

# FACULTY HANDBOOK

## Faculty Handbook Information

The edition of the faculty handbook included in the 2025-2026 Academic Catalog is from May 21, 2025, and should be noted when this edition is referenced and/or printed. Any changes approved by the Faculty Handbook Committee throughout the academic year will be noted.

## Faculty Handbook Reports

The Faculty Handbook chair creates an annual report to reference changes made during a specific year and to assist in the yearly update of the handbook. The May 2025 report and more can be reviewed in myCSBSJU (<https://my.csbsju.edu/pages/faculty-handbook/>) under the Academic Affairs page.

## FOREWORD

### Faculty Handbook

#### College of Saint Benedict and Saint John's University

This document is the faculty handbook of the College of Saint Benedict and Saint John's University. It contains information and contractual material for the faculty members of both institutions.

The faculty handbook is organized into five parts:

- Part I – Mission, Values, Governance and Bylaws
- Part II – Contractual Policies and Procedures
- Part III– Administrative Procedures
- Part IV– Faculty Procedures
- Part V – Faculty Governance

Part I contains documents adopted by the Boards of Trustees as well as other administrative documents which relate to the overall mission and governance of the institutions; it is revised by administrative update. Part III is also revised by administrative update and contains administrative procedures which are of importance to faculty members. Procedures which are adopted by the Joint Faculty Assembly and approved by the president are incorporated into Part IV. Part V describes the faculty governance structure and is revised by action of the Joint Faculty Assembly and approval by the president. These four parts of the faculty handbook are common to the faculty of the college and of the university, although they contain some sections which may only apply to one of the two institutions. Revisions to these four parts ordinarily become effective as soon as they are adopted and receive presidential approval.

The policies and procedures of Part II are incorporated by reference into the contracts of all faculty members. This part is actually two documents, one for each institution, but they are mostly parallel and so are presented in a single text. Differences between the two documents are indicated by square brackets. Usually, the text in brackets pertains to Saint John's University and, depending on the context either replaces or supplements the immediately preceding text which pertains to the College of Saint Benedict. Otherwise, the text in brackets begins with the phrase "College of Saint Benedict only;" or "Saint John's University only;" to indicate the institution to which it pertains. Amendments to Part II are made by separate action of the College of Saint Benedict and Saint John's University faculty and must be ratified by the respective Boards. These amendments do not become effective until the beginning of the next contract year.

The pagination of the current document has been designed to facilitate updating. Each page has the effective date of that page (starting with August 2003) and the section number. The page number after the section number is from the beginning of the section, so that 2.3-2 at the bottom of the page means page two of Section 2.3. Major subsections usually begin a new page. It is the intention of the Faculty Handbook Committee to keep the latest version of the faculty handbook online.

Pages with a later date supersede those with an earlier date.

No document as complex as the faculty handbook is ever complete or perfect. The committee hopes that the attached text is as accurate as possible, but there are bound to be errors, both substantive and typographical, and the committee takes responsibility for these. Errors should be reported to the Office of the Provost, where the official version of the faculty handbook is kept, so that they can be corrected as quickly as possible.

April 2024

Faculty Handbook Committee

## PART I

### Faculty Handbook

#### College of Saint Benedict and Saint John's University

## 1.0 Mission, Governance and Bylaws

Part I of the *Faculty Handbook* contains mission statements unique to each undergraduate institution and the School of Theology-Seminary. Mission statements are prepared by the respective Boards of Trustees of the College of Saint Benedict (the "College" or "CSB"), Saint John's University (the "University" or "SJU") and the Saint John's School of Theology and Seminary (together, the "Institutions"). An overview of the organization and institutional structure of CSB and SJU is provided, as well as documentation of the history of the governance and bylaws of each institution. The role and responsibilities of academic administrators are also described.

## 1.1 Mission and Values

### 1.1.1 Mission of the College of Saint Benedict

The mission of the College of Saint Benedict is to provide for women the best undergraduate residential liberal arts education along with select graduate programs, in the Catholic and Benedictine traditions. The college fosters integrated learning, exceptional leadership for change and wisdom for a lifetime.

### 1.1.2 Mission of Saint John's University

Grounded in Catholic and Benedictine values and traditions, Saint John's University provides young men a distinctive residential liberal arts education, preparing them to reach their full potential and instilling in them the values and aspiration to lead lives of significance and principled achievement.

#### 1.1.2.1 Mission of the School of Theology and Seminary

Saint John's School of Theology and Seminary, rooted in the Roman Catholic and Benedictine tradition, educates men and women for ordained and lay ministry in the Church.

As community of faith and hope, we, the faculty, staff, and students of Saint John's School of Theology and Seminary, worship God and celebrate the life, death, and resurrection of our Lord Jesus through the power of the Holy Spirit.

As an academic community relying on the wisdom of the same Holy Spirit, we root ourselves in the Christian tradition, and interpret that legacy in light of the Roman Catholic and Benedictine heritage passed on to us by Saint John's Abbey with its rich theological, liturgical and ecumenical history.

We commit ourselves to academic, spiritual, pastoral, and professional formation so we might serve the Church in lay and ordained ministry and thus use our diverse gifts for the transformation of our world.

We dedicate ourselves to a lifelong pursuit of wisdom, so we might progress in Christian faith and "run on the paths of God's commandments, our hearts expanding with the inexpressible delight of love" (Prologue, RB).

### 1.1.3 Academic Commitments to the Missions

The Academic Commitments respond to the missions of CSB and SJU. The Academic Commitments to the Missions include:

- A coherent liberal arts curriculum which focuses on questions important to the human condition, demands clear thinking and communicating, and calls forth new knowledge for the betterment of humankind. The Institutions will excel in the study of the intersection of global cultures and community sustainability, leavened by the commitments of the Catholic intellectual life;
- An integrative environment for learning which stresses intellectual challenge, open inquiry, collaborative scholarship and artistic creativity. The Institutions will excel as learning communities promoting the integration of professional and personal lives through opportunities for experiential learning;
- An emphasis on the personal growth of women and men which incorporates new knowledge about the significance of gender into opportunities for leadership and service on each campus and across both campuses. The Institutions will excel, individually and coordinately, in cultivation and reflection on the social, spiritual and physical development of men and women;
- An experience of Benedictine values which fosters awareness of the meaning of one's existence and the formation of community built on respect for individual persons. The Institutions will excel in fostering the understanding and cultivation of the individual and communal vocation of all, informed by the Catholic intellectual tradition, Benedictine values, ecumenism and respect for diverse cultures;
- Cultivation of the habit of promoting the common good which is formed by knowledge, faith and an open-hearted response to the needs of others. The colleges will excel in fostering understanding of Catholic social teachings and leadership for change to improve the well-being of the underserved, enhance overall community life, and protect the environment.

### 1.1.4 Undergraduate Learning Goals and Objectives

Drawn from our missions and our Catholic and Benedictine values and traditions, our Institutional Learning Goals establish clear expectations and outcomes for the curricular and co-curricular experience at CSB and SJU.

#### THINK DEEPLY

*Think critically, creatively, and with complexity when addressing significant questions.*

Our students will demonstrate critical thinking and manage cognitive complexity. These skills include approaching problems in integrative ways from multiple perspectives, as well as to ethically acquire, evaluate and apply information and communicate in multiple formats. The CSB and SJU learning experience will provide students with opportunities for reflective learning, analytic inquiry, investigation, application, problem solving, creativity and communication.

#### EMBRACE DIFFERENCE

*Observe life from multiple perspectives.*

Our students will demonstrate identity awareness, including power and privilege, and practice inclusivity and cultural agility. These skills include an ability to learn from, respect, and work with people whose identity and perspective are different from their own. Students will engage the world through the lens of gender, with an appreciation of human differences. The CSB and SJU learning experience will provide students with opportunities to reflect on their own cultural identity, engage diverse points of view and learn to respect cultures/values different from their own

#### ENGAGE GLOBALLY

*Embark on a journey of discovery and take part in the world.*

Our students will commit to global engagement, civic engagement and citizenship. These skills include an understanding of justice and the common good, awareness of social responsibility and knowledge of world systems and their points of intersection/divergence. The CSB and SJU learning experience will provide students with opportunities to reflect on their place in the world, experience different cultures, and practice social responsibility and leadership both locally and globally.

#### SERVE GRACIOUSLY

*Discover a meaningful life purpose through service and leadership.*

Our students will commit to personal reflection, personal development, honesty, service and leadership. Grounded in our Benedictine heritage, these skills include an understanding of spirituality as an important aspect of identity, a commitment to community and principled leadership, and the ability to live a purposeful professional and personal life. The CSB and SJU learning experience will provide opportunities to reflect spiritually, and develop ethical/moral principles for guiding one's actions. Their experiences will integrate professional development, personal development and community engagement.

#### LIVE COURAGEOUSLY

*Embody the skills and attributes of personal and professional success.*

Our students will refine and articulate their educational, career and life goals. These skills include appropriate use of campus resources, resilience in the face of challenges and opportunities, and development of habits for personal success. The CSB and SJU learning experience will provide students with opportunities and resources to make informed academic, personal and professional choices for the future.

## 1.2 Institutional Structure

### 1.2.1 College of Saint Benedict Corporate and Institutional Structure

The College of Saint Benedict was founded in 1913 by the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota, and operates under a charter granted in 1887. From the time the College was founded until 1961, it was part of the religious community corporation. In 1961,

the College was incorporated separately as a charitable, nonprofit corporation.

## 1.2.2 Saint John's University Corporate and Institutional Structure

Saint John's University is comprised of a College of Arts and Sciences and a School of Theology and Seminary. In 1857, Benedictine monks, who had settled in the Territory of Minnesota, secured a charter from the Territorial Legislature incorporating their community as the "Order of Saint Benedict" ("OSB"). . . "for scientific, educational and ecclesiastical purposes" and authorizing them "to establish and erect an institution, or seminary, in Stearns County . . . to be known by the name and style of Saint John's Seminary." In 1869, Saint John's was authorized to confer academic degrees, and 14 years later, in February 1883, the legal title of the institution was changed to Saint John's University. In order to have one corporate entity focused fully on the operations and educational mission of Saint John's University, in 2012, OSB transferred the assets for operating the university to a separately formed Saint John's University non-profit corporation.

## 1.3 Governance and Bylaws

### 1.3.1 Strong Integration

In January 2022, the College of Saint Benedict Board of Trustees (the CSB Board) and the Saint John's University Board of Trustees (the SJU Board) (together, the Boards or CSB and SJU Boards) established Strong Integration between CSB and SJU, which is further described in the Joint Operating Agreement (JOA) between the two institutions. Pursuant to Strong Integration, the JOA provides for collaboration between CSB and SJU on appropriate administration and governance, in accordance with each institution's bylaws. Under Strong Integration, the institutions are governed through separate boards of trustees, however; the boards have common members, board leaders and committees.

Under Strong Integration, a single president is appointed to serve as the chief executive officer of CSB and SJU. The president is appointed by the Boards, subject to the approval of the Corporate Members of each institution. The president serves a specified term of up to six years and may be reappointed for one or more successive terms.

The following sections generally describe each institution's governance structure; however, the bylaws of each institution should be consulted for additional and specific detail.

### 1.3.2 The College of Saint Benedict Board Governance

CSB is an independent, nonprofit corporation sponsored by the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota (SBM). Governance and management of CSB is set forth in the Amended and Restated Bylaws of the College of Saint Benedict (the CSB Bylaws).

The CSB Bylaws require that CSB have five corporate members, all of whom are members of Saint Benedict's Monastery (the CSB Corporate Members). The primary purpose of the CSB Corporate Members is to protect and promote CSB's foundational Catholic and Benedictine identity, mission, and character.

CSB is governed by the CSB Board, subject to certain reserved rights of the CSB Corporate Members. The CSB Board is the policy-making body of CSB and implementation of its policies is the responsibility of the president, whom the CSB Board and SJU Board have the responsibility to select. The CSB Board is composed of not more than forty-four (44) persons that include: (a) one Corporate Member elected by the CSB Corporate members; (b) two members of SBM elected by the SBM

Monastic Council; (c) one individual elected by the SJU Corporate Members to the SJU Board (subject to the approval of the CSB Corporate Members); (d) two individuals elected by the SJU Founding members to the SJU Board (subject to the approval of the CSB Corporate Members); and (e) At-Large Trustees. All of the foregoing trustees have voting rights (the "Voting Trustees") on the CSB Board. Voting trustees serve a three-year term and may be reelected to two additional three-year terms.

In addition to the Voting Trustees, there are five non-voting trustees on the CSB Board who do not have voting rights at the board level. The Non-Voting Trustees include: (i) one faculty member jointly recommended for election by the CSB and SJU faculty; (ii) one individual recommended for election by CSB's alumnae association; (iii) one individual recommended for election by SJU's alumni association; (iv) one individual recommended for election by the CSB student senate; and (v) one individual recommended for election by the SJU student senate (together, the Non-Voting Trustees). Non-Voting Trustees serve one-year terms.

### 1.3.3 Saint John's University General Governance from University Bylaws

SJU is an independent Minnesota non-profit corporation operated, as authorized, as an apostolate of Saint John's Abbey, a Benedictine monastery and public juridic person of the Roman Catholic Church. Governance and management of SJU is delineated in the Amended and Restated Bylaws of Saint John's University (the SJU Bylaws).

As set forth in the SJU Bylaws, there are two classes of members of SJU: a) the SJU Corporate Members consist of the chair of the SJU Founding Members and four additional persons elected by the SJU Corporate Members; b) the SJU Founding Members consist of the finally professed members of Saint John's Abbey in good standing.

SJU is governed by the Saint John's University Board of Trustees (the SJU Board), subject to certain reserved rights of the SJU Corporate Members as set forth in the SJU Bylaws. The SJU Board is the policy-making body of SJU and implementation of its policies is the responsibility of the president, whom the SJU Board and the CSB Board have the responsibility to select. The SJU Board is composed of not more than forty-four (44) persons that include: (a) one Corporate Member elected by the SJU Corporate members; (b) two Founding Members elected by the SJU Founding Members; (c) one individual elected by the CSB Corporate Members to the CSB Board (subject to the approval of the SJU Corporate Members); (d) two individuals elected by the Monastic Council of the Saint Benedict's Monastery to the CSB Board (subject to the approval of the SJU Corporate Members); and (e) At-Large Trustees. All of the foregoing trustees have voting rights (the "Voting Trustees") on the SJU Board. Voting trustees serve a three-year term and may be reelected to two additional three-year terms.

In addition to the Voting Trustees, there are five non-voting trustees on the CSB Board who do not have voting rights at the board level. The non-voting Trustees include: (i) one faculty member jointly recommended for election by the CSB and SJU faculty; (ii) one individual recommended for election by SJU's alumni association; (iii) one individual recommended for election by CSB's alumnae association; (iv) one individual recommended for election by the SJU student senate; and (v) one individual recommended for election by the CSB student senate (together, the Non-Voting Trustees). Non-Voting Trustees serve one-year terms.

The Abbot of Saint John's Abbey, in the exercise of his canonical responsibilities as Ordinary of the Abbey, gives canonical approval for

pastoral positions, including University Chaplain, Director of Campus Ministry, and Faculty Residents.

