---|
| Associate Provost and Dean of the Faculty | Pam Bacon, pbacon@csbsju.edu 320-363-5401 |
|---|---|

As changes are made in the person holding these positions, current information may be found in the campus directory on the CSB/SJU website (<http://www.csbsju.edu/>).

As stated above, CSB and SJU have adopted a separate Joint Policy on Reporting Suspected Child Abuse. Please refer to that policy with questions related to reporting suspected child abuse.

Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013

Approved by SJU Board of Trustees – May 20, 2013

3.5.3 Conflicts of Interest Policy for Saint John’s University Employees (SJU)

It is the policy of Saint John’s University (SJU) that all employees who make decisions that influence the financial actions of the University or its students must do so in accordance with the highest professional and ethical standards. In order to preserve the integrity and reputation of the University, all employees are expected to avoid giving an unfair advantage, or even the appearance of an unfair advantage, to any person or organization doing business with the University or its students. To comply with this policy, all employees must be aware of and seek to avoid any situation where an employee’s personal interests, conflict with the interests of the University and/or the students it serves, and where the University’s interests conflict with the purchasing interests of its students. It is particularly important for an employee to avoid the appearance of conflicts of interest when the employee is in a position to:

1. enter into contracts on behalf of the University; or
2. influence the purchasing decisions of students at the University.

Persons Covered by this Policy: This Conflicts of Interest Policy for Employees applies to all employees of the University, except persons who are governed by the *Conflicts of Interest Policy for Board of Trustees and Key Employees*. The *Conflicts of Interest Policy for Board of Trustees and Key Employees* applies to members of the Board of Trustees, cabinet members, officers, executive-level employees¹, and non-Trustee committee members as set forth in that policy.

Areas in Which a Conflict of Interest May Arise: The appearance of a conflict of interest may arise when a person or organization with whom the University does business (a “Vendor”) has, or could reasonably be believed to have, improper influence over the actions or judgment of an employee.

a. Examples of Vendors

Employees should be especially alert to conflicts of interest that may arise in their relations with:

- a. Vendors that supply goods and services to the University, or to students of the University in connection with their attendance at the University;
- b. Vendors from whom the University leases property, equipment or real estate; or from whom its students lease property, equipment or real estate in connection with their attendance at the University;

Overnight Visits Involving Minors

- A. **General Rules.** Students residing in college owned housing are welcome to host overnight guests provided that they comply with the CSB or SJU Residential Life Guest Policy. All guests (including guests under the age of 18) must agree to abide by applicable rules related to the campus guest policies. In addition, the parent(s)/guardian(s) of guests who are under the age of 18 must sign a campus visit permission and waiver form.
- B. **Overnight Visits by Prospective Students.** CSB and SJU sometimes arrange for prospective students to visit the campus on an overnight stay. All visits by prospective students should comply with the CSB and SJU Offices of Admission Overnight Visit Policy and should be coordinated through the CSB and SJU Offices of Admission. Prospective students who are staying overnight (and their parents if the prospective students are under 18) will be required to sign a campus visit waiver and must agree to abide by applicable rules related to overnight visits.
- C. **Camps and Conferences with Overnight Guests.** The rules regarding overnight stays by minors in connection with CSB and SJU camps and conferences will be determined by the directors of the camps and conferences involved, in consultation with the Divisional Vice President or his/her designee. Generally, minors who are not registered for such programs will not be allowed to stay overnight as a guest, but special exceptions may be made by the camp or conference director (with approval from the Divisional Vice President or his/her designee.) for special programs. Outside entities hosting camps and conferences on campus must follow the standards established by CSB and SJU with respect to such overnight stays.

¹ This policy is as comprehensive as possible, but it is not possible to foresee every situation. If you have questions, about this policy, you should speak with the Human Resources Director or the Dean of Students at your institution.

Contact Information College of Saint Benedict

| Position | Contact Information |
|---|--|
| Sr Human Resource Officer | Erin Muckerheide, emuckerheide@csbsju.edu 320-363-5511 |
| Dean of Students | Jody Terhaar, jterhaar@csbsju.edu 320-363-5601 |
| Associate Provost and Dean of the Faculty | Pam Bacon, pbacon@csbsju.edu 320-363-5401 |

Saint John’s University

| Position | Contact Information |
|---------------------------|--|
| Sr Human Resource Officer | Erin Muckerheide, emuckerheide@csbsju.edu 320-363-5511 |

- c. Vendors of student loans or other financial aid, or representatives of such Vendors, with whom the University is dealing or planning to deal.

b. Examples of Relationships That May Produce the Appearance of a Conflict

A Vendor's influence, or apparent influence, over an employee is most likely to result from either a personal or a financial relationship between the employee and the Vendor with whom the employee deals. A Vendor's influence or apparent influence over an employee also can result from offers made by the Vendor to finance trips, travel, seminars, educational materials, or the like, that may in fact benefit the University or its students, but that also may be perceived as providing personal benefit to the employee or inappropriate benefit to the University.

The following relationships may be considered to produce the appearance of a conflict of interest, even if a legal conflict of interest is not created:

- a. An employee, or a family member² of an employee, has material financial interest in the Vendor. For these purposes, a "material financial interest" is an investment or ownership interest of 10% or greater in the Vendor.
- b. An employee, or a family member of an employee, has a compensation arrangement with the Vendor. A compensation arrangement specifically includes any payment to an employee from a Vendor in return for service on an advisory board or advisory panel related to the Vendor's business.
- c. An employee, or a family member of an employee, is an officer, director, or employee of the Vendor and can exercise substantial influence over the actions of the Vendor.
- d. An employee, or a family member of an employee, has received a gift or favor of more than nominal value (generally in excess of \$50) from a Vendor. Occasional gifts from Vendors, such as food or flowers, that are intended to be and are shared with a department are not considered to create a conflict so long as they are: (1) infrequent; and (2) reasonable. An employee who has questions about whether it is appropriate to accept a gift or whether a gift creates a potential conflict, should ask his/her supervisor.
- e. An employee, or a family member of an employee, has accepted entertainment from a Vendor, unless the entertainment is linked to a business relationship that supports the University's objectives and it is
 - i. reasonable,
 - ii. occurs infrequently,
 - iii. does not involve expenses of more than \$100 per employee, including any guest expenses, and
 - iv. representatives of the Vendor are present at the event.
- f. A Vendor has paid for, or reimbursed an employee for, goods or services of more than a nominal value, even if those goods or services assist the employee in carrying out his or her duties for the University, or lodging, meals, travel, or tuition in connection with a conference, travel abroad, recruiting trip, or training seminar.
- g. A Vendor who offers services or goods to the University's students in connection with their attendance at the University has
 - provided a financial or other benefit to the University for which the University has not paid a fair market value price.

Requirement to Report a Potential Conflict of Interest: The University cannot guard against a Vendor's improper influence over the actions of the University or an employee unless the University is aware of potential conflicts of interest. Therefore, where an employee receives a benefit that is listed above, the employee must disclose such event to his or her direct supervisor. Where any employee of the University becomes aware that any of situations above has occurred, or that a potential conflict of interest may exist, regardless of whether the conflict involves the employee himself or herself, or another, must disclose the situation to his or her direct supervisor. The supervisor, in consultation with the CFO as determined appropriate, will assist in determining whether there is an actual conflict of interest, and if there is, will determine the course of action necessary to protect the interests of the University and/or its students. The University may, in its sole discretion, require an employee who is determined to have a conflict of interest or potential conflict of interest with respect to a particular matter to absent themselves from discussions of and/or voting or decision making on said matter.

The University acknowledges that in small town communities such as ours, the appearance of conflicts may be inevitable, and our employees have personal relationships which might inadvertently cause events listed above to occur from time to time. This policy does not strictly prohibit the University from entering into contracts where a potential conflict or actual conflict exists. What this policy requires is that employees properly disclose conflicts and potential conflicts so that the University can manage conflicts to ensure that the business and purchasing decisions being made are in the best interests of the University and are not being made for the personal benefit of any individual.

Violations of the Conflicts of Interest Policy: An employee who fails to disclose a material relationship required to be disclosed under this policy is subject to discipline up to and including termination of employment.

¹ An "executive-level employee" is an employee who satisfies the IRS definition of "key employee" for Form 990 reporting purposes, as amended from time to time. Currently, the definition includes employees who meet **all three** of the following tests:

1. receives reportable compensation from the University and its related organizations in excess of \$150,000; and
2. has responsibilities, powers of influence over the University as a whole that is similar to an officer or director; manages a discrete segment or activity of the University that represents 10% or more of the activities, assets, income, or expenses of the University; or has or shares authority to control or determine 10% or more of the organization's capital expenditures, operating budget, or employee compensation; and
3. is one of the 20 employees with the highest reportable compensation from the University and related organizations.