### 1.3.4 Faculty Representation on the CSB and SJU Boards of Trustees

Pursuant to Article V, Section 1(e) of the CSB Bylaws and Section 4.03(c) of the SJU Bylaws, one faculty member that is jointly recommended by the CSB faculty and the SJU faculty is elected by the CSB and SJU Boards, subject to the approval of the CSB and SJU Corporate Members, to serve as a Non-Voting Trustee on the CSB and SJU Boards.

### 1.3.5 Faculty Representation on CSB and SJU Committees of the Boards

The CSB and SJU Bylaws provide that faculty and students may serve as voting members on certain Committees of the Boards. Currently, the Chair and Vice-Chair of the Joint Faculty Assembly serve on Student Experience Committee; the faculty member elected to the CSB and SJU Boards serves on the Strategic Growth & Mission Committee; one faculty member serves on the External Engagement Committee; and one faculty member serves on Strategic Resources Committee.

## 1.4 Faculty Role in Governance

### 1.4.1 Faculty Role in the Governance of the College of Saint Benedict

To further its educational mission and goals, CSB is committed to cooperation among the CSB Board, the administration, the faculty, the students, Saint Benedict's Monastery, and SJU. The broadest possible exchange of information and opinion is necessary for effective planning and implementation of the educational objectives of the CSB.

Each constituency of the academic community has different initiating and decision-making responsibilities. The primary role of the faculty in governance is the implementation of the educational goals held separately and in common by CSB and SJU. In this capacity the faculty is primarily responsible for curriculum planning, policy, and review, and curricular requirements including but not limited to: admissions and graduation requirements; the general curriculum; additions and deletions of majors, minors, or programs.

Although changes in educational policy may be proposed by any faculty individual or group, the provost, president or the CSB Board, any major changes require consultation with the faculty prior to final action by the provost, president, or the CSB Board as is appropriate, unless there is formal agreement to do otherwise. That consultation would take place through any mutually agreed upon procedure which provides a means for the faculty (as a whole or through authorized representatives) to present its judgment in the form of a recommendation, vote or other expression sufficiently explicit to record the position or positions taken by the faculty.

The faculty is also responsible for the setting and maintaining of faculty standards, including, but not limited to, recommendations regarding tenure, promotion, sabbaticals, and the use of faculty development funds.

Finally, the faculty in collaboration with the provost is responsible for recommendations regarding the procedures used to determine faculty salary increases and the creation and implementation of faculty salary schedules. The faculty, through its representatives on the Joint Benefits Committee, consults with other employee groups in order to formulate

recommendations regarding working conditions and joint employee benefits.

The faculty participates in institutional governance through the Joint Faculty Assembly, and through its representatives on the Joint Faculty Senate and standing committees or *ad hoc* committees of the Joint Faculty Assembly or the Joint faculty Senate. Faculty members have additional responsibilities to exchange information with and serve as consultants to constituencies of CSB. These responsibilities may be fulfilled by participation in committees of the CSB Board or the Administration, divisional and/or departmental governance, or *ad hoc* committees.

The faculty is subject to the reserve power of control by the CSB Board in their initiation, review and recommendation of requirements for admission, the curriculum requirements for graduation, the nature and number of degrees to be conferred, and regulations for the conduct of the educational work of CSB. In particular, no exercise of the powers herein conferred on the faculty that, in the judgment of the president of CSB, involves a major issue in the educational policy of CSB shall take effect without the concurrence of the CSB president and the approval of the CSB Board. The power of review or final decision in these areas is lodged in the CSB Board or delegated by it to the president. Only in exceptional circumstances, however, is non-concurrence exercised, and the reasons for the action are communicated to the faculty by the president.

### 1.4.2 Faculty Role in the Governance of Saint John's University

To further its educational mission and goals, SJU is committed to cooperation among the SJU Board, the administration, the faculty, the students, the monastic community of Saint John's Abbey, and CSB. The broadest possible exchange of information and opinion is necessary for effective planning and implementation of SJU educational objectives.

Each constituency of the academic community has different initiating and decision-making responsibilities. The primary role of the faculty in governance is the implementation of the educational goals held separately and in common by SJU and CSB. In this capacity the faculty is primarily responsible for curriculum planning, policy, and review, and curricular requirements including but not limited to: admissions and graduation requirements; the general curriculum; additions and deletions of majors, minors, or programs.

Although changes in educational policy may be proposed by any faculty individual or group, the provost, president or SJU Board, any major changes require consultation with the faculty prior to final action by the provost, president, or SJU Board as is appropriate, unless there is formal agreement to do otherwise. That consultation would take place through any mutually agreed upon procedure which provides a means for the faculty (as a whole or through authorized representatives) to present its judgment in the form of a recommendation, vote or other expression sufficiently explicit to record the position or positions taken by the faculty.

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The faculty participates in institutional governance through the Joint Faculty Assembly and through its representatives on the Joint Faculty Senate and standing committees or *ad hoc* committees of the Joint Faculty Assembly or the Joint Faculty Senate. Faculty members have additional responsibilities to exchange information with and serve as consultants to constituencies of the University. These responsibilities may be fulfilled by participation in committees of the SJU Board or the administration, divisional and/or departmental governance, or *ad hoc* committees.

The faculty is subject to the reserve power of control by the SJU Board in their initiation, review and recommendation of requirements for admission, the curriculum requirements for graduation, the nature and number of degrees to be conferred, and regulations for the conduct of the educational work of SJU. In particular, no exercise of the powers herein conferred on the faculty that, in the judgment of the SJU president, involves a major issue in the educational policy of SJU shall take effect without the concurrence of the SJU president and the approval of the SJU Board. The power of review or final decision in these areas is lodged in the SJU Board or delegated by it to the SJU president. Only in exceptional circumstances, however, is non-concurrence exercised, and the reasons for the action are communicated to the faculty by the president.

## 1.5 Administration

The administration comprises all persons who have responsibilities for the operation of CSB and SJU apart from instruction of students. The internal organization and reporting structure of administrators and administrative staff are detailed in the appendix to Part I (available from the Human Resources Office). The *Faculty Handbook* includes a brief description of the authority and responsibilities of those administrators who have responsibilities to the academic program.

### 1.5.1 The President

The president of is the chief executive officer of CSB and SJU. The president reports directly to the CSB Board and SJU Board on all matters related to the operation of CSB and SJU.

### 1.5.2 The Provost

The provost is the chief academic officer and is accountable to the president for oversight of all academic and academically related programs and services in the coordinate curriculum of the college/university. The provost empowers deans, department chairs and other academic administrators to fulfill their responsibilities effectively and efficiently by hiring and retaining a faculty capable of sustaining the coordinate curriculum. The provost also directs the coordinate academic planning process and oversees administration on all academic budgets and the use of academic facilities.

### 1.5.3 The Associate Provost and Dean of the Faculty

The associate provost and dean of the faculty reports to the provost and represents Academic Affairs in work with the other divisions of the University. The responsibilities of the associate provost and dean of the faculty include oversight of faculty hiring, faculty development, matters of rank and tenure, the faculty handbook, supervising department chairs, faculty personnel issues, new initiatives, and campus planning.

### 1.5.4 The Dean of Curriculum and Assessment

The dean of curriculum and assessment reports to the associate provost and dean of the faculty and serves as the key administrator engaged in curricular matters, including the general education curriculum, academic program review, and works with departments and programs on assessment of student learning. The dean of curriculum and assessment's responsibilities include scheduling and evaluation and matters of student and faculty interpretation of educational policies. The academic dean is the final authority on student academic issues. The academic dean is accountable to the provost for the orderly administration of academic programs.

### 1.5.5 The Dean for Student Academic Success

The dean for student academic success reports to the associate provost and dean of the faculty and serves as the key administrator engaged in retention. The dean of curriculum and assessment's responsibilities include scheduling and evaluation and matters of student and faculty interpretation of educational policies.

### 1.5.6 The Dean of the School of Theology

The dean of the School of Theology is the chief administrative officer of the School of Theology, and reports to the president. The dean holds a faculty appointment at Saint John's University and is a member of the president's staff and coordinate cabinet. The dean of the School of Theology, in conjunction with the rector, is responsible for informing and seeking advice of the chancellor, the ordinary of the diocese of Saint Cloud and the School of Theology Board of Overseers concerning the professional and religious functions of the school as they may be guided by canonical norms.

### 1.5.7 Department Chairs

The chair of a department of instruction represents the faculty of that department and has administrative responsibilities within that department. As an administrator, the chair is responsible for the proper functioning of the department; governance, faculty, students and facilities.

Department chairs are tenured/tenure-track faculty members. They report to the associate provost and dean of the faculty.

## Appendices to Part I

1. College of Saint Benedict Organization Chart (available from the Human Resources Office) (<https://livecsbsju.sharepoint.com/sites/humanresources/SitePages/Organizational-Charts.aspx>)
2. Saint John's University Organization Chart (available from the Human Resources Office) (<https://livecsbsju.sharepoint.com/sites/humanresources/SitePages/Organizational-Charts.aspx>)

## PART II

### Faculty Handbook

## COLLEGE OF SAINT BENEDICT AND SAINT JOHN'S UNIVERSITY 2.0 Contractual Policies and Procedures

This section (Part II of the faculty handbook, including Sections 2.0 through 2.16 and all appendices to Part II) contains the approved policies and procedures of the College of Saint Benedict (the college) [Saint John's University (the university)] concerning the terms and

conditions of employment of the faculty of the college [university]. Part II is incorporated into the individual contract of employment of each faculty member. Where the terms and provisions of an individual contract of a faculty member are inconsistent with the general policies contained herein, the provisions of the individual contract shall supersede. Otherwise, the provisions of Part II of the faculty handbook are legally binding on all parties for the specific period covered by a contract and will not be changed during that period.

Revisions of Part II of the faculty handbook can occur only in accord with the procedures of Section 2.16. The provost is charged with keeping on file the official copy of the faculty handbook, including all revisions.

Should there be any misapplication or misinterpretation or violation of the specific provisions of this section by a chair, program director, dean, or other officer of the college [university], the faculty member involved in such a situation may informally refer such actions to the Faculty Handbook Committee or file a grievance under procedures found in Sections 2.15 and 4.1.

## 2.0.1 Nondiscrimination

It is the policy of the college [university], as articulated in the "Non-Discrimination and Harassment Policy" (Section 3.5.18), not to discriminate unlawfully against any employee or applicant for employment because of race, color, age, sexual orientation, marital status, sex, national origin, ancestry, religion, veteran's status, or physical impairment. The college [university] does, however, have a policy on preferential hiring and retention, as described in Section 2.3.3.

The policy of nondiscrimination includes, but is not limited to:

1. recruitment and employment of applicants who possess the necessary qualifications and/or experience for appointment to the faculty;
2. renewal of faculty contract, tenure, promotion, and separation from the college [university];
3. sabbatical leave or other leave with or without pay; faculty development programs, grants, awards sponsored by the college [university];
4. establishment of salary, benefits, workload, and other rights belonging to a faculty member.

Moreover, it is the policy of the college [university] that no employee shall discriminate against another employee on any of these grounds.

## 2.1 Faculty Rank

The faculty comprises all persons having contractual appointment for the instruction of students at the college [university]. It consists of two distinct groups: tenured or tenure-track faculty and term-appointment faculty. Faculty holding tenure-track (probationary) and tenured (continuous) contracts are subject to review as specified in 2.5. Faculty holding term appointments (non-tenure-track) receive term contracts (for a specified term, usually one academic year), and have more limited rights and responsibilities, as defined here (Sections 2.1.3 and 2.1.4) and concerning evaluation (Section 2.5.0.1) and separation (Section 2.13).

### 2.1.1 Definitions

It will be helpful to note the meaning of some phrases used throughout the following sections on specific ranks:

1. The phrase "professional equivalent" is intended to allow for the occasional possibility of a "nontraditional" appointment, namely that prominent persons without the appropriate terminal academic degrees in their discipline may nonetheless possess experience and professional recognition (e.g., in the creative arts, business, the medical community) that may in the judgment of the college [university] substitute for the usual academic degree. Such a possible substitution affords the flexible consideration of exceptional candidates without reducing appropriate standards for appointment.
2. "A graduate institution of recognized standing" means an institution accredited by one of the six regional accrediting associations in the United States (e.g., The Higher Learning Commission) or, for faculty members educated in other nations, a recognized university of international standing.
3. "An appropriate terminal degree" means a graduate degree from an institution of recognized standing, other than the earned doctorate, that is judged appropriate by college [university] policy for the faculty position to which an individual is appointed. The provost, in consultation with the dean of the faculty, the dean of curriculum and assessment and the department chair [and/or the dean of the School of Theology], makes the final decision concerning the appropriate terminal degrees for faculty positions.
4. The phrase "or its equivalent for reduced-load faculty" means that a requisite number of years of service (e.g., six years prior to tenure review) can be fulfilled over a longer period by a reduced-load faculty member (see Section 2.1.2.2) based on the arithmetic total of the various fractions of full-time service stipulated in that faculty member's contracts over that period.
5. Tenure and probation are defined in Sections 2.6.1 and 2.6.2.

### 2.1.2 Tenured/Tenure-track Faculty: Workload

A tenured/tenure-track faculty member is a full-time or reduced load employee of the college [university] who has been appointed to one of the four academic ranks: instructor, assistant professor, associate professor, or professor. Members of the tenured/tenure-track faculty receive continuous contracts (if tenured) or probationary contracts (if on tenure-track). See Section 2.6 for an explanation of tenure, probation, and the tenure-review process.

#### 2.1.2.1 Full-time Tenured/Tenure-Track Faculty

A full-time faculty member:

1. has full-time teaching duties or has teaching and other duties (e.g., chairing a department, counseling, research) equivalent to a full-time teaching load (see Section 2.10.3);
2. fulfills the other duties and responsibilities of a faculty member (see Section 2.10.3); and
3. holds academic rank as described in Section 2.1.2

#### 2.1.2.2 Reduced-load Tenured/Tenure-Track Faculty

Reduced-load faculty are those who are tenured/tenure-track, as defined in Section 2.1.1, and who hold an appointment which is less than full time but ordinarily half time or more. They may be employed on probationary or continuous contracts. Such reduced-load faculty have pro rata contractual rights to promotion, tenure, and sabbatical leave as provided in the faculty handbook. They are full voting members of the Faculty Assembly and have, on a reduced-load basis, responsibilities for advising, service on

committees, and all other responsibilities of full-time faculty members as detailed in the faculty handbook.

## 2.1.3 Tenured/Tenure-track Faculty: Criteria for Appointment

At the time of initial appointment of a full-time or reduced-load faculty member, the provost, in consultation with the dean of the faculty, and the dean of the School of Theology when appropriate, makes a judgment about rank for the initial contract using the criteria described below. Thereafter, changes in rank occur as described in Section 2.7. See Section 2.1.0 for the definitions of phrases used below

### 2.1.3.1 Instructor

Criteria for rank of instructor shall be:

1. possession of a master's degree from a graduate institution of recognized standing, or its professional equivalent;
2. either proven or presumptive potential to obtain an appropriate earned doctoral degree or appropriate terminal degree; and
3. either proven or presumptive potential to fulfill the duties and responsibilities of a faculty member.