² "Family member" includes a spouse (including domestic partners), brothers or sisters, spouses of brothers and sisters, parents, children, and grandchildren.

Approved by SJU Board of Trustees – May 20, 2013

3.5.4 Conflicts of Interest Policy for Employees

It is the policy of the College of Saint Benedict (CSB) that all employees who make decisions that influence the financial actions of the College or

its students must do so in accordance with the highest professional and ethical standards. In order to preserve the integrity and reputation of CSB, all employees are expected to avoid giving an unfair advantage, or even the appearance of an unfair advantage, to any person or organization doing business with the College or its students. To comply with this policy, all employees must be aware of and seek to avoid any situation where an employee's personal interests, conflict with the interests of the College and/or the students it serves, and where the College's interests conflict with the purchasing interests of its students. It is particularly important for an employee to avoid the appearance of conflicts of interest when the employee is in a position to:

1. enter into contracts on behalf of the College; or
2. influence the purchasing decisions of students at the College.

Persons Covered by this Policy: This Conflicts of Interest Policy for Employees applies to all employees of the College, except persons who are governed by the *Conflicts of Interest Policy for Board of Trustees and Key Employees*. The *Conflicts of Interest Policy for Board of Trustees and Key Employees* applies to members of the Board of Trustees, vice presidents, officers, executive-level employees¹, and non-Trustee committee members as set forth in that policy.

Areas in Which a Conflict of Interest May Arise: The appearance of a conflict of interest may arise when a person or organization with which the College does business (a "Vendor") has, or could reasonably be believed to have, improper influence over the actions or judgment of an employee.

a. Examples of Vendors

Employees should be especially alert to conflicts of interest that may arise in their relations with:

- a. Vendors that supply goods and services to the College, or to students of the College in connection with their attendance at the College;
- b. Vendors from whom the College leases property, equipment or real estate; or from whom its students lease property, equipment or real estate in connection with their attendance at the College;
- c. Vendors of student loans or other financial aid, or representatives of such Vendors, with whom the College is dealing or planning to deal.

b. Examples of Relationships That May Produce the Appearance of a Conflict

A Vendor's influence, or apparent influence, over an employee is most likely to result from either a personal or a financial relationship between the employee and the Vendor with whom the employee deals. A Vendor's influence or apparent influence over an employee also can result from offers made by the Vendor to finance trips, travel, seminars, educational materials, or the like, that may in fact benefit the College or its students, but that also may be perceived as providing personal benefit to the employee or inappropriate benefit to the College.

The following relationships may be considered to produce the appearance of a conflict of interest, even if a legal conflict of interest is not created:

- a. An employee, or a family member² of an employee, has a material financial interest in the Vendor. For these purposes, a "material

financial interest" is an investment or ownership interest of 10% or greater in the Vendor.

- b. An employee, or a family member of an employee, has a compensation arrangement with the Vendor. A compensation arrangement specifically includes any payment to an employee from a Vendor in return for service on an advisory board or advisory panel related to the Vendor's business.
- c. An employee, or a family member of an employee, is an officer, director, or employee of the Vendor and can exercise substantial influence over the actions of the Vendor.
- d. An employee, or a family member of an employee, has received a gift or favor of more than nominal value (generally in excess of \$50) from a Vendor. Occasional gifts from Vendors, such as food or flowers, that are intended to be and are shared with a department are not considered to create a conflict so long as they are: (1) infrequent; and (2) reasonable. An employee who has questions about whether it is appropriate to accept a gift or whether a gift creates a potential conflict, should ask his/her supervisor.
- e. An employee, or a family member of an employee, has accepted entertainment from a Vendor, unless the entertainment is linked to a business relationship that supports the College's objectives and it is
 - i. reasonable,
 - ii. occurs infrequently,
 - iii. does not involve expenses of more than \$100 per employee, including any guest expenses, and
 - iv. representatives of the Vendor are present at the event.
- f. A Vendor has paid for, or reimbursed an employee for, goods or services of more than a nominal value, even if those goods or services assist the employee in carrying out his or her duties for the College, or lodging, meals, travel, or tuition in connection with a conference, travel abroad, recruiting trip, or training seminar.
- g. A Vendor who offers services or goods to the College's students in connection with their attendance at the College has provided a financial or other benefit to the College for which the College has not paid a fair market value price.

Requirement to Report a Potential Conflict of Interest: The College cannot guard against a Vendor's improper influence over the actions of the College or an employee unless the College is aware of potential conflicts of interest. Therefore, where an employee receives a benefit that is listed above, the employee must disclose such event to his or her direct supervisor. Where any employee of the College becomes aware that any of the situations above has occurred, or that a potential conflict of interest may exist, regardless of whether the conflict involves the employee himself or herself, or another, must disclose the situation to his or her direct supervisor. The supervisor, in consultation with the CFO as determined appropriate, will assist in determining whether there is an actual conflict of interest, and if there is, will determine the course of action necessary to protect the interests of the College and/or its students. The College may, in its sole discretion, require an employee who is determined to have a conflict of interest or potential conflict of interest with respect to a particular matter to absent themselves from discussions of and/or voting or decision making on said matter.

The College acknowledges that in small town communities such as ours, the appearance of conflicts may be inevitable and our employees have personal relationships which might inadvertently cause events listed above to occur from time to time. This policy does not strictly prohibit the College from entering into contracts where a potential conflict or

actual conflict exists. What this policy requires is that employees properly disclose conflicts and potential conflicts so that the College can manage conflicts to ensure that the business and purchasing decisions being made are in the best interests of the College and are not being made for the personal benefit of any individual.

Violations of the Conflicts of Interest Policy: An employee who fails to disclose a material relationship required to be disclosed under this policy is subject to discipline up to and including termination of employment.

¹ An “executive-level employee” is an employee who satisfies the IRS definition of “key employee” for Form 990 reporting purposes, as amended from time to time. Currently, the definition includes employees who meet **all three** of the following tests:

1. receives reportable compensation from the University and its related organizations in excess of \$150,000; and
2. has responsibilities, powers of influence over the University as a whole that is similar to an officer or director; manages a discrete segment or activity of the University that represents 10% or more of the activities, assets, income, or expenses of the University; or has or shares authority to control or determine 10% or more of the organization’s capital expenditures, operating budget, or employee compensation; and
3. is one of the 20 employees with the highest reportable compensation from the College and related organizations.

² “Family member” includes a spouse (including domestic partners), brothers or sisters, spouses or brothers or sisters, parents, children, and grandchildren.

Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013

3.5.5 Drug Free Workplace and Alcohol Misuse Policy

For the College of Saint Benedict and Saint John’s University

I. Purpose

The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) (collectively, “CSB/SJU”) are responsible, as recipients of federal Title IV funds, to comply with the federal Drug-Free Schools and Communities Act and the federal Drug-Free Workplace Act. In addition, CSB/SJU are each committed to promoting safe and productive work and academic environments. Accordingly, CSB/SJU have each adopted this policy to require their campuses to be free of illegal drugs and to prohibit the misuse of alcohol. As required by federal law, this policy also includes information on the health risks of drug and alcohol use, potential drug and alcohol related sanctions, and available support resources.

II. Scope

This policy applies to all CSB/SJU faculty and staff (including students while operating in their capacity as student employees), and to all volunteers while providing volunteer services to CSB or SJU.

III. Definitions

- “**Legal drug(s)**” means any prescription or over-the-counter drug that is legally obtained and used for the purpose for which it is prescribed.
- “**Drug(s)**” and/or “**controlled substance(s)**” means any illegal controlled substance as defined by federal, Minnesota state, and/

or applicable local law, including but not limited to any narcotic, heroin, cocaine, marijuana, non-prescribed drug, or a prescribed drug not used in accordance with a valid prescription.

IV. Standards of Conduct for Drugs

Faculty, staff, student employees, and volunteers are prohibited from violating criminal drug laws in relation to their employment or volunteer service. Specifically, faculty, staff, student employees, and volunteers are prohibited from using, possessing, being under the influence of, selling, manufacturing, distributing, soliciting or transferring illegal drugs/controlled substances while performing work or volunteer services on campus, while teaching classes, while operating any CSB or SJU vehicle, machinery or equipment, while participating in work meetings/events/activities on or off campus, while traveling on college or university business, and/or while in the presence of CSB/SJU employees, students, volunteers, business contacts or visitors. Illegal drugs or paraphernalia may be confiscated by CSB/SJU, and confiscated items will not be returned.