This rank is not a permanent rank for full-time faculty.

### 2.1.3.2 Assistant Professor

Criteria for the rank of assistant professor shall be:

1. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing, or its professional equivalent;
2. evidence of or presumptive potential for teaching effectiveness;
3. evidence of or presumptive potential for scholarship in appropriate fields; and
4. evidence of or presumptive potential to fulfill the other duties and responsibilities of a faculty member.

This rank may be a permanent rank.

### 2.1.3.3 Associate Professor

Criteria for the rank of associate professor shall be:

1. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing, or its professional equivalent;
2. a minimum of six years (or its equivalent for reduced-load faculty) of ranked full-time teaching in a regionally accredited college or university;
3. evidence of sustained, noteworthy teaching effectiveness; and
4. evidence of noteworthy research, scholarship, creative or professional activities and/or service.

Ordinarily, promotion to the rank of associate professor is applied for and granted during the sixth year of service, as a part of review for and granting of tenure. This rank may be a permanent rank.

### 2.1.3.4 Professor

Criteria for the appointment to the rank of professor shall be:

1. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing or its professional equivalent;
2. minimum of 12 years of full-time ranked teaching in a regionally accredited college or university (or its equivalent), or a minimum of six years of full-time teaching at the rank of associate professor at the college [university];
3. evidence of strong performance at the level of associate professor of all faculty duties and responsibilities described in Section 2.5; and
4. evidence of excellence in teaching and in either scholarship/creative work or in service to the university.

This rank may be a permanent rank.

## 2.1.4 Term-appointment Faculty: Workload

Faculty members who hold term appointments (see Section 2.2.1.1 for a description of term contracts) may serve either part time or full time.

### 2.1.4.1 Part-time, Per-course Faculty

Part-time, per-course faculty teach less than full time and

1. usually have duties entailing only teaching and consultation with students as described in Section 2.10.3.2 (a, b, c, and h);
2. meet or exceed the criteria of the appropriate academic title defined in Section 2.1.4 below;
3. always receive a term contract (see Section 2.2.1.1);
4. receive fringe benefits only if their contract is for greater than three-sixths time; and
5. do not accumulate time toward tenure, promotion, or sabbatical leave.

Part-time, per-course faculty are expected to be available outside of class at least one-and-a-half hours per week for each course taught to consult with students regarding their course work.

### 2.1.4.2 Full-time Term-appointment Faculty

Although full-time faculty members are ordinarily either tenured or on tenure-track, special full-time appointments unrelated to tenure are sometimes appropriate for limited periods. See Section 2.2.1.1 for policies governing term contracts. Such faculty members

1. usually have duties and responsibilities similar to those of the tenured/tenure-track faculty;
2. meet or exceed the criteria of the appropriate academic title defined in Section 2.1.5 below;
3. always receive a term contract (see Section 2.2.1.1);
4. receive fringe benefits; and
5. do not accumulate time toward tenure, promotion, or sabbatical leave.

## 2.1.5 Term-appointment Faculty: Criteria for Appointment

Term-appointment faculty have the same academic freedom and responsibilities in the management of courses as tenured/tenure-track faculty. Although they are formally appointed by the president at the recommendation of the provost, arrangements for term-appointment faculty are ordinarily worked out between the chair and the dean of the faculty, and academic dean [and/or the dean of the School of Theology].

Term-appointment faculty do not accumulate time toward tenure, promotion, or sabbatical. Should a faculty member with a term appointment subsequently receive a probationary appointment, the length of the probationary period prior to tenure review is determined in accord with Section 2.3.6, "Initial Rank and Length of the Probationary Period."

### 2.1.5.1 Instructor

Instructors are hired on a greater than 3/6 term contract. An instructor should have at least a master's degree in the appropriate field, or its professional equivalent.

### 2.1.5.2 Visiting Professor by Rank

The title visiting professor is assigned to an individual with a terminal degree, hired for more than 3/6, on a term contract basis, at the appropriate rank (visiting assistant, visiting associate, or visiting full professor).

### 2.1.5.3 Adjunct Professor by Rank

A faculty member who holds a term appointment on a part-time basis (3/6 or less) will receive a contract as adjunct instructor, adjunct assistant professor, adjunct associate professor, or adjunct professor, depending on qualifications.

### 2.1.5.4 Post-Doctoral Fellow

This title is assigned to individuals who receive a fellowship which may include teaching and time allocated for research on a term-contract basis.

### 2.1.5.5 Artist or Writer or Scholar in Residence

This title is assigned to individuals who have demonstrated outstanding ability in performance in the creative arts (art, music, poetry, writing, and theater) or in scholarship and who are appointed to teach and/or pursue other duties at the college [university], ordinarily for a limited period of time on a term contract on either a part-time, per-course or full-time basis.

## 2.1.6 Special Rank Faculty

Such an appointment is made only after the president has consulted with the provost, the dean of the faculty, the dean of curriculum and assessment [the dean of the School of Theology], and the department chair and has issued a recommendation to the college's [university's] Board of Trustees. Special rank appointments carry with them no contractual workload obligations. (See Section 2.12.3 for status and privileges of retired faculty members.)

### 2.1.6.1 Trustees Professor

An appointment as Trustees professor recognizes a current faculty member extraordinarily distinguished in arts, education, or the professions. The special rank of Trustees professor is an honorary title and does not affect compensation arrangements. A Trustees professor might hold only this special rank and receive a part-time, per-course contract. A tenured full-time member of the faculty may

be appointed as Trustees professor without giving up any rights associated with his or her current rank, ordinarily that of professor.

### 2.1.6.2 Professor Emerita/us

This rank may be assigned to associate professors or professors who have limited or terminated their responsibilities as a faculty member for valid reasons (e.g., retirement, illness) after 15 or more years of distinguished and meritorious service to the college [university].

The title professor emerita/us is an honorary one and does not affect salary or fringe benefits that might be involved in any part-time, per-course contract between the individual and the college [university]. Appointees will have their names recorded at this rank in the catalog during the remainder of their lifetimes.

### 2.1.6.3 Professor Alumna/us

The honorary title of professor alumna/us may be assigned to a faculty member with 15 or more years of service at the college who is not given the title professor emerita/us and who voluntarily leaves employment with the college. Appointees will have their names recorded at this rank in the catalog during the remainder of their lifetimes.

## 2.1.7 Administrators with Faculty Status

Administrative officers (e.g., dean, provost, or president) do not receive faculty contracts but may hold faculty rank while they are in administrative positions. Those who teach while in administration at the college [university] have the same academic freedom and responsibilities in the management of courses as full-time tenured/tenure-track faculty. Administrative officers who hold tenured faculty rank have the right to retain tenure and rank following the completion of their administrative contract. Time in administrative positions ordinarily does not count toward promotion, tenure, or sabbatical leave, except in the case of a tenured/tenure-track faculty member who serves as an academic administrator for the full academic year and who also teaches one quarter time or more during that academic year.

## 2.2 Faculty Contracts

All faculty contracts include the policies and procedures governing faculty employment as described in Part II (Section 2.0 and subsections: "Contractual Policies and Procedures").

### 2.2.1 Types of Contracts

#### 2.2.1.1 Term Contracts

Term contracts are limited to the term of employment stated in the contract and carry no presumption of renewal. Term contracts do not lead to tenure. Should a faculty member with a term appointment subsequently receive a probationary appointment, the length of the probationary period prior to tenure review is determined in accord with Section 2.3.6, "Initial Rank and Length of the Probationary Period." Compensation and responsibilities are ordinarily worked out and agreed upon in writing between the appointee and the dean of the faculty, [and/or the dean of the School of Theology], in consultation with the department chair. See Sections 2.1.3 and 2.1.4 for a further description of term appointments.

Although a part-time, term-contract appointment might be appropriate for many years in succession, full-time faculty members are ordinarily either tenured (receiving a continuous contract; see Section 2.2.1.3 below) or on tenure-track (receiving a probationary contract; see Section 2.2.1.2

below). Full-time term contracts are routinely limited to no longer than three years.

In special circumstances (for example, for summer teaching), tenured/tenure-track faculty of the college [university] may receive term contracts in addition to their regular contracts.

Full-time, term-contract faculty will receive annual departmental reviews.

### 2.2.1.2 Probationary Contracts

Probationary contracts are given to tenure-track faculty members (see Section 2.1.1), and are renewable annually. (See Section 2.6.1 for the definition of probationary status.) Any decision by the college [university] not to reappoint a probationary faculty member must follow the procedures described in Section 2.13.3, "Non-reappointment of Probationary Faculty."

### 2.2.1.3 Continuous Contracts

Continuous contracts are given to faculty members who have been granted tenure. (See Section 2.6, "Tenure Policy and Procedures.") Continuous contracts are subject to the terms and conditions of employment that exist at the time of issuance of annual contracts (see Section 2.2.4) by the college [university] as described in Section 2.0. A faculty member with a continuous contract is entitled to annual contract renewal unless either the faculty member or the college [university] has terminated the contract in accord with the procedures of Section 2.13, "Separation."

## 2.2.2 Locus of Appointment

All faculty appointments by probationary or continuous contract have as their locus of appointment their academic department [and/or the School of Theology], as stated in their contract. Faculty members teaching in the general curriculum or other interdisciplinary programs shall have their locus of appointment in one of the academic departments. Faculty members with joint appointments shall have their locus of appointment in the administrative home department as identified in their memorandum of understanding.

## 2.2.3 The Contract Year

Ordinarily, the contract year for faculty members begins with the first day of the fall faculty workshop and ends with spring commencement and submission of final grades.

## 2.2.4 Issuance and Return of Contracts

Except for initial appointments or after third-year review (see Section 2.13.3.1) or in situations of financial emergency (see Section 2.13.5) or by mutual agreement of the Assembly and the president, all probationary and continuous contract offers for the subsequent academic year must be issued by the college [university] on or before April 1 and be signed and returned on or before April 15, or the first working day thereafter. (See section 4.1.3 for the definition of the term "working day".) If a contract offer is not accepted by April 15 (or by 15 days after the date of issuance of contracts, if that occurs after April 1) and if special arrangements have not been made with the provost by that date, the offer automatically expires.

These same policies ordinarily apply to the renewal of term contracts. When it is not possible to determine by March 1 whether the term position will be continued for the following year, the provost notifies the faculty member in writing of the date by which a decision will be made. The provost or dean of the faculty then either notifies the faculty member

of non-renewal in writing or issues the new contract by the date specified in the previous letter.

## 2.2.5 Special Note on Members from Religious Orders

The provisions of the faculty handbook apply equally to faculty members who are members of Saint Benedict's Monastery, Saint John's Abbey, or other religious orders, even though such faculty members are technically agents of their order rather than employees of the college [university].

# 2.3 Recruitment and Appointment

The quality of initial appointments is vital to the quality of teaching and scholarship to which the college [university] is committed. The following statements of policy for recruitment to the faculty are intended to aid department chairs, the provost, the dean of the faculty, the dean of curriculum and assessment and others who are involved in making initial appointments.

All new members of the faculty shall receive a link to the faculty handbook by the time of their initial contract offer. Part II of the faculty handbook exists as an integrated part of every contract, with the remaining parts helping to delineate many of the terms and conditions of faculty employment. New faculty members will be subject to all amendments to the faculty handbook, even those enacted subsequent to their signing a contract (see Section 2.16.6.c).

## 2.3.1 Authority to Hire

Sole authority to hire and retain faculty members is vested in the president. This authority is customarily exercised through the provost and the dean of the faculty, by procedures established to assure adequate consultation with the faculty and full compliance with human rights norms.

## 2.3.2 Nondiscrimination

Hiring will occur in accord with the standards for nondiscrimination described in Section 2.0.1.

## 2.3.3 Preferential Hiring and Retention

In [compliance with the University's bylaws and in] order to maintain the Benedictine character of the college [university], preference in hiring and retention is given to qualified applicants who are members of Saint Benedict's Monastery [Saint John's Abbey]. Procedures for such preferential hiring are found in Section 3.1; procedures for layoff, including preferential consideration of Benedictines, are found in Section 2.13.5.

The college [university] also reserves the right to recruit and hire internally without outside searches under special circumstances and in compliance with state and federal nondiscrimination laws. (See also Section 2.0.1, "Nondiscrimination.") The college [university] also recognizes the obligation to maintain its Catholic and ecumenical character and reserves the right to the extent permitted by law to strengthen that character in its hiring decisions.

## 2.3.4 Procedures for Recruitment

The recruitment of faculty members is the responsibility of the provost and dean of the faculty, and in consultation with the department chairs. Procedures for recruitment are found in Section 3.2.

## 2.3.5 Campus-specific Employment

Although faculty members work in departments jointly sponsored by the College of Saint Benedict and Saint John's University, unless otherwise

indicated in their contract, they are employees of only one institution and do not acquire the rights or privileges of employees of the other.

### 2.3.6 Initial Rank and Length of the Probationary Period

Initial rank and length of the probationary period shall be determined at the time of hiring in accord with Section 2.1. Provisions concerning tenure and the length of the probationary period in light of previous experience will be determined by the provost in accord with Sections 2.6.1 and 2.6.3. Even persons tenured elsewhere ordinarily receive probationary contracts at the time of initial appointment at the college [university]. In rare cases, tenure for candidates holding CSB [SJU] contracts may be granted immediately by the Executive Committee of the Board of Trustees of the college [university] after recommendation of the Rank and Tenure Committee, the provost, and the president.

Any agreement shortening the usual length of the probationary period (see Section 2.6.3, "Eligibility to Apply for Tenure") or specifying the terminal degree required for tenure (see Section 2.1.0.c, "An appropriate terminal degree") ordinarily will be stipulated in a letter of appointment, accompanying the issuance of a contract, from the dean of the faculty with a copy to the dean of curriculum and assessment, and department chair [and/or the dean of the School of Theology].

### 2.3.7 Summer-session Faculty [for the Saint John's University Handbook only]

Summer-session faculty are selected by the dean of the School of Theology in accordance with the needs of the university. Summer-session faculty are offered term contracts for the teaching of specific courses. See Section 2.1.4.1 for a description of part-time, per-course faculty.

When a regular member of the School of Theology faculty has accrued less than full-time service toward eligibility for tenure (see 2.6.2), sabbatical (see 2.9.2), or promotion (see 2.7) (e.g., due to monastic responsibilities), the university shall count regular graduate courses taught during the summer term toward eligibility. Teaching during the summer term may not be counted to shorten the usual eligibility periods.

## 2.4 Employment Records

The college [university] maintains employment records for each faculty member as required for the implementation of college [university] policies concerning faculty members. Such records are maintained with appropriate safeguards to ensure security and confidentiality.

### 2.4.1 Availability of Employment Records

The records concerning a faculty member are available on a need-to-know basis to the president, the provost, the dean of the faculty, the dean of curriculum and assessment, the college [university] counsel, and the Human Resources director. The faculty member, or someone authorized in writing by the faculty member, may have access to the non-confidential portions of such records. The faculty member may, for the cost of duplication, request that copies of any non-confidential materials in the file be provided by the college [university].