While CSB and SJU recognize that the use of medical and/or recreational marijuana has been legalized by some states, marijuana remains illegal under federal law. As a recipient of federal Title IV funds, CSB and SJU must comply with federal drug laws and, therefore, the illegal drug provisions of this policy extend to and encompass legally prescribed or recreational marijuana.

Notwithstanding the foregoing, faculty and staff may seek permission from CSB/SJU for faculty, staff, volunteers, and/or students to possess controlled substances as part of legitimate college or university research and teaching activities. To seek such permission, faculty and staff should contact the Office of Academic Affairs. Any permission granted by CSB or SJU will be conditioned on appropriate protocols being put in place to prevent inappropriate diversion or use of controlled substances.

The appropriate use of over-the-counter and legally prescribed medications (excluding legally prescribed or recreational marijuana) is not prohibited while performing work for CSB or SJU. Individuals using any prescription or over-the-counter drugs that may affect the safety of others must obtain a determination from their medical provider as to whether the drug could affect the job safety of the individual or others with whom the individual interacts in connection with his/her employment or volunteer services. In the event that safety may be affected, the individual must notify his/her supervisor or volunteer coordinator who will consult with Human Resources so that appropriate arrangements can be made.

In accordance with federal law, faculty and staff who are convicted of any criminal drug statute violation occurring in the workplace must report it to their supervisor or Human Resources within five days of the conviction. Supervisors, program or department heads, and administrators who are aware of any such drug crime convictions of faculty or staff must immediately report the conviction to Human Resources.

V. Standards of Conduct for Alcohol

In accordance with the law, this policy prohibits individuals under the legal age to consume alcohol from possessing or drinking alcoholic beverages. Exceptions permitted by law may apply to certain positions. For example, employees under the legal consumption age may serve and clear alcohol if working in a catering position. In addition, faculty, staff, student employees, and volunteers are prohibited from supplying alcoholic beverages to anyone under the legal age of consumption, as determined by the law of the locality.

Faculty, staff, student employees, and volunteers who are of a legal age to consume alcohol may possess and drink alcoholic beverages, but are prohibited from being under the influence of alcohol while performing work or volunteer services on campus, while teaching classes, while operating any CSB or SJU vehicle, machinery or equipment while participating in work meetings/events/activities on or off campus, and while traveling on college or university business (with the exception of work related or CSB/SJU sponsored meetings/events/activities where alcohol is made available to attendees, as specified below). Faculty, staff, student employees and volunteers who engage in alcohol use on or off campus during CSB/SJU hosted meetings, sponsored events or activities at which alcohol is available and/or who otherwise engage in alcohol use in the presence of CSB/SJU employees, volunteers, students, business contacts or visitors are expected to: drink responsibly, maintain professional boundaries, comply with all applicable laws, and refrain from any behavior that would violate any CSB/SJU policy regarding the treatment of CSB/SJU employees, students, volunteers, business contacts or visitors.

Notwithstanding the foregoing, nothing in this policy prohibits the possession or use of alcohol in the course of an official religious ceremony provided that appropriate protocols are put in place to prevent inappropriate diversion or use. In addition, faculty and staff may request permission from CSB/SJU's Office of Academic Affairs for faculty, staff, volunteers, and/or students to possess alcohol as part of legitimate CSB or SJU research and teaching activities. Any permission granted by CSB or SJU for such possession will be conditioned on appropriate protocols being put in place to prevent inappropriate diversion or use.

VI. Reporting Procedures

Faculty, staff, or student employees with concerns that this policy has been violated should report their concerns to their supervisor or the Human Resources department. Volunteers should report a potential violation of this policy to their Volunteer Coordinator.

In addition, any imminent threat to the safety of persons or property on campus should be immediately reported to CSB Campus Security or SJU Life Safety Services. In addition, all cases reported to Security or Life Safety Services should also be reported to the individual's supervisor or the Human Resources Department.

This policy prohibits retaliation based on any good faith report of a policy violation.

VII. Risks and Sanctions

So that individuals can make informed choices about drug and alcohol use, federal law requires that CSB/SJU provide information on

the health risks of drug and alcohol use and the potential institutional and criminal sanctions that can arise from such use.

Health Risks: The use of alcohol or drugs can come with serious health risks. Information about these health risks is set forth in *Section 3.____, Part C* "Alcohol and Drug Health Risks".

CSB/SJU Sanctions: A violation of this *Drug Free Workplace and Alcohol Misuse* policy may lead to discipline in a variety of forms, up to and including immediate termination of employment. While not exhaustive, discipline could consist of, in any order and combination: oral or written warning, suspension, demotion, submission to a drug or alcohol assessment and participation in any recommended rehabilitation or assistance program, immediate termination, or other sanctions. Any faculty discipline will be handled in accordance with the applicable Faculty or Staff Handbook.

Legal Sanctions: Faculty, staff and volunteers may also face serious consequences for violating federal, state, or local drug and/or alcohol laws. Individuals can be criminally prosecuted for legal violations and can be subject to monetary fines, imprisonment, loss of driving rights, and other consequences. Information on potential alcohol and drug-related legal sanctions is set forth in *Section 3.____, Part, Part B* "Alcohol, Drugs and the Law". Information is also available from the **MN Prevention Resource Center** at <http://www.slideshare.net/miph/mprc-catalog> (<http://www.slideshare.net/miph/mprc-catalog/>).

VIII. Support Resources

A variety of resources are available to individuals who want help in seeking to avoid or to address potential substance abuse issues, such as:

- a. The CSB/SJU Employee Assistance Program, Vital Work Life at www.VitalWorkLife.com (<http://www.VitalWorkLife.com>) or 1-800-383-1908. Faculty or staff needing time off to treat a substance abuse problem may be entitled to time off under CSB/SJU leave policies and may contact the Human Resources department for further information. A student employee needing time off to treat a substance abuse problem may contact the CSB or SJU Dean of Students for information and assistance.
- b. A Medical Provider
- c. Assessment, Rehabilitation and Treatment Programs
 - Substance Abuse Treatment Facility Locator: <http://findtreatment.samhsa.gov/TreatmentLocator/faces/quickSearch.jspx>
 - Alcoholics Anonymous: <http://www.aa.org/?Media=PlayFlash>
 - Narcotics Anonymous <http://www.na.org/>

IX. Other Relevant Policies

In addition to this policy, CSB/SJU maintain separate drug and alcohol testing policies. See Drug and Alcohol Testing Policy (for positions not covered by Department of Transportation (DOT)).

Drugs, Alcohol and the Law

In addition to sanctions that may be imposed by CSB or SJU for a violation of the CSB/SJU *Drug Free Workplace and Alcohol Misuse Policy*, individuals may be subject to criminal prosecution and legal consequences for violating alcohol or drug-related laws. The following

information is provided to summarize the relevant laws and potential legal sanctions.

Federal Laws and Sanctions

Controlled substance convictions under federal laws can carry penalties that include imprisonment and monetary fines. Federal controlled substance convictions also can lead to forfeiture of both real and personal property; the denial of federal benefits, such as grants and student loans; and the denial or revocation of federally provided or supported professional and commercial licensures. In addition, a conviction may lead to ineligibility to receive or purchase a firearm.

The seriousness of a controlled substance offense and the resulting penalty will generally depend on the type and amount of drugs involved and the nature of the criminal activity. In addition, criminal penalties may vary depending on an individual's past criminal history and whether a controlled substance offense is a first-time or repeat offense.

More information on federal criminal sanctions related to controlled substances can be found online at the following sites:

- Federal Trafficking Penalties, U.S. Drug Enforcement Administration <http://www.justice.gov/dea/druginfo/ftp3.shtml> (<http://www.justice.gov/dea/druginfo/ftp3.shtml/>)

Minnesota Laws and Sanctions

Controlled substance convictions under Minnesota law can result in imprisonment for up to 30 years and a maximum monetary fine of \$1,000,000 for sale and possession crimes. Subsequent controlled substance convictions may result in an individual's commitment to the commissioner of corrections for four to 40 years and a maximum monetary fine of \$1,000,000.

As with federal law, the seriousness of a controlled substance offense and the resulting penalty under Minnesota law will generally depend on the type and amount of drugs involved and the criminal activity at issue. In addition, criminal penalties may depend on an individual's past criminal history and whether a controlled substance offense is a first-time or repeat offense.