### 2.4.2 Mandated Release of Employment Records

Information in the file will be released pursuant to subpoena or in other circumstances where the college [university] is required by law to release the information. The faculty member will be informed by the college [university] about any such release of information.

## 2.5 Faculty Evaluation: Policy, Criteria, and Evidence

Faculty members are evaluated throughout their careers at the college [university]. They have the right to regular evaluation to identify their areas of excellence and to target areas where improvement is appropriate. Judgments concerning the quality of each faculty member's performance are necessary to make college [university] decisions with respect to the renewal of term appointments, the continuation of probationary appointments, as well as the granting of tenure, promotions, and sabbaticals. Although the criteria for evaluation address different aspects of professional life, faculty members are expected to meet these criteria within an integrated professional identity in which the values of teacher and learner are interwoven into ongoing career development.

### 2.5.0.1 Evaluations

Formal evaluations of tenured/tenure-track faculty are carried out by the Rank and Tenure Committee during the third year of full-time appointment, during the sixth year (resulting in a decision on the granting of tenure), and before promotion in rank. Procedures for these evaluations are described in Sections 2.6, "Tenure," and 2.7, "Promotion." Periodic review of tenured faculty occurs in accord with Section 2.8, "Post-tenure Review." Although tenured faculty are not formally evaluated annually, they should periodically consult with the department chair [and/or the dean of the School of Theology] concerning their programs of professional development. (See Section 2.9.1, "Planning for Professional Development.")

Department chairs [and the dean of the School of Theology] are expected to arrange annual evaluations of probationary members of their department in a detailed manner. For faculty with a joint appointment, the chair of the administrative home department initiates the review, but the chairs of both departments [and/or the dean of the School of Theology] complete separate annual evaluations, as well as a joint statement on how the memorandum of understanding is functioning. For all annual evaluations, the chair sends an evaluation to the dean of the faculty, with a copy to the candidate. The dean of the faculty and dean of curriculum and assessment may participate in this evaluation if appropriate and are responsible for ensuring that department chairs complete these reviews annually. The chair [and/or the dean of the School of Theology] is also responsible for arranging formative evaluation of term-appointment faculty yearly.

If desired, untenured faculty may seek out (for example, with the help of the department chair or the Center for Teaching and Learning) the participation of a non-departmental senior faculty member or outside consultant to be part of a formative evaluation process. This person would not later be part of any summative evaluation of the candidate unless the candidate requested his or her participation.

In order to gather student reaction and recommendations for improvement, faculty members must – at the frequency specified in Section 4.2.3.3 – conduct student course surveys at the end of their courses. Such student course surveys are the property of each faculty member as described in Section 4.2, but they must be submitted to the Rank and Tenure Committee at times of evaluation (Section 2.5.1.2).

### 2.5.1 Teaching Effectiveness

Excellence in teaching is the most important goal of a faculty member at the college [university]. In all applications for third-year review, tenure,

and promotion, teaching effectiveness must be addressed as the most important basis for seeking a positive review of the application.

Candidates must present evidence of effective teaching from any classes that they have taught, including department courses, department courses with general curriculum designation, general curriculum courses outside their department, and other courses outside their department, including programs abroad. (In semesters when emergency remote teaching is required, the dean of the faculty can determine that faculty have the option to not include the student course surveys as part of any review processes. In such circumstances, if a faculty member chooses not to include them as part of the review, the student course surveys shall not be used to evaluate faculty.) Although most teaching occurs in the context of a course, important teaching also occurs in moderating individual learning projects, honors theses, internships and in mentoring and/or apprenticeships. Consequently, a candidate may wish to include evidence related to these forms of teaching if appropriate.

### 2.5.1.1 Attributes and Qualifications

The attributes and qualifications to be considered and documented in assessing teaching effectiveness include, but are not necessarily limited to, the following:

1. command of one's field and its ongoing development as related to curricular needs;
2. ability to identify course-appropriate student learning goals;
3. integration of effective and inclusive pedagogies, practices, and course materials to promote student learning;
4. frequent use of student feedback to improve goals, pedagogies, and materials;
5. integration of college, university, and departmental goals and values into course goals and methods, as appropriate;
6. ability to help students relate one's discipline to other areas of knowledge and to the liberal arts tradition;
7. skill in communicating with students;
8. ability to provoke and broaden student interest in subject matter;
9. redesign of existing courses and development of new courses appropriate to the Academic Commitments to the Mission (Section 1.1.3) and goals of the college, university, and department; and
10. ongoing pattern of effort to improve teaching effectiveness.

### 2.5.1.2 The Teaching Portfolio

A faculty member demonstrates effectiveness by assembling and presenting a teaching portfolio. The portfolio contents will vary according to the faculty member's course, pedagogical approach and disciplinary practices, but must address the items listed above in 2.5.1. All teaching portfolios will include:

1. reflective statement describing personal teaching philosophy, strategies, and objectives; commitment to fostering diversity, equity, inclusion and justice in the classroom; as well as progress toward one's professional goals; and
2. the student course surveys, (considered by the Rank & Tenure Committee and by CSB/SJU Academic Affairs to be an indication of student experience rather than "evaluation" or "evidence"), and more importantly, the candidate's summaries and analysis of those surveys, and a description of any changes in one's courses as a response to student reaction.

Candidates must include additional evidence in the teaching portfolio as appropriate to their teaching and discipline, the specific form of which may include:

3. evaluation by department chair, [and/or the dean of the School of Theology,] and/or appropriate program directors;
4. evaluative statements from departmental/program colleagues;
5. review of course syllabi, course materials, and exams by peers inside or outside the two institutions;
6. continuing education in one's field or areas related to one's teaching responsibilities; and
7. participation in seminars, special courses, or workshops, whether sponsored by the college [university] or other organizations, on the development of teaching and learning skills.

## 2.5.2 Scholarship and Creative Work

The essential and constant element across disciplines and among the five criteria identified below is public accessibility for critique by one's professional peers. Creative work requires public presentation and availability to critique by professional peers. Scholarship must be presented publicly (whether orally or in print) where professional peers regularly engage each other's work.

Consequently, some evidence of scholarly engagement (e.g., attendance at professional meetings, scholarly writing not yet presented or published, the presentation of one's scholarship to civic or church groups, or professional consultation services not subject to outside review by professional peers) or of creative effort (e.g., a concert prepared for but not yet publicly performed, an art work created but not yet exhibited) demonstrates only the commendable first steps toward scholarship and creative work as described below. Such activities require the faculty member's scholarly knowledge and/or creative ability and are professionally stimulating in important ways. In and of themselves, however, these activities are at best preliminary evidence for scholarship and creative work in academe.

### 2.5.2.1 Departmental Scholarship Guidelines

The Rank and Tenure Committee must apply the evaluation criteria below to candidates from diverse departments. Consequently, departments shall develop, and periodically review departmental guidelines for evaluation that interpret from the perspective of a particular discipline the criteria and forms of evidence described below. Departmental guidelines shall be developed in consultation with the dean of the faculty and dean of curriculum and assessment [or the dean of the School of Theology] and shall be placed on file in the Office of Academic Affairs for advisory use by faculty evaluation committees. The guidelines shall also be communicated to new faculty members at the time of hiring and inform departmental discussions of candidates for third year review, tenure, and promotion. Faculty members shall consult these guidelines when drawing up their professional development plans. These departmental guidelines supplement but do not supersede the criteria and forms of evidence stipulated below.

### 2.5.2.2 Forms of Scholarship and Creative Work

Scholarly and creative work includes the following:

1. contribution to the advancement of knowledge and creativity related to one's disciplinary area(s);
2. contribution to the advancement of knowledge and creativity related to diversity, equity, inclusion, and justice;
3. integration and interpretation of disciplinary knowledge across fields of scholarship;

4. application of scholarly or artistic learning in actual settings to issues related to the human condition; and
5. innovative transformation of scholarly or artistic ways of knowing into student learning.

### 2.5.2.3 Evidence of Scholarly Excellence

Demonstration of scholarly excellence may include, but is not necessarily limited to, the following evidence:

1. publications subject to peer review;
2. slides, recordings, or portfolios of artistic works or performance;
3. other relevant publications;
4. presentations of scholarly and/or creative work at professional meetings;
5. on-campus presentations of scholarship and/or creative work;
6. evaluation by department chair, program director [and/or the dean of the School of Theology];
7. evaluative statements by professional peers; and
8. award of grants, patents, prizes, or commendations.

### 2.5.2.4 Scholarship in the School of Theology

Because of the particular importance of ongoing research to graduate teaching in particular, the assessment of excellence in scholarship for members of the School of Theology faculty is made in light of the expectation that at a minimum such faculty will also publish their work periodically in scholarly or professional journals and that they will be active in at least one professional society.

## 2.5.3 Advising

In this residential, liberal arts, college [university] established in the Benedictine tradition, faculty members should place a special significance on helping students to plan and integrate educational and career choices. In collaboration with the offices for academic advising, the residence hall staff, personal and career counseling services, and other college [university] student support offices, faculty members are expected to advise students concerning the following goals:

1. exploration of life goals;
2. development of an educational plan consistent with the accomplishment of education objectives appropriate to life and career goals;
3. selection of a major/minor;
4. selection and scheduling of classes, internship experiences, independent study, and course work abroad;
5. identification of and connection to other college [university] services appropriate to a student's needs and goals; and
6. reflective progress in an education plan toward identified life goals.
7. Identification and reflection upon their role as a member of an antiracist, multicultural, ad inclusive community.

Evidence of excellence in the performance of the faculty advising responsibilities includes, but is not limited to, the following:

1. self-evaluation;
2. student letters;
3. evaluation by department chair;
4. evaluation by colleagues, if any, who have directly observed the candidate's advising;
5. contribution to group advising events;

6. participation in workshops and training sessions designed to improve advising skills [e.g. antiracist multicultural training]; and
7. evaluations by alumnae and alumni.

## 2.5.4 Service

Faculty members are expected to contribute to the governance, operational, and community concerns of their departments and the college [university]. Specific activities will vary, but faculty service will ordinarily:

1. contribute to the college [university] commitment to community and the common good;
2. call upon the faculty member's academic or professional expertise; and/or
3. promote inclusivity, equity, and justice in the institutions, among our students, in the profession, and in the community.

### 2.5.4.1 Service to the College [University]

Each faculty member's obligation to participate in governance and in other forms of service to the college [university] is rooted most fundamentally in the faculty's joint responsibility for the academic programs of the college [university] and for the common good essential to their vitality. Each faculty member must contribute to the success and continual improvement of their department and/or program. Faculty members are not expected to serve on a college [university] standing or *ad hoc* committee before the year in which they apply for third-year review.

Service to the college [university] may include, but is not necessarily limited to, the following:

1. ongoing service on departmental [and/or School of Theology] committees, effective participation in meetings and in decision-making, curriculum development, and assessment processes of the department;
2. effective participation in faculty assemblies, on college [university] standing committees, and on other faculty committees (e.g., for planning, assessment, accreditation);
3. leadership roles in governance, faculty development, curriculum design, and/or other activities of the college [university];
4. service as chair of a department, a division, or a committee;
5. service as director of a program; leader in other faculty, professional or college [university] programs or associations;
6. representation of one or both institutions to the local, regional, national, or international community and/or
7. contribution to activities that support an inclusive, equitable, and just working and learning community (e.g., attending or leading workshops or trainings; participating in conversations, planning, or activities that strive to make our institutions int antiracist and multicultural communities).

Demonstration of service contributions to the college [university] must include, but is not necessarily limited to, the following types of evidence:

1. self-evaluation of activities and their relationship to one's professional identity;
2. evaluations by department chair [and/or the dean of the School of Theology], appropriate program directors, and/or other appropriate colleagues and administrators (e.g., committee chairs);
3. work products or summaries of work completed.

#### 2.5.4.2 Service to the Students

Faculty members are encouraged to provide other service to students, which may include, but is not necessarily limited to, the following:

1. serving as advisor to a student organization;
2. participating in mentorship programs that serve students from underrepresented groups;
3. serving as moderator or facilitator of student activities;
4. planning and/or participating in co-curricular enrichment activities; and/or
5. serving as faculty resident.

Evidence of effectiveness in service to students may include, but is not necessarily limited to, the following:

1. self-evaluation of the contribution by the faculty member;
2. evaluations from students; and/or
3. evaluations by the department chair [and/or the dean of the School of Theology] and/or program director(s).

#### 2.5.4.3 Service to the Profession

Faculty members are encouraged to support professional organizations appropriate to their profession and/or discipline. Service activities in support of the profession include, but are not necessarily limited to, the following:

1. leadership positions in professional organizations;
2. service on a professional editorial board; and/or
3. other service to professional organizations.

Evidence of service to the profession/discipline may include, but is not necessarily limited to, the following:

1. self-evaluation of activities and/or
2. evaluation statements from professional peers.

#### 2.5.4.4 Professional Service to the Community

Faculty members are encouraged to provide to the general community service related to their professional expertise. Professional service to the community may include, but is not necessarily limited to, the following:

1. appointment in a professional capacity to a state, regional, or national post; and/or
2. professional service as a consultant or resource person to a nonprofit organization or community group.

Evidence of professional service contributions may include, but is not necessarily limited to, the following:

1. self-evaluation of activities and their relationship to professional identity;
2. evaluations by leaders or representatives of community groups;
3. awards and recognition; and/or
4. summaries or examples of service or work done.

#### 2.5.4.5 Other Public Service

Faculty members often provide service to the community in activities unrelated to professional or academic expertise. Although not as important for professional evaluation as other criteria listed in Section 2.5, such community participation is a real contribution to society and a part of the missions of the college and university. Such activities may include, but are not necessarily limited to, the following:

1. leadership position or other public service in church or community activities or organizations.

Documentation of such public service may include, but is not necessarily limited to, the following:

1. self-evaluation and/or
2. awards or recognition.

### 2.5.5 Professional Identity

The professional life of a faculty member should be more than a series of unrelated activities. Ideally each faculty member has and continues to develop a professional identity that integrates the activities of teaching, advising, scholarship/creative work, and service with the individual's personal qualities, personal professional goals, and the missions of the college and university.

#### 2.5.5.1 Personal Qualities

The strength of the college [university] depends in large measure on the character of its faculty. Faculty members are expected to demonstrate the following qualities:

1. love of learning and the free interchange of ideas;
2. personal integrity;
3. personal and social maturity; and
4. respect for colleagues, students, and other members of the college and the university communities.

Demonstration of personal qualities may include, but is not necessarily limited to, the following:

1. self-evaluation; and
2. evaluations by colleagues, students, or other members of the college [university] communities.

#### 2.5.5.2 Professional Development

Commitment to lifelong learning and growth should be important to faculty members and to students in the liberal arts and the Benedictine tradition. Faculty members are expected to engage in planning for and documenting the ongoing development of their professional skills and performance in all of the major areas identified in Section 2.5. Professional development plans must demonstrate how the individual's development is related to the needs of the department, the college [university], and/or one's profession. (See Section 2.9, "Faculty Development," for policies and procedures for professional development.)

Criteria for professional development include, but are not necessarily limited to, the following:

1. reflection on roles and responsibilities in the department [and/or the School of Theology] and the college [university];
2. reflection on roles and responsibilities in an antiracist, multicultural, and inclusive community in the department [and/or the School of Theology] and the college [university];
3. identification of goals targeted for professional growth during the next three to five years; and
4. frequent engagement in activities appropriate to the achievement of goals targeted.

Evidence of excellence in professional development includes, but is not necessarily limited to, the following:

1. self-evaluation of areas previously targeted for professional growth and the results achieved to date;
2. an up-to-date program for professional development; and
3. evaluation by department chair [and/or the dean of the School of Theology] of the faculty member's development and the value to the department of the faculty member's progress achieved and planned.

### 2.5.5.3 Support of the Missions of the College and University

The college [university], in close cooperation with Saint John's University [the College of Saint Benedict], seeks to provide a residential liberal arts education in the Catholic tradition within the context of the Benedictine values of its sponsoring monastery. It is expected that all faculty members will contribute to the Academic Commitment to the Missions as well as to the missions of the college and university (Section 1.1 and the Academic Catalog).

Each candidate is expected to include a statement describing ways in which the different aspects of his or her professional life (see Section 2.5) as a faculty member of the college [university] contribute to intellectual life and learning and other aspects of the missions of the college and university and the Academic Commitments to the Missions.

*[A 3-line paragraph giving advice to those writing colleague letters has been moved from this location to Section 5.6.5.2.2 Evaluation by Department Members.]*

The college [university] welcomes into the academic community scholars from different cultural and religious backgrounds whose varied personal experiences and perspectives enrich intellectual and religious dialogue and who believe that scholarly pursuits should be undertaken with full confidence that knowledge and truth will not be diminished by rigorous examination of all points of view. Given this diversity of origin and the wide variety of academic pursuits in which the faculty engage, it is recognized that the extent to which Christian, Catholic and Benedictine values will affect each faculty member will vary and that faculty members may contribute in many different ways to the overall mission of the college and university. Respect for the missions of the college and university and the Academic Commitments to the Missions does not impinge on academic freedom (see Section 2.10.1). The college [university] is deeply respectful of the privacy of the individual conscience in matters of religion, so a specific response to the religious aspects of the missions is not required.

## 2.6 Tenure Policy and Procedures

The college [university] recognizes the value of tenure as promoting not only academic freedom but also the stability, in a Benedictine sense, of the college [university] as a community of teachers and scholars dedicated to these ideals. Because of the long-term consequences of the granting of tenure, the probationary review processes are carefully structured to assist in the development of each candidate for tenure as well as to allow for a careful evaluation of every candidate. Although the review for tenure focuses most directly on the qualifications of the candidate, other considerations enter into every individual decision to confer tenure, including the particular needs within a department and the financial resources of the college [university]. A decision not to grant tenure does not, therefore, necessarily reflect an unfavorable judgment of the candidate.

Tenure for candidates holding CSB [SJU] contracts is granted by the Executive Committee of the Board of Trustees of the college

[university] on the recommendation of the president, who is guided by the recommendations of the Rank and Tenure Committee and the provost.

### 2.6.1 Definition of Probationary Status

Ordinarily, tenure is granted only after a probationary period of teaching at the college [university]. The probationary period gives individuals time to improve their performance and to demonstrate their abilities. It also gives colleagues the time to observe and evaluate them on the basis of performance in faculty positions. During the probationary period, a faculty member has the same academic freedom as a tenured faculty member.

The probationary period begins with an appointment as a full-time or reduced-load tenured/tenure-tracked faculty member (see Section 2.1.1) at the rank of instructor or higher, and ordinarily shall not exceed six full academic years of service (or its equivalent for reduced-load appointments) at the college [university]. If newly hired faculty members are given credit for previous teaching experience (shortening the length of the probationary period), this information ordinarily will be stated in writing in the initial contract, in accord with Section 2.3.6. Candidates who apply for third year review with fewer than two years of probationary status at the college [university], and/or promotion and/or tenure with fewer than six years of probationary status at the college [university], may choose the evidence they provide from former institutions (recognizing that the procedures, standards, and criteria can vary at other institutions). Candidates arriving with previous experience as a faculty member at another accredited higher education institution can choose to include evidence of accomplishments from the prior six years, including material produced while at another institution.

The decision on reappointment or non-reappointment of probationary faculty members is made annually by the president, employing the recommendation of the provost and the results of the annual evaluation by the department chair in consultation with the dean of the faculty and dean of curriculum and assessment [and/or by dean of the School of Theology]. (See Section 2.5.0.1 for a further description of the annual review process.) Non-reappointment of a probationary faculty member can occur only in accordance with the provisions of Section 2.13 (see especially Section 2.13.3, "Non-reappointment of Probationary Faculty") and cannot be based on reasons which involve a violation of academic freedom or the college's [university's] policy on nondiscrimination (see Section 2.0.1).

### 2.6.2 Definition of Tenure

Conferral of tenure means that a faculty member is entitled to annual contract renewal unless either the faculty member or the college [university] terminates the contractual relationship in accord with the procedures of Section 2.13, "Separation."

### 2.6.3 Eligibility to Apply for Tenure

The qualifications necessary to be considered for tenure include:

1. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing, or its professional equivalent, as described in Section 2.1.1;
2. the rank of assistant professor; and
3. the expected completion of six years of full-time probationary service (or its equivalent for reduced-load faculty) by the end of the academic year in which application for tenure is made. Time on leaves will count toward tenure only if the faculty member and the college [university] agree to this in writing at the time the leave is granted.

(For definition and procedures for leaves, see Sections 2.9.3, "Other Professional Leaves," and 2.11, "Nonprofessional Leaves.")

In rare cases, the provost may recognize extraordinary circumstances or performance by authorizing a review for tenure prior to the usual deadline on the recommendation of or in consultation with the department chair [the dean of the School of Theology] and the dean of the faculty, and dean of curriculum and assessment. Such a candidate for tenure must nonetheless meet the usual deadlines described in Section 2.6.4.b and c.

## 2.6.4 Application Notice, Deadlines, and Stopping the Clock for Third-year Review and/or Tenure

Each spring the Office of Academic Affairs will prepare and send to all current faculty a list of all faculty members who, according to college [university] records, will be eligible for third- or sixth-year review during the following academic year and who are thus expected to apply for formal review. Any faculty member who believes that he or she has been mistakenly omitted from or included in the list must promptly make this known directly to the dean of the faculty who oversees this process. Any disputes over eligibility will be resolved by the provost.

Also during the spring term, the Rank and Tenure Committee notifies the faculty of guidelines, procedures, and deadlines applicable for reviews in the following academic year. It is the responsibility of each candidate to meet all deadlines:

1. A faculty member intending to submit a file for review at the third or sixth year must inform the Rank and Tenure Committee of that intention by the deadline announced by the committee, a date prior to the deadline for submission of the file.
2. A file of appropriate materials (as established by departmental policy) must be submitted to the department chair [and/or the dean of the School of Theology] for review by departmental colleagues (see Section 2.6.5.2.2 below) by the deadline set by the chair [and/or the dean of the School of Theology].
3. The complete file (File A, described in Section 2.6.5.2 below) must be submitted by the deadline set by the Rank and Tenure Committee. The file is presented to the secretary to the dean of the faculty who is responsible for transmitting the file to the committee.

### 2.6.4.1 Extensions of probationary period (stopping the clock) for third-year review and/or tenure

For a tenure-track faculty member, the clock for third-year review and/or tenure may be stopped one time, for one academic year, in the event of the birth of a child, the adoption of a child, or the illness of an immediate family member (spouse, child, parent, parent-in-law, or domestic partner). In addition, when faced with other extraordinary adverse circumstances, a tenure-track faculty member may submit to the dean of the faculty a request for a one-year extension of the probationary period. Such requests are limited to cases in which there have been reasons beyond the faculty members control resulting in being deprived of the ability and potential to fulfill the criteria in section 2.5. The request should include a detailed description of the circumstances thought to warrant such an exception, including necessary documentation (such as medical certification in cases of prolonged illness during the probationary period). Faculty who want to extend the probationary period must consult with their department chair [and/or the dean of the School of Theology] about timing of the stoppage.

A tenure-track faculty member who wants to extend the probationary period must provide written notification of his or her intent to do so. Written notification must be presented to the dean of the faculty and to

the department chair. Notification can be presented any time during the probationary period, with the following exception: if notification is given in the calendar year when third-year or tenure files are to be submitted, then it must be given by May 1 at the latest. The period in which the clock is stopped is ordinarily the academic year after notification; proposals for retroactive stoppages must be approved by the dean of the faculty. Proposals for extensions of the probationary period are reviewed by the dean of the faculty and the provost and approved by the president.

During the period that the clock is stopped, the faculty will continue to teach a regular teaching load, to advise students, and to engage in ordinary departmental service, but will be free of obligations for other forms of service and for research. Pursuant to section 2.5.0.1 of the faculty handbook, faculty who stop the clock must continue to collect student course opinion surveys for the courses that they teach. In semesters when emergency remote teaching is required, the dean of the faculty can determine that faculty have the option to not include the student course surveys as part of review processes. In such circumstances, if a faculty member chooses not to include them as part of the review, the student course surveys shall not be used to evaluate faculty.

In the event that two tenure-track faculty members are married or partnered, the right to stop the clock will apply to both.

Extensions of the probationary period do not exclude or preclude other faculty options such as parental leave or an unpaid leave of absence.

Finally, third-year-review and tenure candidates who receive extensions will be evaluated by the same standards as candidates who do not receive extensions.

## 2.6.5 Procedures for Third-year and Tenure Review

It is the responsibility of the Rank and Tenure Committee to conduct a formal review of probationary faculty members, in their third and sixth year of probationary status at the college [university], or upon request by the provost, as described in Section 2.6.3.

### 2.6.5.1 Simultaneous Application for Tenure and Promotion

All candidates applying for tenure is simultaneously applying for promotion to the rank of associate professor unless they have already achieved that rank. The committee will use the materials for the tenure review as the basis for its recommendation concerning promotion.

### 2.6.5.2 Third-year and Tenure-review Files

Faculty members are reviewed during their third and sixth years (as described in Section 2.6.3) by the Rank and Tenure Committee based on the evaluation criteria listed in Section 2.5 and the committee's examination of the evidence contained in two review files for each faculty member reviewed. The tenure review may consider materials resubmitted by the candidate from the third-year review file.

File A: Professional portfolio of materials prepared by the faculty member. This file must contain:

1. current *curriculum vitae*;
2. a self-evaluative essay describing personal philosophy, strategies, and objectives concerning the criteria of Section 2.5.1.1;
3. evidence of teaching effectiveness: the teaching portfolio, as described in Section 2.5.1.2;
4. a current program of professional development (see Section 2.9.1) (including any earlier programs and an account of progress made on earlier goals);

5. letters of recommendation;
6. any earlier annual evaluations by the department chair [and/or the dean of the School of Theology], and, for sixth-year review, the letter of evaluation from the Rank and Tenure Committee at the third-year review;
7. the letter of initial appointment, if it included any agreements pertinent to tenure review (see Section 2.3.6); and
8. the memorandum of understanding, in those instances where a faculty member has a joint appointment, if it included any agreements pertinent to tenure review; and
9. other specific evidence that the candidate has met the various criteria listed in Section 2.5.

No material may be placed in File A without the faculty member's knowledge. It is the right and responsibility of the faculty member to make sure that this review file is complete. The candidate may add no materials to the file after the deadline.

File B: Materials solicited by the Rank and Tenure Committee. As described below in more detail, it is the responsibility of the Rank and Tenure Committee to solicit:

1. evaluations of the candidate from the appropriate chair(s) [and/or dean of the School of Theology] (see Section 2.6.5.2.1). For faculty members with joint appointments, the department chairs [and/or dean of the School of Theology] in addition to their individual chairs' letters, will submit a joint chairs letter addressing the function and status of the memorandum of understanding.
2. departmental letter summarizing the departmental meeting (see Section 2.6.5.2.1) For faculty members with joint appointments, each department [and/or School of Theology] will hold separate department meetings and submit a separate departmental letter.
3. evaluations from the other members of the candidate's department [and/or the School of Theology] (see Sections 2.6.5.2.2). For faculty members with joint appointments, evaluations from the other members of both of the candidate's departments [and/or the School of Theology]; and
4. any items identified in Section 2.6.5.2.f above that may be in the candidate's file located in the Office of Academic Affairs, but which were not submitted by the candidate;

No unsolicited materials will be accepted for File B, and materials in File B will be unavailable to the candidate, with the exception of the chair's letter and the departmental letter, which must be shared with the candidate as described in 2.6.5.2.1. For faculty members with joint appointments, both chairs' letters and both department letters must be shared with the candidate as described in 2.6.5.2.1.

At no time during the review process will the material in these two review files be available to anyone other than the members of the Rank and Tenure Committee [the dean of the School of Theology if appropriate], the dean of the faculty, the academic dean, the provost, the president, legal counsel, or, for those holding CSB [SJU] contracts, the Executive Committee of the Board of the college [university]. Upon completion of the review process, the review files will be closed.

Materials of a personal nature provided by the candidate (for example, manuscripts, reprints) are to be returned to the candidate.

Other material and all of the material solicited for File B will remain in a closed file in the Office of Academic Affairs. Where appropriate, these materials may be considered in subsequent formal reviews of the faculty

member by the Rank and Tenure Committee. The materials in the files are not to be used for any other purpose, except as may be required by law.

#### **2.6.5.2.1 Evaluation by the Department [and/or School of Theology] and Department Chair [and/or the Dean of the School of Theology]**

It is the responsibility of the appropriate department chair(s) [and/or the dean of the School of Theology] to submit to the Rank and Tenure Committee a letter of evaluations for each candidate scheduled for formal review from their area. These evaluations must address the degree to which the candidate meets the evaluation criteria of Section 2.5. They must also evaluate the candidate in light of the educational needs of the department or program in both the near and long-term future. They must specifically include a judgment concerning the candidate's eligibility for tenure (Section 2.6.3) as well as a projection of departmental faculty needs over the next three to five years (developed in conjunction with the dean of the faculty, especially as these projections relate to the qualifications of the candidate for tenure. If the department has developed guidelines for evaluation of scholarship, (as described in Section 2.5.2.1) the chair will append a copy for the use of the committee.

Ordinarily, no probationary member of the faculty should serve as department chair. In the event that a department chair is scheduled for a third-year or tenure review, the dean of the faculty, and dean of curriculum and assessment, in consultation with senior members of the department, will designate someone to prepare the evaluation.

In addition to the chair's letter described above, a departmental letter will be composed as follows: The department chair [and/or dean of the School of Theology] will schedule a meeting of all tenured, tenure-track and full-time term contract members of the department [School] for the purpose of evaluating a candidate using the criteria set forth in section 2.5. Tenured members not on sabbatical, leave or external appointment (e.g. study abroad) are required to attend. Tenure track and full-time term contract members are invited, but not required to attend. (See also section 2.6.5.2.2). In reviews involving faculty members with joint appointments, each department [and/or the School of Theology] will schedule separate meetings or the purpose of evaluating the candidate.