More information on Minnesota criminal sanctions related to controlled substances may be found online at:

- Minnesota Controlled Substance Laws <https://www.revisor.mn.gov/statutes/?id=152>

The misuse of alcohol can also result in criminal prosecution and sanctions under Minnesota law. It is illegal for someone under the age of 21 to consume alcohol. Anyone under 21 years of age is guilty of a misdemeanor and subject to a minimum fine of \$100 if convicted of purchasing, possessing, or consuming alcohol or misrepresenting the person's age to purchase alcohol. Anyone who provides alcohol to someone under the age of 21 or allows someone under 21 to use their identification to purchase alcohol is also subject to criminal sanctions.

More information on underage drinking laws and sanctions can be found online at the following sites:

- Underage Drinking
<https://www.revisor.mn.gov/statutes/?id=340A.503>
<https://www.revisor.mn.gov/statutes/?id=340A.703>
- Providing Alcohol to a Minor
<https://www.revisor.mn.gov/statutes/?id=340A.503>
- Illegal Purchase of Alcohol

<https://www.revisor.mn.gov/statutes/?id=171.171>

- Unlawful Acts Related to Driver's License
<http://www.revisor.mn.gov/statutes/?id=171.22>

Minnesota state law also imposes serious sanctions on individuals who are convicted of driving under the influence of alcohol when the driver has a blood alcohol concentration of .08 or higher or under the influence of a controlled substance or hazardous substance. Legal sanctions vary depending on whether a conviction is a first time or repeated offense but can include imprisonment and monetary fines. In addition, sanctions can include administrative penalties such as driver's license suspension, revocation, cancellation, denial, or disqualification. In addition to these legal sanctions, convictions can impact an individual's ability to obtain and the cost of car insurance. More information on Minnesota's driving while impaired law can be found online at the following site:

- Driving While Impaired
<https://www.revisor.mn.gov/statutes/?id=169A>

Minnesota has an open bottle law that makes it unlawful to consume an alcoholic beverage in a motor vehicle located on a street or highway. This law, along with information about resulting sanctions, is available online at: <https://www.revisor.mn.gov/statutes/?id=169A.35>

City of St. Joseph, Minnesota Ordinances

- Ordinance 701 (pdf): Licensing and Regulation of Consumption of Intoxicating Liquor
- Ordinance 702 (pdf): Licensing and Regulation of the Sale and Consumption of Non-Intoxicating Liquor
- Ordinance 703 (pdf): Licensing and Regulation of the Sale and Consumption of Wine
- Ordinance 704 (pdf): An Ordinance Limiting Possession of Certain Containers of 3.2 percent or Intoxicating Malt Liquor (kegs)
- Ordinance 705 (pdf): Social Host
- Ordinance 1002 (pdf): Regulation of Noise
- Ordinance 1010 (pdf): Public Urination and Defecation
- Ordinance 1011 (pdf): Ordinance Prohibiting Public Nuisances
- Ordinance 1012 (pdf): Ordinance Prohibiting Disruptive Intoxication

Other Possible Consequences of Convictions

In addition to the sanctions and consequences discussed above, criminal convictions can have other consequences. Being convicted of a crime can result in an individual having a permanent criminal record. Employers, higher education institutions, professional licensing bodies, and others may ask an individual for information about past convictions. As such, a criminal conviction may impact an individual's future educational and professional opportunities.

Drug and Alcohol Health Risks

This appendix to the CSB/SJU *Drug Free Workplace and Alcohol Misuse* policy summarizes information on the health risks associated with some of the more commonly abused types of drugs and the health risks associated with alcohol.

Drugs

Steroids

Steroids may contribute to increases in body weight and muscular strength. Anabolic-Androgenic steroids are chemically related to the male sex hormone, testosterone. Anabolic means to build up the muscles and other tissues of the body. Androgenic refers to the development of male

sex characteristics. Steroids are injected directly into the muscle or taken orally.

Possible signs and health risks of use/abuse include: sudden increase in muscle and weight; increase in aggression and combativeness; violence; hallucinations; jaundice; purple or red spots on body, inside mouth, or nose; swelling of feet or lower legs (edema) tremors; bad breath; for men: enlarged nipples and breasts, testicle reduction, enlarged prostate, baldness; acne; high blood pressure; liver and kidney damage; heart disease; increased risk of injury to ligaments and tendons; bowel and urinary problems; gallstones and kidney stones; liver cancer; for men: impotence and sterility; for users who share or use unsterile needles to inject steroids: hepatitis, tetanus, AIDS.

Marijuana

Marijuana is the common name for the hemp plant, *cannabis sativa*. A marijuana cigarette (joint) is composed of dried particles from the hemp plant. The psychoactive ingredient in marijuana is tetrahydrocannabinol (THC). The amount of THC in a joint is what affects the user.

Possible signs and health risks of use/abuse include: bloodshot eyes; increased appetite; dryness in the mouth and throat; increased heart and pulse rate; impaired memory; an altered sense of time; hallucinations; paranoia or panic; decreased concentration, reaction time and coordination; damage to heart, lungs and brain nerve cells; lung cancer; memory disorders; interference with psychological maturation; psychological dependence; temporary loss of fertility in both women and men; bronchitis, infections, colds, and other viruses.

Solvents-Inhalants

Solvents-inhalants are toxic chemicals that are sniffed or inhaled to produce mood-altering affects. Solvents act as a depressant and slow the body's function. The most frequently abused solvents-inhalants are: toluene, acetone, methyl and ethyl ketones, benzene, xylene, hexane, trichloromethane, trichloroethylene, the freons, nitrous oxide, and the volatile nitrates. Many solvents-inhalants are toxic chemicals found in common household and industrial products.

Possible signs and health risks of use/abuse include: lightheadedness; feelings of euphoria; excitability; loss of appetite; forgetfulness; weight loss; sneezing; coughing; headache; nausea and vomiting; bad breath; red eyes; sores on noses and mouth; delayed reflexes; decreased blood pressure; flushing; dizziness; and violence; heart failure; respiratory arrest; liver and brain damage; suffocation; unconsciousness; seizures; damage to the nervous system and body tissues; sudden sniffing death.

Depressants

Depressants include alcohol, barbiturates, benzodiazepines (Valium, Librium, or tranquilizers), chloral hydrate noctec (Knock Out, Mickey Finn), glutethimide (Doriden), Methaqualone (quaalude, ludes), flunitrazepam (Rohypnol, Roche pills, date rape drug, R2), or other depressants (e.g. Equanil, Miltown, Moludar, Placidyl, Valmid). Depressants slow down the central nervous system by relaxing muscles, calming nerves, and producing sleep. Depressants are addictive and individuals can develop a tolerance, meaning larger doses must be taken each time to produce the same effect.

Possible signs and health risks of use/abuse include: relaxation and drowsiness; lack of concentration; disorientation; loss of inhibitions; lack of coordination; dilated pupils; slurred speech; weak and rapid pulse; distorted vision; low blood pressure; shallow breathing; staggering; clammy skin; fever; sweating; stomach cramps; hallucinations; tremors;

and delirium; liver damage; convulsions; addiction with severe withdrawal symptoms; and coma.

Hallucinogens

Hallucinogens are psychedelic, mind-altering drugs that affect a person's perception, feelings, thinking, self-awareness, and emotions. Hallucinogens include lysergic acid diethylamide (LSD), phencyclidine (PCP, angel dust), mescaline and peyote (mexc, buttons, cactus), psilocybin (mushrooms), amphetamine variants (MDMA/ecstasy, MDA/love drug, TMA, DOM, DOB, PMA, STP, 2.5-DMA), phencyclidine analogues (PCE, PCPY, TCP), or other hallucinogens.

Possible signs and health risks of use/abuse include: dilated pupils; increased body temperature, heart rate, and blood pressure; sweating; loss of appetite; sleeplessness; dry mouth; tremors; hallucinations; disorientation; confusion; paranoia; violence; euphoria; anxiety; panic; and distorted perception of time, space and reality; agitation; extreme hyperactivity; psychosis; convulsions; mental or emotional problems.

Narcotics

Narcotics are composed of opiates and synthetic drugs. Opiates are derived from the seed of the pod of the Asian poppy. Synthetic drugs called opioids are chemically developed to produce the effects of opiates. Initially, narcotics stimulate the higher centers of the brain, but then slow down the activity of the central nervous system. Narcotics relieve pain and induce sleep. Some common types of narcotics include codeine, heroin, hydromorphone, meperidine, methadone, morphine, opium and other narcotics (Percodan, Talwin2, Lomotil, Darvon, Numorphan, Percocet, Tylox, Tussionex, Fentanyl). Narcotics are extremely addictive. Users of narcotics develop a tolerance to the drugs, meaning larger doses must be taken each time to produce the same effect.