One person chosen by those present at the meeting will act as the secretary at the meeting. Ordinarily, the department chair cannot serve as secretary; however, if no non-chair tenured member of the department is available or present to serve as secretary, the chair (or chair-designate) will serve as secretary. The secretary will draft a departmental letter preserving the anonymity of persons making comments. This letter will be circulated among those who attended the meeting. If a department member feels that his/her comments are not accurately represented, that member and the secretary will work together to resolve the discrepancy. After the final draft has been distributed, all faculty members in the department who attended the meeting will indicate their agreement with the accuracy of the letter's representation of the department meeting by signing it. Tenured members who are not present at the meeting because of sabbatical, leave, study abroad appointment or for other reasons have the right to review the letter but do not sign it.

The candidate will have the opportunity to respond to the contents of the chair's letter as well as the departmental letter. In reviews involving faculty members with joint appointments. The candidate will have the opportunity to respond to the contents of both chairs' letters as well as both departmental letters. The chair(s) delivers both letters of evaluation to the candidate at least one week prior to the deadline for the candidate's submission of the review file, to allow the candidate time to respond. Should either of these letters be late, the candidate must still submit the file by the usual deadline but will have the option

of submitting an additional written response to a tardy letter by a later deadline, to be set by the chair of the Rank and Tenure Committee upon request from the candidate.

### 2.6.5.2.2 Evaluation by Department Members

At both third-year and sixth-year review, the Rank and Tenure Committee solicits an evaluation of each candidate from all tenured, tenure track and full-time term members of that person's department(s) [and/or the School of Theology]. Departments may establish policies for this review process, but in any case, the department chair(s) [and/or the dean of the School of Theology] should arrange with the candidate a date for making appropriate materials available for review by department members.

It is the responsibility of every tenured member of the department conscientiously to submit to the committee a signed evaluation of the candidate for inclusion in File B by the deadline. The chair, as a member of the department, may submit a separate letter to File B but is not required to do so. However, in light of the candidate's responsibility to submit in File A sufficient evidence to warrant positive action by the committee, any departmental colleague may choose to have the candidate include in File A his or her signed evaluation. Any non-tenured member who wished not to submit a written evaluation may abstain. In the spirit of open dialogue, faculty members are encouraged to share their written evaluations with the candidate, but only the chair is required to do so.

Faculty colleagues writing letters of evaluation are encouraged to address the candidate's respect for missions of the college and university and the Academic Commitments to the Missions.

[This paragraph has been moved here from Section 2.5.5.3 Support for the Missions because it is advice for the colleague's letter.]

### 2.6.5.3 Committee Deliberation for Third-year and Tenure Review

After the review files have been completed, the Rank and Tenure Committee will conduct its review.

1. The committee will examine file materials and determine the degree to which each candidate has successfully met the various criteria.
2. The committee may send clarifying questions in writing to the appropriate departmental chair [and the dean of the faculty [and/or dean of the School of Theology] and/or to the dean of the faculty [and/or dean of the School of Theology] for each faculty member being reviewed. If additional information about the candidate's performance is obtained, the candidate will be invited to respond.
  - a. Chairs [and/or dean of the School of Theology] respond to the questions in writing. These responses to the questions will become part of the confidential minutes of the committee. After receiving the chair's (and/or dean of the School of Theology) written responses, the committee may also solicit a meeting with the chair [and/or dean of the School of Theology], if needed.
  - b. The dean of the faculty will respond orally to the committee's questions
  - c. Any additional new information obtained in response to the committee's questions will be shared with the candidate, who will be invited to respond in writing, which will also become part of the confidential minutes.
  - d. The committee also has the right to consult additional experts, either from within or outside of the college [university] (e.g., program directors) for clarifications about matters of fact which might aid them in their evaluation. If additional information about the candidate's performance is obtained, the candidate will be invited to respond.

### 2.6.5.4 Action on Third-year Review

1. After completion of its review, the committee will come to its decision and submit to the candidate and the provost an evaluation of the candidate, a recommendation of either a probationary or a terminal contact for the following year, and, in the case of an endorsement of continued probationary status, the committee's recommendations for improvement prior to the tenure review. A copy of this evaluation, with recommendations, is also sent to the department chair [and/or the dean of the School of Theology], the dean of the faculty, and dean of curriculum and assessment.
2. The provost then transmits the recommendation of the committee to the president along with the provost's own evaluation and recommendation for continuation or termination of the candidate's probationary contract. The provost sends a copy of the evaluation and recommendation to the candidate, department chair, [and/or dean of the School of Theology], dean of the faculty, dean of curriculum and assessment, and the chair of the Rank and Tenure Committee.
3. The president makes the final decision. Any decision to end a probationary appointment as an outcome of this review process must follow the procedures in Section 2.13.3, "Non-reappointment of Probationary Faculty."

The provost notifies the candidate of the president's decision on or before May 1. A copy of the formal notification is also sent to the department chair [and/or the dean of the School of Theology], Human Resources, the dean of the faculty, the dean of curriculum and assessment and the chair of the Rank and Tenure Committee.

### 2.6.5.4.1 Meeting with the Candidate

On completion of its review, the committee schedules a mandatory meeting among one of its members, the candidate, the dean of the faculty [the dean of the School of Theology as appropriate], and the department chair to clarify for the candidate its evaluation and, for those candidates endorsed for continuation toward tenure, the committee's expectation prior to sixth-year review. If new or clarifying information is discussed during the meeting the candidate may submit a written response to the meeting regarding this new information. The candidate's response will be reviewed and signed by the dean of the faculty acting as ex-officio member of the committee. This signed response will be an addendum to the third-year review letter and included in the tenure file.

### 2.6.5.5 Action on Tenure Review

1. After completion of its review, the committee will come to its decision and submit to the candidate and the provost an evaluation of the candidate and a recommendation either for or against the granting of tenure. A copy of this evaluation, with recommendations, is also sent to the department chair [and/or the dean of the School of Theology] and the dean of the faculty and dean of curriculum and assessment.
2. The provost transmits to the president the committee's recommendation along with the provost's own evaluation and recommendation. The provost sends a copy of the evaluation and recommendation to the candidate, department chair, [and/or dean of the School of Theology], Human Resources, the dean of the faculty, the dean of curriculum and assessment, and chair of the Rank and Tenure Committee.
3. The president reviews these materials and then forwards the file and the recommendations of the committee and the provost, along with the president's own recommendation, to the college's Executive Committee of the Board of Trustees for the final decision in the case

of candidates holding CSB contracts and to the university's Board of Trustees, in the case of candidates holding SJU contracts. Any decision to end a probationary appointment as an outcome of this review process must follow the procedures in Section 2.13.3, "Non-reappointment of Probationary Faculty." The president will notify the candidate and the department chair in writing whether his or her recommendation to the Executive Committee was positive or negative and, in the case of a negative recommendation, will indicate the grounds on which the recommendation was made.

4. The provost informs the candidate of the Board's decision as soon as possible.
5. A copy of the formal notification is also sent to the department chair [and/or the dean of the School of Theology] and the dean of the faculty, and dean of curriculum and assessment.

## 2.7 Promotion Policies and Procedures

The college [university] seeks to sustain and improve its academic quality by maintaining and improving the quality of the faculty. Promotion in academic rank assists in this process by encouraging, recognizing, and rewarding faculty members for excellent performance of their roles and responsibilities.

Faculty members are promoted on the basis of the fulfillment of the criteria discussed in this section, in Section 2.1.3, "Tenured/Tenure-track Faculty: Criteria for Appointment," and in Section 2.5, "Faculty Evaluation: Policy, Criteria, and Evidence." The criteria in Section 2.5 are applied more rigorously as rank advances.

### 2.7.1 Eligibility to Apply for Promotion

Individual faculty members are eligible to apply for advancement in rank only if they expect to complete the minimum length of full-time service in current rank by the end of the academic year in which application for promotion is made. In addition, applicants for promotion to the rank of associate professor must already have tenure or must be simultaneously applying for tenure and promotion.

In rare cases, the provost, in consultation with the dean of the faculty and dean of curriculum and assessment and the department chair [and/or the dean of the School of Theology], may recognize extraordinary circumstances or performance by authorizing a review for promotion prior to the usual deadline.

Sabbatical leaves and leaves with pay count toward the satisfaction of years in rank needed for eligibility to apply for promotion. Leaves without pay do not count toward promotion unless the faculty member and the college [university] agree in writing to the contrary at the time the leave is granted. (For initial appointment at the rank of associate professor or professor, see Sections 2.1.3 and 2.3.6.)

### 2.7.2 Procedures for Promotion Review

Formal reviews of all faculty members who apply for promotion in rank are conducted by the Rank and Tenure Committee.

#### 2.7.2.1 Deadlines

The responsibility for applying for promotion in rank rests with the individual faculty member. The Rank and Tenure Committee issues specific deadlines and procedures for implementing the faculty handbook provisions.

1. A faculty member applying for promotion in rank must inform the Rank and Tenure Committee of his or her intention to apply by the notification deadline announced by the committee.

2. Application materials must be complete and on file in the office of the dean of the faculty no later than the application deadline announced by the committee.

#### 2.7.2.2 Simultaneous Application for Tenure and Promotion

If the candidate for promotion is simultaneously applying for tenure and promotion to the rank of associate professor, the committee will use the materials for the tenure review as the basis for its recommendation concerning promotion. Candidates should, therefore, take care in their application materials to request both tenure and promotion and to provide ample evidence for advancement in rank as well as for the granting of tenure.

#### 2.7.2.3 Promotion-review Files

The burden of proof to warrant promotion in rank rests with the individual faculty member and must be provided in the promotion file. Criteria for appointment to each rank are stipulated in Section 2.1.3. Evaluation criteria and forms of evidence are described in Section 2.5. Candidates should consult guidelines issued by the committee as they prepare their application for review. Materials considered in the candidate's promotion review may include materials from the last six years or the time since tenure review, whichever is longer.

The Rank and Tenure Committee will apply the criteria to the evidence contained in two review files for each candidate reviewed.

File A: The candidate prepares a promotion-review file that must contain:

1. a current *curriculum vitae*;
2. a self-evaluative essay that includes a reflective statement describing personal teaching philosophy, strategies and objectives;
3. evidence of teaching effectiveness: the teaching portfolio, as described in Section 2.5.1.2;
4. a current program of professional development (see Section 2.9.1) (including one or two earlier programs and a description of progress made on earlier goals);
5. letters of recommendation solicited by the candidate from peers familiar with the candidate's performance; such letters may come from within and/or outside the college [university]; note that department members are required to submit letters to File B, below; and
6. The memorandum of understanding, in those instances where a faculty member has a joint appointment, if it included any agreements pertinent to promotion review; and
7. any other evidence that the candidate has met the various criteria necessary for the promotion being requested.

No material may be placed in File A without the faculty member's knowledge. It is the responsibility of the faculty member to make sure that this review file is complete. The candidate may add no materials to File A after the deadline.

In the event that a department chair is applying for promotion, the dean of the faculty, in consultation with the senior members of the department, will designate someone to prepare the departmental evaluation.

File B: Materials solicited by the Rank and Tenure Committee as described below:

The Rank and Tenure Committee solicits an evaluation of each candidate from all members of that person's department(s) [and/or the School of Theology].

1. a letter of evaluation from the appropriate department chair(s) [and/or the dean of the School of Theology]. The candidate will have the opportunity to respond to the contents of the letter(s) as described in the last paragraph of section 2.6.5.2.1. For faculty members with joint appointments, the department chairs [and/or School of Theology] in addition to their individual chairs' letters, will submit a joint chairs' letter addressing the function and status of the memorandum of understanding.
2. a departmental letter composed as follows: The department chair [and/or dean of the School of Theology] will schedule a meeting of all tenured, tenure track and full-time term contract members of the department [School] for the purpose of evaluating a candidate using the criteria set forth in section 2.5. Tenured members not on sabbatical, leave or external appointment (e.g. study abroad) are required to attend. Tenure track and full-time term contract members are invited, but not required to attend. (see also section 2.6.5.2.2). In reviews involving faculty members with joint appointments, each department [and/or the School of Theology] will schedule separate meetings for the purpose of evaluating the candidate.

One person chosen by those present at the meeting will act as the secretary at the meeting. Ordinarily, the department chair cannot serve as secretary; however, if no non-chair tenured member of the department is available or present to serve as secretary, the chair (or chair-designate) will serve as secretary. The secretary will draft a departmental letter preserving the anonymity of persons making comments.

This letter will be circulated among those who attended the meeting. If a department member feels that his/her comments are not accurately represented, that member and the secretary will work together to resolve the discrepancy. After the final draft has been distributed, all faculty members in the department who attended the meeting will indicate their agreement with the accuracy of the letter's representation of the department meeting by signing it. Tenured members who are not present at the meeting because of sabbatical, leave, study abroad appointment or for other reasons have the right to review the letter but do not sign it. The candidate will have the opportunity to respond to the contents of the letter as specified in section 2.6.5.2.1. In reviews involving faculty members with joint appointments, the candidate will have the opportunity to respond to the contents of both departmental letters.

3. all tenured faculty in the candidate's department must submit letters to File B. In reviews involving faculty members with joint appointments, all tenured faculty in both of the candidate's departments must submit letters to File B;
4. the chair, as a member of the department, may submit a separate letter to File B but is not required to do so;
5. non-tenured faculty are not required to submit letters, but if they choose to do so, the letters will be placed in File B;
6. departmental members writing letters of recommendation solicited by the candidate may choose to write a separate letter for File B or may submit the same letter.

All letters of evaluation should specifically address the degree to which the candidate meets or fails to meet the appropriate criteria in Sections 2.1 and 2.5. In the spirit of open dialogue, faculty members are encouraged to share their written evaluation with the candidate, but only the chair is required to do so.

No unsolicited materials will be accepted for File B, and materials in File B will be unavailable to the candidate.

At no time will the material in File B be available to anyone other than the Rank and Tenure Committee, the dean of the faculty, and dean of curriculum and assessment [the dean of the School of Theology if appropriate], the provost, the president, legal counsel, and the college's [university's] Executive Committee of the Board of Trustees.

Upon completion of the review process, the review files will be closed. Materials of a personal nature provided by the candidate (for example, manuscripts, reprints,) are to be returned to the candidate.

Other material and all of the material solicited for File B will remain in a closed file in the Office of Academic Affairs. Where appropriate, these materials may be considered in subsequent formal reviews of the faculty member by the Rank and Tenure Committee.

The materials in the files are not to be used for any other purpose, except as may be required by law.

#### 2.7.2.4 Action on Promotion

In addition to the above materials in the promotion-review file, the committee also has the right to consult additional experts, either from within or outside of the college [university], for clarifications on matters of fact which might aid them in their evaluation. If additional information about the candidate's performance is obtained, the candidate will be invited to respond.

1. The Rank and Tenure Committee examines the evidence on light of the criteria for appointment in Section 2.1.3 and the criteria for evaluation in Section 2.5.
2. After completion of the review, the committee will come to a decision and submit to the candidate and the provost an evaluation of the candidate and a recommendation either for or against the promotion. A copy of this evaluation, with recommendations, is also sent to the department chair [and/or the dean of the School of Theology], Human Resources, the dean of the faculty, the dean of curriculum and assessment, and the chair of the Rank and Tenure Committee.
3. The provost transmits the committee's recommendation along with the provost's own evaluation and recommendation. The provost sends a copy of the evaluation and recommendation to the candidate, department chair, [and/or dean of the School of Theology] Human Resources, the dean of the faculty, the dean of curriculum and assessment, and the chair of the Rank and Tenure Committee.
4. The president reviews these materials and then forwards the file and the recommendations of the committee and the provost, along with the president's own recommendation, to the college's [university's] Executive Committee of the Board of Trustees for the final decision.
5. The provost informs the candidate of the Board's decision as soon as possible.
6. A copy of the formal notification is also sent to the department chair [and/or the dean of the School of Theology] the dean of the faculty, and dean of curriculum and assessment.

#### 2.7.2.5 Date of Actual Change in Rank

Promotion in rank takes effect with the beginning of the next contract period.

## 2.8 Post-Tenure Faculty Development Program

The Post-Tenure Faculty Development Program is proposed within the context of the tenure system and in no way jeopardizes a faculty member's tenured status. It provides a systematic opportunity for tenured faculty to reflect on teaching, scholarship and creative work, and/or service activities. The program assists the faculty in planning a course of professional development for the future in an atmosphere of collegial and institutional support. With the advice and assistance of the Post-Tenure Faculty Development Program coordinator, faculty design development programs to fit their particular fields, activities, interests, and career goals.

Procedures for the implementation of the Post-Tenure Faculty Development Program are found in Section 4.1.1.

## 2.9 Faculty Development

The professional development of faculty members is essential to the curriculum and the vitality of both the individual and the college [university]. Faculty members are expected to engage themselves in planning and documenting that development.

The college [university] promotes excellent teaching. Teaching effectiveness (described in Section 2.5.1) should be the first and foremost concern of each faculty member and a critical element in each faculty member's plan for professional development. Scholarship and creative work (described in Section 2.5.2) provide essential support to both good teaching and a strong academic program, and they contribute to one's discipline and to society at large. As a result, ongoing professional development focused on scholarship and creative work is also important for each member of the faculty. Advising and service (described in Sections 2.5.3 and 2.5.4) are also important but for most faculty members play a smaller role in plans for professional development.

### 2.9.1 Planning for Professional Development

Each faculty member creates and regularly updates a Program of Professional Development (PPD). Preparation of the PPD, in consultation with the department chair [and/or the dean of the School of Theology] as well as appropriate program directors, allows the faculty member to integrate professional development plans with the missions and goals of the college, university and department. Faculty members must be familiar with the mission and goals and curricular plans of the college [university] and be able to demonstrate how their individual directions for professional development are related to the needs of the department and the college [university]. Departmental guidelines for evaluation (see Section 2.5.2.2) can be helpful in the planning process. In addition, the plans within the Program of Professional Development should be drawn up in accordance with the relevant guidelines of the Faculty Development and Research Committee.

Probationary faculty members are expected to meet annually with the department chair [and/or the dean of the School of Theology] to conduct a planning session concerning the faculty member's PPD. Senior faculty members should consult periodically with the department chair to review and update the PPD. At times of such review, intermediate goals may be set. The faculty member may amend the individual program at any time, in consultation with the department chair [and/or the dean of the School of Theology]. A copy of the faculty member's current PPD should be maintained on file in the department's office and in the Office of Academic Affairs. The provost, the dean of the faculty, or the dean of

curriculum and assessment may interview faculty members periodically in regard to their professional growth plans.

The faculty member's Program of Professional Development is submitted to the Rank and Tenure Committee at the time of third-year, sixth-year, and promotion review and is part of the evidence evaluated (see Section 2.5.5.2, "Professional Development"). Quality of a development plan is assessed on the strength of its connections to evaluation criteria described in Section 2.5. Progress achieved in attaining the goals outlined in earlier plans is deemed to be a measure of academic seriousness. The PPD is also employed during reviews for sabbatical leave by the Committee on Faculty Development and during post-tenure review.

### 2.9.2 Sabbatical Leaves

The many roles and responsibilities of faculty members require that periodically a sustained and uninterrupted time be set aside to acquire new experiences to enrich teaching or to focus on scholarship, creative work, or other accomplishment related to faculty responsibilities. The college [university] endorses the importance of this dimension of faculty development by committing itself to funding sabbatical leaves, professional leaves with pay, ordinarily extending for one semester or for a full academic year.

Sabbatical leaves are not granted for work which is not directly related to faculty responsibilities at the college [university]. Time spent on sabbatical leaves will count toward promotion in rank.

#### 2.9.2.1 Eligibility to Apply for Sabbatical Leave

Eligibility for sabbatical leave entails fulfilling obligations for both teaching and service. Tenured faculty or faculty currently being reviewed for tenure are eligible to apply for their first sabbatical leave only if they expect to have completed, by the end of the current academic year, six years of full-time faculty employment, defined here as teaching, or its equivalent in reassigned time, as part of a faculty contract. Subsequent sabbaticals may be applied for at six-year intervals of full-time faculty employment. The six-year period may be fulfilled by an equivalent amount of faculty employment by reduced-load faculty (described in Section 2.1.2.2). Upon the completion of a sabbatical leave, time toward eligibility for the next sabbatical begins on the first day of the following fall semester.

Because each faculty member has an "obligation to participate in governance and in other forms of service to the college [university]" (Section 2.5.4.1), faculty members are eligible to apply for a sabbatical leave only if they have fulfilled their obligations in both service to the department and service to the college [university] outside the department, as specified in Section 2.5.4.1.

#### 2.9.2.2 Salaries for Sabbatical Leave

Faculty members on sabbatical for one semester receive the full salary provided in the contract during the sabbatical period and full employment benefits. Faculty members who are on sabbatical for a full academic year receive three-sixths of the salary provided in the contract in the sabbatical year and full employment benefits. Annual raises are not withheld due to sabbatical leave, and both the faculty member and the college [university] continue to pay their normal share toward retirement contributions (proportionate to the salary paid), and other employee benefits.

A faculty member on sabbatical may also receive other forms of faculty development funding from the college [university].

### 2.9.2.3 Application Policies and Procedures for Sabbatical Leaves

Sabbatical leaves are not granted automatically upon the completion of the necessary period of service. Faculty members must demonstrate in writing, as part of their application, evidence of sound research, creative activity, or other academic achievement to support the program of work which they plan for the sabbatical period. They must also show that their proposed programs will accomplish one or more of the general purposes set forth in the opening paragraph of Section 2.9.2, "Sabbatical Leaves." Applications which do not meet the criteria for sabbaticals are rejected by the committee.

A faculty member intending to apply for sabbatical leave must provide advance notice of that intention. Because the department chair [and/or the dean of the School of Theology], in consultation with members of the department and the administration, must make plans to cover the responsibilities of faculty on sabbatical leave, a faculty member anticipating a sabbatical should inform the chair [and/or dean of the School of Theology] as early as possible. In addition, a faculty member applying for sabbatical leave must inform the Faculty Development and Research Committee of his or her intention to apply by the notification deadline announced by the committee.

The application for sabbatical leave is made using the forms and guidelines developed by the Faculty Development and Research Committee, available in the Office of Academic Affairs. The application and the other materials must be submitted to the committee by the committee's established deadline.

A faculty member is expected to consult with the department chair [and/or the dean of the School of Theology] on the sabbatical proposal. Because the department chair, in consultation with the members of the department and the administration, must make plans to cover the responsibilities of faculty on sabbatical leave, a faculty member anticipating a sabbatical should inform the chair as early as possible. The chair should receive the sabbatical proposal a minimum of two weeks prior to the application deadline. A letter from the chair addressing the following issues must be submitted to the committee, with a copy provided to the applicant:

1. the professional quality of the sabbatical proposal and the applicant's capacity to accomplish the goals indicated;
2. how the leave will affect the applicant's professional growth, as well as the department and its offerings; and
3. the department's staffing during the faculty member's sabbatical, as well as extra-departmental effects, if any.

A request for replacement of faculty, if necessary, is made by the department chair to the dean of the faculty.

### 2.9.2.4 Criteria and Procedures for Evaluation of Proposals

The Faculty Development and Research Committee evaluates all sabbatical proposals using the following criteria:

1. the likelihood that the proposed project will:
  - a. produce a significant contribution to research or creative work in the applicant's field of expertise (through publication, performance, exhibition, etc.); and/or,
  - b. promote significant improvement in courses, programs, curricula, or some other area of faculty responsibility;
2. the likelihood that the project will make a significant contribution to the applicant's professional development in accomplishing one or more of the following:

- a. enhancing the applicant's mastery of their field of expertise;
- b. improving the applicant's capabilities as a teacher;
- c. increasing the applicant's ability to fulfill faculty responsibilities in areas other than teaching and research/creative work;
3. the appropriateness of the project to the applicant's plan of professional development and to the mission and goals of the department and the college [university]; and
4. the promise that the project will be successfully completed, considering the design of the project in light of the applicant's abilities and previous accomplishments.

To assist in these judgments, the committee may ask applicants to submit other relevant information. This may include, for example, letters from colleagues both within and outside the college [university] addressing the above criteria, quality of the proposal and the applicant's capacity to accomplish the goals outlined, a description of how the sabbatical project fits into the individual's Program of Professional Development (see Section 2.9.1), and evidence concerning the results of the applicant's previous sabbatical. At the committee's discretion, an applicant may be invited to provide a clarification of or additional support for a proposed project before it is considered further.

Assessing differences in the quality of proposals arising from different disciplines is difficult, and a precise ranking based only on the overall quality of each proposal is normally impossible. The committee ordinarily sorts the applications into groups based on perceptible differences in overall quality and forms a final ranking of proposals based on that estimate of quality. In those years when not all sabbatical proposals can be funded, the committee may give preference to proposals from those applicants who have never had a sabbatical at CSB/SJU and are deemed worthy of a sabbatical leave based on the above criteria. At its discretion, the committee may also break ties within any one group in favor of persons who have more years of faculty service at the college [university] since their last sabbatical.

### 2.9.2.5 Action on Sabbatical Applications

1. After evaluating all applications, the Faculty Development and Research Committee ranks the proposals and sends its evaluations and ranking to the provost. The committee also sends a brief assessment of the proposed project to the applicant.
2. The provost submits a recommendation to the president in light of the total needs and fiscal capabilities of the college [university].
3. The president makes a recommendation and presents it to the appropriate committee of the Board.
4. The final decision on a sabbatical application rests with the Executive Committee of the Board.
5. Following action by the Executive Committee of the Board, the provost gives written notice to the applicant, the department chair, the dean of the faculty and dean of curriculum and assessment [the dean of the School of Theology], and the chair of the Faculty Development and Research Committee of the approval or disapproval, for stated cause, of the application. Applicants being reviewed for tenure are informed that their sabbatical is contingent upon the granting of tenure.

### 2.9.2.6 Obligations of Sabbatical Recipients

The recipient of a sabbatical leave incurs these obligations:

1. to make every reasonable effort to fulfill the terms of the sabbatical;
2. to return to the college [university] for the complete academic year following the academic year in which the sabbatical leave occurred; and
3. to file a report on the results of his or her project with the provost within 30 days after the beginning of the semester following the sabbatical leave.
4. Any faculty member who does not return to the college [university] for the subsequent academic year after completing a sabbatical thereby assumes the obligation of repaying the compensation paid by the college [university] during the time of the leave.

### 2.9.2.7 Support during Leaves

Whenever possible the college [university] will provide the services to faculty on sabbatical or leave as outlined in Section 2.9.4. Requests for such assistance should be directed to the Committee on Faculty Development.

## 2.9.3 Other Professional Leaves

A professional leave is a negotiated agreement whereby a member of the faculty for reasons related to his or her professional life is absent from regular duties of appointment for more than 10 working days. Such a leave may be with or without pay. Short-term absences (for no longer than 10 working days) with pay for legitimate cause may be arranged at the discretion of the dean of the faculty [and/or the dean of the School of Theology].

A member of the faculty on professional leave is allowed to return to the same or a substantially similar position; previously earned tenure, rank, and benefits are not lost. A professional leave with pay for less than one academic year ordinarily counts toward promotion and tenure but will do so only if both the college [university] and the individual agree to this in writing at the time the leave is granted. Whenever possible, the college [university] will provide the services to faculty members on professional leave as outlined in Section 2.9.4. Requests for such assistance should be directed to the appropriate committee or administrative officer.

The policies and procedures for nonprofessional leaves (e.g., medical or compassionate leaves) are described in Section 2.11.

### 2.9.3.1 Professional Leaves without Pay

Fiscal constraints require that, other than sabbatical leaves, extended professional leaves occur without pay. Any full-time member of the faculty may request a full-time or part-time professional leave of absence without pay for one of the following reasons:

1. fellowship award;
2. completion of research;
3. formal study; and/or
4. other specific reasons in the best interests of the college [university].

Time on such leave will not count toward the eligibility periods for tenure, promotion, or sabbatical leave unless the individual and the college [university] so agree in writing prior to the beginning of the leave. However, the faculty member on professional leave for up to two years will ordinarily receive the annual raises in salary and benefits he or she would have received as a result of uninterrupted service.

While faculty are on leave without pay, the college [university] ordinarily does not provide fringe benefits unless an arrangement to the contrary has been mutually agreed upon in writing by the faculty member and the college [university]. Faculty members have the option to continue their

fringe benefits to the extent permitted by the applicable benefit plans by paying for them through the college [university] Human Resources Office.

Faculty members planning a professional leave may also apply for other forms of faculty development funding from the college [university] as described in Section 2.9.4 below.

### 2.9.3.2 Time Limit and Procedures for Professional Leaves

Professional leaves extend for a definite period. Because they almost always make orderly planning more difficult, they impose a hardship on the college [university] and are normally granted only for a single term or an academic year. Only under unusual circumstances will a leave be granted for as much as two years. A faculty member on a one-year leave of absence may apply for a second one-year leave by following these same procedures. Two-year leaves are not renewable.

The request for a professional leave of absence with or without pay should be made, if possible, in time to allow for adequate administrative planning. A written request for a leave must specify its purpose, plans, and length. The faculty member requesting the leave consults with the department chair, who prepares a letter to the dean of the faculty and dean of curriculum and assessment describing the impact of the leave on staffing and giving the chair's own recommendation. The request, along with the chair's letter, is submitted to the dean of the faculty and dean of curriculum and assessment [and/or the dean of the School of Theology] who then forwards it along with their recommendations to the dean of the faculty and provost. The provost then confers with the Faculty Development and Research Committee and requests its recommendation.

When evaluating leave requests, the provost and the Faculty Development and Research Committee will take into consideration the length of service since the faculty member's last absence (whether sabbatical or other professional leave or nonprofessional leave) before making recommendations. Ordinarily, a faculty member will be expected to teach at the college [university] for at least two years between non-emergency leaves.