Possible signs and health risks of use/abuse include: euphoria; restlessness and lack of motivation; drowsiness; lethargy; decreased pulse rate; constricted pupils; flushing (skin appears to be reddish); constipation; nausea and vomiting; needle marks on extremities; skin abscesses at injection sites; shallow breathing; watery eyes; and itching; pulmonary edema; respiratory arrest; convulsions, addiction, and coma. For users who share or use unsterile needles to inject narcotics, risks can also include: tetanus, hepatitis, tuberculosis and HIV/AIDS.

Stimulants

Stimulant drugs include amphetamines, cocaine/crack, methamphetamine, methylphenidate, phenmetrazine, and other stimulants (e.g. Adipex, Cylert, Didrex, Ionamin, Melfiat, Plegine, Sanorex, Tenuate, Tepanil, Prelu-2). Stimulants activate the central nervous system, increasing alertness and activity. Users of stimulants develop a tolerance, meaning larger doses must be taken to achieve the same effect.

Possible signs and health risks of use/abuse include: increased alertness; excessive activity; agitation; euphoria; excitability/increased pulse rate, blood pressure, and body temperature; insomnia; loss of appetite; sweating; dry mouth and lips; bad breath; disorientation; apathy; hallucinations; irritability; nervousness; headaches; depression; malnutrition; hypertension; psychosis; cardiac arrest; damage to the brain and lungs; convulsions; and coma.

Cocaine/Crack

One type of commonly abused stimulant is cocaine. Cocaine is extracted from the leaves of the South American cocoa plant. Cocaine is a white powder that can be inhaled, injected, or smoked (free based). Cocaine stimulates the central nervous system, increasing alertness and activity. Cocaine is an addictive drug. Initially, users of cocaine experience a "high,"

but when the "high" wears off a devastating "low" follows. To avoid this "low" users are often compelled to use more.

Crack is a smokeable form of cocaine that is highly addictive. Smoking crack provides intensified cocaine effects, because higher doses reach the brain with more immediacy.

Possible signs and health risks of use/abuse include: dilated pupils; euphoria; tremors; anxiety; narrowing of blood vessels; increased blood pressure, heart rate, breathing rate, and body temperature; sweating; violent, erratic, or paranoid behavior; decreased appetite; insomnia; runny nose; heart and respiratory failure; psychosis; seizures; sexual dysfunction; addiction; death; for users who share or use unsterile needles to inject cocaine: tetanus, hepatitis, or AIDS.

Bath Salts

"Bath salts" are an emerging family of drugs containing one or more synthetic chemicals related to cathinone, an amphetamine-like stimulant found naturally in the Khat plant.

Possible signs and health risks of use/abuse include: severe intoxication; euphoria; increased sociability and sex drive; paranoia; agitation; hallucinatory delirium; psychotic and violent behavior; and deaths.

Prescription Drug Abuse

Some prescription medications have mind-altering properties and, as a result, are misused or abused. Misuse includes taking a medication that is not prescribed for the individual or using a medication in ways or amounts not intended by a doctor. Commonly abused prescription drugs include opioids (such as pain medications), central nervous system depressants (such as anxiety or sleep disorder medication), and stimulants (such as medications for ADHD or narcolepsy).

Possible signs and health risks of use/abuse include: drowsiness; confusion; poor coordination; poor judgment; mood swings; involuntary and rapid eye movement; dizziness; agitation; irritability; restlessness; impulsive behavior; sweating; insomnia; weight loss; constipation, irregular heartbeat; heart failure; seizures; low or high blood pressure; or decreased breathing rate.

Alcohol

Alcohol

Alcohol acts as a central nervous system depressant. Alcohol is absorbed into the bloodstream through the stomach and the small intestine. Amount of alcohol consumed; rate at which it is consumed; presence of food in the stomach during consumption; individual's weight, mood, and previous experience with alcohol all influence the effects of alcohol. Alcohol can be very damaging when used in large amounts over a long period of time, or when drunk heavily in a short period of time ("binge" drinking). Alcohol affects every organ in the drinker's body and can damage a developing fetus.

Possible signs and health risks of use/abuse include: staggering; dizziness; slurred speech; flushing of skin; dulling of senses; double vision; sudden mood changes; impaired coordination, reflexes, memory, and judgment; clammy, cold skin; decreased body temperature; impaired decision making; unconsciousness; malnutrition; lowered resistance to disease; irreversible brain or nervous system damage; gastrointestinal irritation; addiction/alcoholism; damage to liver, heart and pancreas; coma; death from overdose, injury or accident.

Additional Information on Health Risks

Additional information on the health risks of alcohol and drug use can be accessed online at the following sites:

- National Institute on Drug Abuse
<http://www.nida.nih.gov/nidahome.html>
- Minnesota Resource Prevention Center
<http://www.mnprc.org/>

3.5.6 Drug and Alcohol Testing Policy for Positions Not Covered by Department of Transportation (DOT)

For the College of Saint Benedict and Saint John's University

I. Purpose

The College of Saint Benedict ("CSB") and Saint John's University ("SJU") (collectively, "CSB/SJU") are responsible, as recipients of federal Title IV funds, to comply with the federal Drug-Free Schools and Communities Act and the federal Drug-Free Workplace Act. In addition, CSB/SJU are each committed to promoting safe and productive work and academic environments. Accordingly, CSB/SJU have each adopted this policy to set forth the circumstances under which CSB and SJU may conduct drug and/or alcohol testing and the procedures that will be followed in conducting any such testing. This policy does not, however, require CSB or SJU to conduct testing, and CSB and SJU anticipate conducting drug and/or alcohol testing only when it has been determined that testing is necessary for legitimate reasons and is consistent with the testing circumstances permitted by this policy.

This testing policy replaces and supersedes any earlier drug or alcohol testing policies. CSB and SJU reserve the right to change, alter, or eliminate all or part of this policy at any time.

The requirements of this policy are in addition to the requirements set forth in the *CSB/SJU Drug Free Workplace and Alcohol Misuse Policy*.

II. Definitions

The following definitions apply throughout this policy.

- "Legal drug(s)"** means any prescription or over-the-counter drug that is legally obtained and used for the purpose for which it is prescribed.
- "Drug(s)"** and/or **"controlled substance(s)"** means any illegal controlled substance as defined by federal, Minnesota state, and/or applicable local law, including but not limited to any narcotic, heroin, cocaine, marijuana, non-prescribed drug, or a prescribed drug not used in accordance with a valid prescription.
- "Test"** and/or **"testing"** means an analysis of a tested individual's body component sample according to the established standards of a licensed, accredited or certified laboratory, for the purpose of measuring the presence or absence of drugs and/or alcohol and/or their metabolites in the sample tested.
- "Initial Screening Test"** means the initial drug and/or alcohol test done on the tested individual's body component sample by licensed, accredited or certified laboratory using an approved method of analysis that is capable of providing data as to the

general classes of drugs and/or alcohol and/or their metabolites in the sample tested.

- e. **"Confirmatory Test"** means, in the event of a positive initial screening test, a confirmatory drug and/or alcohol test done on the tested individual's body component sample by licensed, accredited or certified laboratory using an approved method of analysis for providing specific data as to any presence of drugs and/or alcohol and/or their metabolites detected in the initial screening test.
- f. **"Confirmatory Retest"** means, in the event of a positive confirmatory test, a second Confirmatory Test done on the tested individual's body component sample that is requested and paid for by the tested individual
- g. **"Random selection basis"** means a mechanism for selection of employees that
 - i. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and
 - ii. does not give CSB/SJU discretion to waive the selection of any employee selected under the mechanism.
- h. **"Reasonable suspicion"** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- i. **"Safety-sensitive position"** means a job, including but not limited to any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

III. Scope

This policy applies to:

- a. **Applicants** for the following types of positions: staff and student employment positions other than driving positions covered by the separate CSB/SJU Alcohol and Drug Testing Policy for DOT Drivers (the "DOT Testing Policy"); volunteer positions; and any safety sensitive faculty position; and
- b. **Employees** holding one of the following types of positions: staff and student employees holding a position not covered by the CSB/SJU DOT Testing Policy; and faculty members holding a safety sensitive position; and
- c. **Volunteers** of either CSB or SJU.

As of the date of the adoption of this Policy, the faculty positions considered by CSB/SJU to be safety sensitive consist of any position that involves clinical work in a medical setting, but CSB/SJU may also apply this policy to other faculty positions later determined, in good faith, by Human Resources in consultation with the Academic Affairs Office, to be safety sensitive. Upon any CSB/SJU determination that a faculty position is safety sensitive, CSB/SJU will notify affected applicants and faculty members holding that position of the safety sensitive determination.

This policy does not change the at-will nature of any employee's employment with CSB or SJU, and no one at CSB or SJU has the authority to alter an employee's at-will employment relationship except in a written employment agreement signed by an authorized representative of the applicable institution. In addition, volunteer roles with CSB or SJU may be terminated at any time by CSB, SJU, or the volunteer.

IV. Drug and Alcohol Prohibition

CSB and SJU's conduct standards on illegal drugs and alcohol are set forth in the *CSB/SJU Drug Free Workplace and Alcohol Misuse Policy*.

V. Circumstances under Which Applicant Testing May Be Required

After receiving a conditional employment offer or a conditional volunteer offer, applicants subject to this policy may be required to undergo testing to include the provision of a blood or urine sample for the purpose of testing for drugs.

No applicant who is given a conditional offer subject to undergoing drug testing will become an employee or volunteer unless and until the applicant is determined by CSB or SJU to have a clearly negative test result. If a conditional offer is withdrawn because of a test result, CSB/SJU shall so inform the applicant.

VI. Circumstances under Which Testing May Be Required of an Employee or Volunteer

A. Reasonable Suspicion

CSB/SJU employees and volunteers subject to this policy may be required to undergo drug and/or alcohol testing if CSB or SJU has a reasonable suspicion that the individual:

- i. is under the influence of drugs or alcohol in violation of a written policy of CSB/SJU or applicable law, and/or
- ii. caused a work-related accident or was operating or helping to operate machinery, equipment or a vehicle involved in a work-related accident, except where it is obvious to CSB/SJU that the accident was not caused by alcohol or drug use, and/or
- iii. has sustained a work-related personal injury or has caused another individual to sustain such a personal injury, except where it is obvious to CSB/SJU that the accident was not caused by alcohol or drug use

Pending the outcome of any reasonable suspicion test, an employee or volunteer required to undergo testing may be suspended in accordance with the applicable faculty or staff handbook. In the case of an employee suspension, the suspension will be without pay unless otherwise specified by an individual agreement with the employee or a written CSB/SJU policy applicable to the employee. If test results prove negative and a tested employee is reinstated, the employee will receive retroactive pay for the period of the suspension.

B. Routine Physical Exam (*For Staff Positions Only*)

Staff may be required to undergo drug and/or alcohol testing as part of a routine physical examination, provided that drug or alcohol testing will not be required more than once annually, and a staff member will be given at least two weeks' written notice that a drug or alcohol test may be required as part of the physical examination.

C. Random Drug Testing

Employees subject to this policy and working in safety-sensitive positions may be required to undergo drug and/or alcohol testing

on a random selection basis. Any random testing will take place without prior notice, and the random selection process will be objective and anonymous. Any random tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year. Once an individual is notified that he or she has been selected for random testing, he or she must proceed immediately to the testing site.

D. Follow up Treatment Testing

Individuals subject to this policy who have been referred by CSB or SJU for chemical dependency evaluation and follow up treatment or who are participating in a chemical dependency treatment program under an employee benefit plan may be required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for up to two (2) years following completion of any prescribed chemical dependency treatment program.

VII. Right to Refuse Testing

A. Applicants

Any applicant subject to this policy may refuse to submit to drug and/or alcohol testing. In the case of such a refusal, any employment or volunteer offer that was conditioned on drug and/or alcohol testing will be withdrawn.

B. Current Employees and Volunteers

A current employee or volunteer subject to this policy may refuse to undergo drug and/or alcohol testing. A non-faculty employee's refusal to undergo any required testing may result in discipline, up to and including the possible immediate termination of employment, and a volunteer's refusal to undergo testing may result in the volunteer's relationship with CSB/SJU being terminated or restricted. A faculty member's refusal to undergo any required testing may result in discipline, up to and including the possible termination of employment, in accordance with the applicable provisions in Section 2.13 of the CSB/SJU faculty handbook.

VIII. Consequences of Positive Test Result

A. Applicants

Any initial screening test that is positive will be subject to a confirmatory test. When an applicant receives a positive test result on either a confirmatory test (where no confirmatory retest is requested by the applicant) or on a confirmatory retest requested and paid for by the applicant, the conditional offer of employment or volunteer status, as applicable, will be withdrawn.

B. Employees

Any initial screening test that is positive will be subject to a confirmatory test. The first time an employee receives a positive test result on either a confirmatory test (where no confirmatory retest is requested by the tested individual) or on a confirmatory retest requested and paid for by the employee, the employee will be given the opportunity to participate in a drug or alcohol counseling or rehabilitation program. The requirement of participation in any such counseling or a rehabilitation program will be determined by CSB or SJU after consultation

with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependence. Any such counseling or rehabilitation program shall be covered by applicable insurance, if any, or at the individual's own expense.

If a tested staff or student employee refuses to participate in a required counseling or rehabilitation program or fails to successfully complete the program (as evidenced by withdrawal from the program before completion or by a positive test result on a confirmatory test or confirmatory retest after completion of the program), he/she may be disciplined or immediately discharged from employment. If a tested faculty member refuses to participate in a required counseling or rehabilitation program or fails to successfully complete the program (as evidenced by withdrawal from the program before completion or by a positive test result on a confirmatory test or confirmatory retest after completion of the program), he/she may be disciplined or immediately discharged from employment in accordance with the applicable provisions in Section 2.13 of the CSB/SJU faculty handbook.

The second time a tested staff or student employee receives either a positive test result on a confirmatory test (where no confirmatory retest is requested) or on a confirmatory retest requested and paid for by the employee, the employee will be disciplined or immediately discharged. The second time a tested faculty member receives a positive test result on either a confirmatory test (where no confirmatory retest is requested) or on a confirmatory retest requested and paid for by the faculty member, the faculty member may be disciplined or immediately discharged in accordance with the applicable provisions in Section 2.13 of the CSB/SJU faculty handbook.

C. Volunteers

When a current volunteer receives a positive test result on either a confirmatory test (where no retest is requested by the volunteer) or on a confirmatory retest requested and paid for by the volunteer, the volunteer's relationship with CSB/SJU may be terminated or restricted.

IX. Right to Explain Positive Test Results or Request and Pay For Confirmatory Retest

To ensure that an individual with appropriate qualifications interprets drug and/or alcohol test results under this policy, CSB/SJU have engaged an outside Medical Review Officer ("MRO") at the testing laboratory to review and advise CSB/SJU on test results.

Within three (3) working days after receiving notice of a positive result on a confirmatory test, the individual tested may submit information to the CSB/SJU appointed MRO at the testing laboratory regarding any over-the-counter or prescription medications that he/she is taking or has recently taken that may have affected the test result and/or any other information relevant to the reliability of, or explanation of, the positive test result.

In addition, within five (5) working days after receiving notice of the positive result on the confirmatory test, the individual tested may

request a confirmatory retest of the original sample at his/her own expense. Such request must be in writing and must be delivered to the CSB/SJU appointed MRO within the five (5) day period.

If, after reviewing any confirmatory retest result or explanatory information offered by the tested individual regarding a positive test result, the MRO advises CSB/SJU of a positive test result, CSB/SJU will, using and relying on test result information from the MRO, make a decision as to employment action.

X. No Other Appeal Procedures

With respect to applicants and volunteers, there are no appeal procedures. With respect to staff and student employees subject to this policy, there are no appeal procedures available, except as may be set forth in the grievance policy and procedure in the Administrative and Support Staff Handbook. With respect to faculty members subject to this policy, faculty members may appeal discipline or termination decisions in accordance with the applicable provisions in Section 2.13.6 the *faculty handbook*.

XI. Testing Procedures

A. Acknowledgement Form

After an applicant, employee or volunteer to be tested under this policy has received a copy of this policy and reviewed it, the individual will be required to sign an acknowledgement form stating that he/she has received and read the policy and consents to testing. A refusal to sign the acknowledgment form will be considered a refusal to testing under Section VII of this policy.

B. Substances Tested

When drug and/or alcohol tests are performed, the testing will be for drugs and/or alcohol and/or their metabolites only.

C. State Regulated Labs and Procedures

Any drug and/or alcohol tests performed under this policy will be performed by a laboratory licensed by the Commissioner of the Minnesota Department of Health to perform such drug and alcohol testing. Blood and urine samples obtained for testing purposes will be obtained at an outside facility in accordance with the procedures required by state statutes and regulations. Chain of custody procedures will be followed in accordance with applicable law and the testing laboratory's standards.

D. Cooperation Required

Individuals subject to this policy are required to fully cooperate with the testing collection procedures. Any attempt to alter a testing sample or any refusal to cooperate with sample collection procedures will be treated as a testing refusal under Section VII of this policy.

XII. Confidentiality

CSB/SJU will maintain the confidentiality of test results consistent with applicable legal requirements.

3.5.7 Fraud Policy for SJU Employees

Saint John's University (SJU) is committed to conducting its business affairs in an ethical manner and in full compliance with the law and its own policies and procedures.

Employees of SJU must not engage in any illegal activity and must not, in the performance of their duties, commit any act of fraud, whether or not adverse to the interest of University. Any act of fraud ascertained upon internal investigation, or pursuant to a criminal conviction, or through

written acknowledgement by the employee concerned, shall result in disciplinary action up to and including termination of employment.

For the purposes of this policy, fraud shall include, but not be limited to:

- a. Theft or misappropriation of SJU's assets
- b. Submitting false claims for payment or reimbursement
- c. Concealment of data or falsification of data to damage or inappropriately benefit SJU
- d. Accepting or offering a bribe, or accepting gifts or other favors under circumstances that might lead to the inference that the gift or favor was intended to influence an employee's decision-making while serving SJU
- e. Accepting a commission from, or paying same to a third party (kickbacks)
- f. Blackmail or extortion
- g. Off book accounting, or making false or fictitious entries
- h. Knowingly creating and/or distributing false or misleading financial reports
- i. Payment of excessive prices or fees where justification, thereof, is not documented
- j. Violation of SJU's procedures with the intention of personal gain or to the detriment of SJU
- k. Willful negligence intended to cause damage to the material interest of the SJU

Reporting Fraudulent Activities

An employee may direct concerns to his/her supervisor, Vice President, the President, the Director of Human Resources, or he/she may use the confidential reporting system, Ethics Point. Ethics Point is a confidential and anonymous way for employees to report suspected improper conduct by filing a report from work or home, via the internet or by speaking directly to an Ethics Point representative.

Visit the following website for additional information: www.csbsju.edu/ethicspoint (<http://www.csbsju.edu/ethicspoint/>)

Please also refer to SJU's Whistleblower Policy (See *Institutional and Operational Policies*) which notes: "It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and University policies and to report violations or suspected violations..."

SJU reserves the right to press charges against an employee and/or to report any criminal action to the appropriate authorities. In any event, SJU reserves the right to sue an employee before Civil Law in order to force restitution of any loss incurred by SJU. An employee discharged under this policy shall not be re-employed by SJU.

Approved by SJU Board of Trustees – May 20, 2013

3.5.8 Fraud Policy for CSB

The College of Saint Benedict (CSB) is committed to conducting its business affairs in an ethical manner and in full compliance with the law and its own policies and procedures.

Employees of CSB must not engage in any illegal activity and must not, in the performance of their duties, commit any act of fraud, whether or not adverse to the interest of the College. Any act of fraud ascertained upon internal investigation, or pursuant to a criminal conviction, or through

written acknowledgement by the employee concerned, shall result in disciplinary action up to and including termination of employment.

For the purposes of this policy, fraud shall include, but not be limited to:

- a. Theft or misappropriation of CSB's assets
- b. Submitting false claims for payment or reimbursement
- c. Concealment of data or falsification of data to damage or inappropriately benefit CSB
- d. Accepting or offering a bribe, or accepting gifts or other favors under circumstances that might lead to the inference that the gift or favor was intended to influence an employee's decision-making while serving CSB
- e. Accepting a commission from, or paying same to a third party (kickbacks)
- f. Blackmail or extortion
- g. Off book accounting, or making false or fictitious entries
- h. Knowingly creating and/or distributing false or misleading financial reports
- i. Payment of excessive prices or fees where justification, thereof, is not documented
- j. Violation of CSB's procedures with the aim of personal gain or to the detriment of CSB
- k. Willful negligence intended to cause damage to the material interest of CSB

Reporting Fraudulent Activities

An employee may direct concerns to his/her supervisor, Vice President, the President, the Director of Human Resources, or he/she may use the confidential reporting system, Ethics Point. Ethics Point is a confidential and anonymous way for employees to report suspected improper conduct by filing a report from work or home, via the internet or by speaking directly to an Ethics Point representative. Visit the following website for additional information: www.csbsju.edu/ethicspoint (<http://www.csbsju.edu/ethicspoint/>)

Please also refer to CSB's Whistleblower Policy (See *Institutional and Operational Policies*) which notes: "It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and College policies and to **report violations or suspected violations...**"

CSB reserves the right to press charges against an employee and/or to report any criminal action to the appropriate authorities. In any event, CSB reserves the right to sue an employee before Civil Law in order to force restitution of any loss incurred by CSB. An employee discharged under this policy shall not be re-employed by CSB.

Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013

3.5.9 Equal Employment Opportunity Policy for Saint John's University (SJU)

Saint John's University (SJU) commits itself to a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies and specifically with Minnesota Statutes Section 363.

Saint John's University will not discriminate against or harass any employee or applicant for employment because of race, religion, color,

national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic.

However, in order to maintain its Benedictine character, SJU will give first consideration in filling vacancies to qualified monastic members of The Order of Saint Benedict and in accordance with the Minnesota Human Rights Act chapter 363.02 Subdivision 1, with respect to religion and creed, as permitted by law. The monastic members of the Order live on the SJU campus within a church defined enclosure, which by church law is restricted to members of the monastic community. The Monks and employees working within the private living quarters are exempted from this policy.

SJU reserves the right to exercise discretion in employment decisions to employ persons who share and are committed to the values and mission of SJU.

SJU will take Affirmative Action to ensure that employment practices and procedures are free from discrimination, including: employment advertising, recruitment and selection, hiring, job enlargement, promotion, demotion, transfer, selection, layoff, disciplinary action, termination, compensation, selection for training and apprenticeship programs.

Minority and female business enterprises will receive equal opportunity to participate in an RFP/contract bidding process for SJU contracts. SJU supports incorporation of nondiscrimination and Affirmative Action rules and regulations into vendor contracts.

SJU will commit necessary human and financial resources to achieve the goals of Equal Employment Opportunity and Affirmative Action.

SJU will encourage, report and monitor its progress toward achieving Affirmative Action objectives. Any employee or subcontractor who does not comply with the Equal Opportunity Policy may be subject to disciplinary action or sanctions in accordance with the applicable Faculty or Staff Handbook.

SJU has appointed the Employment Manager, to manage the Equal Employment Opportunity Program. The Employment Manager's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of the Affirmative Action Program as required by Federal, State and local agencies. The President of Saint John's University will receive and review reports on the progress of this program. Any employee or applicant for employment who believes he/she has been discriminated against should contact either the Employment Manager and EEO/AA Officer, at (320) 363-5282 or the Faculty/Staff Human Rights Officer, at (320) 363-5071.

3.5.10 Equal Employment Opportunity Policy for the College of Saint Benedict (CSB) Employees

The College of Saint Benedict (CSB) commits itself to a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies and specifically with Minnesota Statutes Section 363.

CSB will not discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability or other legally protected category or characteristic.

However, in order to maintain its Benedictine character, CSB will give first consideration in the assignment of duties to qualified members of

the Sisters of the Order of Saint Benedict, and in accordance with the Minnesota Human Rights Act chapter 363.02 Subdivision 1, with respect to religion and creed, as permitted by law. The Sisters of The Order live on the campus within a church defined enclosure, which by church law is restricted to members of the monastic community. The Sisters and employees of the monastery are exempt from this policy.

CSB reserves the right to exercise discretion in employment decisions to employ persons who share and are committed to the values and mission of the College.

CSB will take Affirmative Action to ensure that employment practices and procedures are free from discrimination, including: employment advertising, recruitment and selection, hiring, job enlargement, promotion, demotion, transfer, selection, layoff, disciplinary action, termination, compensation, selection for training and apprenticeship programs.

Minority and female business enterprises will receive equal opportunity to participate in an RFP/contract bidding process for CSB contracts. CSB supports incorporation of nondiscrimination and Affirmative Action rules and regulations into vendor contracts.

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CSB will encourage, report and monitor its progress toward achieving Affirmative Action objectives. Any employee or subcontractor who does not comply with the Equal Opportunity Policy may be subject to disciplinary action or sanctions in accordance with the applicable Faculty or Staff Handbook.

CSB has appointed the Employment Manager to manage the Equal Employment Opportunity Program. The Employment Manager's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of the Affirmative Action Program as required by Federal, State and local agencies.

The President of the College of Saint Benedict will receive and review reports on the progress of this program. Any employee or applicant for employment who believes they have been discriminated against should contact either the Employment Manager and EEO/AA Officer, at (320) 363-5282 or the Faculty/Staff Human Rights Officer, at (320) 363-5071.

3.5.11 Whistleblower Policy for SJU Employees

The lasting success and reputation of Saint John's University (SJU) requires fair and ethical conduct by our Trustees, Cabinet members, faculty, staff, and volunteers. This Whistleblower Policy is intended to strongly encourage and enable Trustees, Cabinet members, faculty, staff, and volunteers to raise serious concerns within the organization prior to seeking resolution outside the institution without fear of retaliation to the reporter.

In order to maintain the trust and confidence of the community and our stakeholders, SJU intends to comply with all applicable laws and regulations and expects its Trustees, Cabinet members, faculty, staff, and volunteers to comply with the law and to refrain from any illegal, dishonest, or unethical conduct.

Reporting Violations

SJU encourages faculty and staff to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his/her supervisor or is not satisfied with

the supervisor's response, the employee is encouraged to speak with someone in the Human Resources department or anyone in management whom he/she is comfortable approaching.

Supervisors and managers are required to report suspected violations to the Human Resources department, which has specific and exclusive responsibility to oversee and manage the investigation process for all reported violations. Trustees and Cabinet members should report suspected violations to the Chair of the Board or the President. Volunteers should report suspected violations to the volunteer coordinator or, if none, contact the Human Resources department.

Note: SJU also provides a confidential and anonymous reporting system, Ethics Point. This reporting system provides the opportunity to report concerns from work or home, via the internet or by speaking directly to a representative. Visit the following website for additional information: www.csbsju.edu/ethicspoint (<http://www.csbsju.edu/ethicspoint/>)

Reporting Responsibility

It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and University policies, and to report violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No Trustee, Cabinet member, faculty, staff, or volunteer who in good faith reports a violation of applicable laws and regulations or policies of SJU shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a suspected violation in good faith is subject to discipline up to and including termination of employment.

Approved by SJU Board of Trustees – May 20, 2013

3.5.12 Whistleblower Policy for the CSB Employees

The lasting success and reputation of the College of Saint Benedict (CSB) requires fair and ethical conduct by its Trustees, officers, employees, and volunteers. This Whistleblower Policy is intended to strongly encourage and enable Trustees, Cabinet members, faculty, staff, and volunteers to raise serious concerns within the institution prior to seeking resolution outside the institution without fear of retaliation to the reporter.

In order to maintain the trust and confidence of the community and our stakeholders, CSB intends to comply with all applicable laws and regulations and expects its Trustees, Cabinet members, faculty, staff, and volunteers to comply with the law and to refrain from any illegal, dishonest, or unethical conduct.

Reporting Violations

CSB encourages faculty and staff to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his/her supervisor or is not satisfied with his/her supervisor's response, the employee is encouraged to speak with someone in the Human Resources department or anyone in management whom he/she is comfortable approaching.

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Volunteers should report suspected violations to the volunteer coordinator or, if none, to the Human Resources department.

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Reporting Responsibility

It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations, and College policies, and to report violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No Trustee, Cabinet member, faculty, staff, or volunteer who in good faith reports a violation of applicable laws and regulations or policies of CSB shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a suspected violation in good faith is subject to discipline up to and including termination of employment.

Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013

3.5.13 Solicitation Policy for Saint John's University Employees

A. Gift Solicitation

The responsibility for fundraising off-campus rests in the Institutional Advancement Office of Saint John's University. Unless working as part of a team organized by Institutional Advancement, no employee is to represent himself or herself as a fund raiser for Saint John's University.

Fundraising on-campus intended to reach all employees, such as the United Way campaign, is organized by the Human Resources department.

B. Sales Solicitation

- a. External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.
- b. Outside agencies may sell merchandise on campus only if they complete a solicitation permit form and receive authorization from the University. Sales activities will be allowed only in areas specified in the authorization and are prohibited in all residence halls.
- c. Authorized sales may not compete with any school auxiliary enterprise.

C. Solicitations by Mail or Posted Announcements

Use of print or electronic mailing lists compiled by or owned by Saint John's University is prohibited, unless authorized by the Divisional Vice President.

Staff may use the electronic bulletin board – personal announcements section for personal solicitation notices. The use of on-campus bulletin boards, hallways, kiosks, or other general public

access space, and student P.O. boxes is authorized by the Student Activities Office.

Use of campus mailboxes to solicit students for employment is managed by the Director of Career Services.

D. Religious Solicitation

Religious organizations or representatives other than Campus Ministry are not permitted to solicit on campus, conduct worship services, or give presentations on campus without the express written permission of the University Campus Ministry Office. Academic guest-speaker presentations by individuals or groups representing a religious organization or view is at the discretion of the faculty and the Academic Affairs Office.

Religious solicitation by an outside group or individual is not permitted in the residential areas under any circumstances.

The distribution of religious materials by employees or students requires approval by Campus Ministry.

3.5.14 Solicitation Policy for the College of Saint Benedict Employees

A. Solicitation

The responsibility for fundraising off-campus rests in the Institutional Advancement Office of the College of Saint Benedict. Unless working as part of a team organized by Institutional Advancement, no employee is to represent himself or herself as a fund raiser for the College of Saint Benedict.

Fundraising on-campus intended to reach all employees, such as the United Way campaign, is organized by the Human Resources department.

B. Sales Solicitation

- a. External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.
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Religious solicitation by an outside group or individual is not permitted in the residential areas under any circumstances.

The distribution of religious materials by employees or students requires approval by Campus Ministry.

3.5.15 Political Activities Policy

The College of Saint Benedict (CSB) and Saint John's University (SJU) recognize the educational and civic merits of political awareness among its employees. The College of Saint Benedict and Saint John's University, as academic institutions, promote free expression of political ideas.

All employees and students are encouraged to express their political preference by voting for the candidate of their choice. However, as institutions with non-profit legal status, CSB and SJU are prohibited by federal law from endorsing candidates for elective office or political parties. An employee, like all other citizens, may engage in political activity provided the employee does not represent or imply that the employee is speaking or acting in the name of or on behalf of the College of Saint Benedict or Saint John's University. If an employee engages in direct political activity which may conflict with the employee's ability to carry out his or her job responsibilities, the employee must consult with his or her supervisor to assess whether a leave of absence or other adjustment to the job assignment is appropriate in the best interest of the employee, the College of Saint Benedict and Saint John's University.

The College of Saint Benedict and Saint John's University follow applicable federal and state law, as well as the guidelines of the American Council of Education (ACE) on political campaign-related activities of colleges and universities. College and University policies regarding political campaigning on campus are available at the following links.

- CSB: <http://www.csbsju.edu/csb-student-development/bennie-book/> (<http://www.csbsju.edu/csb-student-development/bennie-book/>)
- SJU: <http://csbsju.edu/sju-student-development/j-book-student-policies/> (<http://csbsju.edu/sju-student-development/j-book-student-policies/>)

A complete copy of the ACE guidelines may be found at: <http://www.acenet.edu/news-room/Pages/Memo-Political-Campaign-Related-Activities-of-and-at-Colleges-and-Universities.aspx>.

3.5.16 Smoke Free Campus Policy

The College of Saint Benedict and Saint John's University have the responsibility to provide a naturally safe, healthy and productive environment to all employees, students, residents and visitors. Research findings show that tobacco use in general, including smoking and breathing secondhand smoke, presents significant health hazards to the public. Secondhand e-cigarette aerosol contains nicotine, ultrafine particles and low levels of toxins that are known to cause cancer. In addition to causing direct health hazards, smoking contributes to

institutional costs in other ways, including high risk for fire damage, cleaning and maintenance, and costs associated with employee absenteeism, health care and medical insurance. Tobacco use includes smoking (inhaling, exhaling, burning, vaping or carrying any lighted cigar, cigarette, electronic cigarette, or pipe) and the use of smokeless/chewable tobacco.

The College of Saint Benedict and Saint John's University therefore have set the following policies regarding cigarette smoke and tobacco use:

- The use of tobacco products (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes and other tobacco products) is prohibited in all college and university buildings, other partially or fully enclosed structures, bus stops, and athletic field structures (including but not limited to outdoor seating, dugouts and player shelters).
- The use of tobacco products (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes and other tobacco products) is prohibited in all college and university owned or operated vehicles.
- Smoking and the use of vapor related products outside of campus buildings must take place at least 25 feet from any entrance, exit, or any building's fresh air intake. Any users should exercise discretion near public/visitor entrances and non-smokers.
- The College of Saint Benedict and Saint John's University prohibits on its campuses the sale or free distribution of tobacco products and the advertisement or acceptance of money or merchandise demonstrating loyalty to tobacco companies or any second-party sales or marketing outlets or agents.

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