The provost transmits the recommendations of the committee to the president along with his or her own evaluation. The president will forward these recommendations along with the president's own to the Executive Committee of the Board for a final decision. The decision of the Executive Committee will be reported in writing by the provost to the faculty member requesting the leave.

Ordinarily the college [university] will grant leaves of all kinds in any given academic year to no more than 10 percent of the total full-time teaching faculty in each term.

## 2.9.4 Other College [University] Support for Faculty Development

The college [university] provides support for faculty development in a number of ways other than sabbaticals and other professional leaves described above.

### 2.9.4.1 Funding from the Faculty Development and Research Committee

The Faculty Development and Research Committee is charged with developing the policies for and overseeing the distribution of college [university] funds for faculty development. Support for improvement in teaching and/or scholarship and creative work is available. Faculty members are encouraged to contact the committee for information on available grants and application procedures.

### 2.9.4.2 Funding for Travel to Professional Conferences

College [university] recognizes the importance of faculty members' participation in professional conferences and is committed to supporting the activity through funding for such travel. Disbursement of travel funds occurs through the departmental budget and faculty members should contact the department chair for procedures.

### 2.9.4.3 Other Support

The college [university] provides other forms of support for faculty development, such as the following:

1. The Center for Teaching and Learning and other personnel provide a variety of opportunities for faculty members to improve the effectiveness of their teaching.
2. Private library study rooms are available to faculty members engaged in research and writing. Faculty members should apply to the director of the libraries for such a room.
3. A networked computer and a printer are ordinarily made available to each faculty member. Requests about needed hardware and software are ordinarily made by the department chair [and/or the dean of the School of Theology] to the director of Information Technology Services during the annual budgetary process.
4. Secretarial services and photocopying are provided by the college [university] within the constraints of departmental budgets and secretaries' other departmental responsibilities.
5. Laboratories are available to faculty members engaged in scientific research.

Faculty members should apply to their department chair.

6. Outside grants are often available from agencies and foundations related to a faculty member's research and study. The Research and Grants Office offers assistance to faculty applying for such grants. The college [university] may choose to provide funding and fringe benefits from internal sources with the authorization of the Executive Committee of the Board. Members of the administration who are tenured/tenure-track faculty are also eligible for such support.

## 2.10 Faculty Rights and Obligations

Persons with faculty appointments are both members of the college [university] and of the academic profession more broadly. As a result of this dual membership, faculty members have correlative rights and obligations, rooted in both the general standards of one's profession and the particular character and standards of the college [university].

### 2.10.1 Academic Freedom

It is fundamental to the health of an academic institution and ultimately to the health of society at large that faculty members exercise their responsibility and freedom to search for truth and to speak truthfully. A truly Catholic institution of higher learning is "animated by a spirit of freedom and charity; it is characterized by mutual respect, sincere dialogue and protection of the rights of individuals" (John Paul II, *Ex Corde Ecclesiae*, 21).

Both the college [university] and each faculty member shall respect the rights and fulfill the responsibilities implicit in the 1940 "Statement of Principles on Academic Freedom" (from the American Association of University Professors and the Association of American Colleges and Universities), adapted here:

1. In research and in publication of the results, faculty members are entitled to full freedom, subject to the adequate performance of their other academic duties.  
Research for pecuniary returns should be based upon an understanding with the academic officers of the college [university].
2. In the classroom, faculty members are entitled to freedom in discussing their subject. Ideas that are germane to a subject under discussion in a classroom cannot be censored because a student with particular religious or political beliefs might be offended. This would create a classroom environment inimical to the free and vigorous exchange of ideas necessary for teaching and learning in higher education. Nothing contained in the Non-Discrimination and Harassment Policy or the Title IX and Sexual Misconduct Policy should inhibit or prohibit academic freedom. CSB and SJU are committed to the principles of free inquiry and free expression within the context of the Catholic intellectual tradition, our Catholic and Benedictine character and the principles of human rights and dignity.

Whatever the boundaries of free inquiry and expression, every member of the community should be attentive to the feelings and sensibilities of others and should practice mutual respect, understanding and sensitivity. Due to faculty members' special role and position of authority with respect to students, they should treat students with respect and dignity and should be particularly sensitive to the impact of their words and opinions.

- c. When faculty members speak or write as citizens, they should be free from college [university] censorship or discipline. Nevertheless, their special position in the community imposes special obligations because they are not only citizens but also members of a learned profession and officers of the college [university]. As scholars and educational officers, they should remember that the public may judge their profession and the college [university] from their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the college [university].

### 2.10.2 Code of Professional Ethics

Although no set rules or professional conduct can either guarantee or take the place of a faculty member's personal integrity, the college [university] endorses the 1987 "Statement on Professional Ethics" promulgated by the American Association of University Professors, adapted here:

1. Faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, faculty members devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. They practice intellectual honesty although they may follow subsidiary interests, these interests must never seriously impair or compromise their freedom of inquiry.
2. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before their students the best scholarly and ethical standards of their disciplines. Faculty members demonstrate respect for students as individuals and adhere to proper roles as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to ensure that the evaluation of students reflects each student's true merit.

They respect the confidential nature of the relationship between professor and student and avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from students and protect students' academic freedom.

3. As colleagues, faculty members have obligations that derive from common membership in the community as scholars. They do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas, faculty members show due respect for the opinions of others. They acknowledge academic debt and strive to be objective in the professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, faculty members seek above all to be effective teachers and scholars. Although they observe the stated regulations of the college [university] provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Faculty members give due regard to their paramount responsibilities within the college [university] in determining the amount and character of work done outside it. When considering the interruption or termination of their service, faculty members recognize the effect of their decision upon the program of the college [university] and give due notice of their intentions.
5. As members of their community, faculty members have the rights and obligations of other citizens. They measure the urgency of these obligations in light of their responsibilities to their subject, to their students, to their profession, and to the college [university]. When they speak or act as private persons, they avoid creating the impression of speaking or acting for the college [university]. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## 2.10.3 Faculty Responsibilities

Membership in the academic profession carries with it responsibilities for the advancement of knowledge, the intellectual growth of students, and the improvement of society. Faculty members should order and evaluate their activities in relation to these goals, as well as in relation to their own personal and professional development. Moreover, faculty members of the college [university] have a special obligation to understand the nature of this institution of higher learning and to appreciate its unique characteristics and its philosophy, mission and goals. They should strive to improve the intellectual and practical effectiveness of the college [university] and should bear their share of the faculty's responsibilities for the various curricula of the college [university].

A faculty member's overall responsibilities include: effective teaching, which is paramount; scholarship and creative work as appropriate to their field; academic advising; service; and the development of professional identity, as described in Section 2.5, "Faculty Evaluation: Policy, Criteria, and Evidence."

A faculty member is responsible for carrying out satisfactorily the duties agreed to in the individual faculty assignment.

### 2.10.3.1 Faculty Assignment

Each faculty member's assignment of responsibilities is determined annually by the department chair in consultation with the faculty member and with the approval of the dean of curriculum and assessment.

[Graduate faculty assignments are determined by the dean of the School of Theology in consultation with the faculty member.]

#### 2.10.3.1.1 Faculty Assignment: Factors to be Considered

The actual faculty assignment will vary from person to person considering the following factors:

1. the department curriculum, the number of courses and preparations required, the number of students in the assigned courses;
2. use of teaching methods and resources consistent with quality education;
3. number of student contact hours in laboratory sections, methods, courses, private lessons, etc.;
4. number of individual learning projects or internships;
5. committee assignments;
6. extraordinary circumstances within a department;
7. number of advisees; and/or
8. administrative work.

#### 2.10.3.1.2 Faculty Assignment: Guidelines

The following guidelines are used in the determination of faculty assignments:

1. Faculty members should be occupied chiefly with the academic growth and development of students.
2. Individual learning projects and internships are an important part of the education process. In addition to normal course assignments, faculty members are expected to be responsible for such teaching from time to time. However, no faculty member need be responsible for more than three concurrent individual learning projects and/or internships without a corresponding reduction of other duties.
3. A faculty member will neither be assigned more than three 4-credit courses, nor more than 100 students in a given semester unless the college [university] provides assistance to make working with a larger number of students feasible.
4. The vitality of the general curriculum depends on the active involvement of faculty members. Faculty members are expected to teach general curriculum courses. While departmental needs may sometimes prevent faculty members from teaching extra-departmental courses in the general curriculum, faculty members are strongly encouraged to do so periodically.
5. Faculty members in the School of Theology face explicit expectations for scholarship that should be taken into account in a determination of their annual faculty assignment.

#### 2.10.3.2 Other Faculty Responsibilities

1. Faculty members are expected to conduct classes in a manner appropriate to the type and level of the course assigned; to establish and inform students of course objectives, requirements, and schedules in writing, electronically or on paper, and in a timely manner; and to deal with student papers and examinations in a timely manner.
2. Faculty members are expected to hold office hours for consultation on course work and the advising of students.
3. A faculty member who must be absent from a class due to illness of self or family member or other due cause is expected to try to make arrangements for alternative instruction. The faculty member should inform the department chair and departmental coordinator of the alternative arrangements and arrange for timely notification to students, especially in the event the class must be cancelled. Graduate faculty should notify the dean of the School of

Theology-Seminary. If a chair must be absent, notification should be sent to the departmental coordinator and the dean of curriculum and assessment. Most absences can be addressed within the department, but chairs and program directors are encouraged to communicate any concerns regarding faculty absences to the dean of curriculum and assessment (dean of the School of Theology-Seminary).

4. Faculty members are expected to take up other responsibilities as the situation may call for: moderating senior theses or research projects, assisting in the recruitment of prospective students, teaching for a colleague in an emergency, assisting in summer registration, etc. Faculty members are expected to participate in the decision-making, curriculum development, and assessment processes of the department and the college [university]. Faculty members are not expected to serve on a college [university] standing or *ad hoc* committee before the year in which they apply for third-year review.
  5. Although faculty members have a primary responsibility to their own department, they are also members of a larger collegial community and should make every effort to work cooperatively with members of other departments and with the administrators of the college [university], respecting appropriate deadlines established by various administrative officers.
  6. Faculty members are required to attend the fall faculty workshop and spring commencement exercises. If faculty are unable to attend, they should notify the Office of Academic Affairs in advance. Faculty members are also expected to attend other major academic convocations.
  7. In addition, each faculty member has a responsibility to be familiar with his or her roles and responsibilities as described in the faculty handbook. If questions of interpretation arise, clarifications should be sought from the president, the provost, the dean of the faculty, the dean of curriculum and assessment, the department chair [the dean of the School of Theology], or the Faculty Handbook Committee. Any exceptions mutually agreed upon should be in writing and signed by all parties concerned.
  8. Faculty are expected to participate in annual programming on excellence in inclusive teaching. Academic Affairs will consult with the Joint Faculty Senate Executive committee and the Joint Faculty Senate Committee on Inclusion, Equity and Justice regarding the content and delivery of the annual programs.
2. If outside activities harm a faculty member's performance of professional responsibilities, the chair [and/or the dean of the School of Theology] should speak directly to the faculty member about the matter. If the situation does not improve sufficiently, additional assistance will be available from the dean of the faculty, dean of curriculum and assessment and/or the provost. See Section 2.13.6, "Discipline and/or Dismissal for Cause."
  3. Faculty members may use their offices, library services, and, to a limited extent, secretarial staff (if available after completion of official work) to assist in the preparation of professional manuscripts, creative work, or other outside professional activity.
  4. Except for incidental use of office equipment (e.g., word processing, local phone calls), faculty members may use college [university] facilities for nonprofessional outside activities only with written approval of the department chair, dean of curriculum and assessment, [and/or the dean of the School of Theology], and the person responsible for operating that facility or equipment. In such cases, the faculty member or his or her outside employer or sponsor will pay the reimbursement rate established by the college [university] for such use.
  5. Faculty members may employ official college [university] stationery in outside professional activities. They should not use official stationery or the college's [university's] name or seal in any offer of goods or services by any outside organization without prior permission of the dean of curriculum and assessment [and/or the dean of the School of Theology]. The college [university] assumes no responsibility for the competence or performance of the outside activities (either professional or nonprofessional) of any faculty member. Faculty members must be careful not to represent themselves as acting on behalf of the college [university].
  6. Faculty members uncertain about their responsibilities with regard to a conflict between their work as a faculty member and their outside activities should consult with their chair and their dean of curriculum and assessment [and/or the dean of the School of Theology], concerning their compliance with college [university] policies.

### 2.10.3.3 Outside Activities

Full-time faculty members are expected to devote their full working time to this employment. Nonetheless, consulting and other outside activities of a professional nature are encouraged by the college [university] where such activities give the faculty member experience and knowledge valuable to professional growth while making a positive contribution in society. In order to keep a balance in this matter, no outside service or enterprise, professional or other, should be undertaken by a faculty member that might interfere with his or her primary responsibility to the college [university] as defined in Section 2.10.3, "Faculty Responsibilities."

The following procedures apply:

1. Although a faculty member need not obtain prior authorization before engaging in outside professional activities, the faculty member should consult with the chair and the dean of the faculty prior to any instance where a conflict between his or her contractual responsibilities to the college [university] and the outside activity may arise.
2. Faculty offices
3. Instructional technology
4. Information technology Services
5. Library services
6. office keys
7. Identification cards
8. Administrative support services
9. Duplicating and mail services
10. Health services
11. Employee assistance services
12. On-campus parking
13. Academic regalia
14. Notary Public

### 2.10.4 Facilities and Services

In order to assist faculty members in the performance of their duties, the college [university] provides the facilities and services listed below. Further information is outlined in section 3.3.

## 2.10.5 Related College [University] Policies

Faculty members are responsible for following college [university] policies. Policies are grouped in the faculty handbook not by their subject matter or function but according to the procedures employed to amend them.

### 2.10.5.1 Appendix to Part II

Policies included as appendices to Part II (itemized below) can be amended only through the full revision procedure for the rest of Part II, described in Section 2.16, requiring action of the faculty, the president, and the college's [university's] Board of Trustees. The provost coordinates and transmits to the president all of the faculty handbook amendments passed by the Joint Faculty Assembly.

1. "Policy on Consensual Romantic or Sexual Relationships Between Faculty Members"
2. "Policy on Consensual Romantic or Sexual Relationships Between Faculty and Students or Staff Members"

### 2.10.5.2 Part III of the Faculty Handbook: Administrative Policies

Policies included in Part III are created by the appropriate college [university] administrator and are amended by administrative update from that administrative officer.

### 2.10.5.3 Policies in Part IV of the Faculty Handbook

Policies included in Part IV are created and amended through approval of the Faculty Senate and the president. The provost coordinates and transmits to the president all of the faculty handbook amendments passed by the Joint Faculty Assembly.

## 2.10.6 Violations of Faculty Rights, Academic Freedom and Professional Ethics

Disputes involving a charge that a faculty member's rights or academic freedom have been abrogated or that professional ethics have not been maintained are to be settled through the established grievance procedures (see Section 2.15 and Section 4.1). While affirming academic freedom as a right, the college [university] recognizes that, in some circumstances, the questions of academic freedom become enmeshed in questions of professional irresponsibility. In the effort to distinguish between these sometimes confused issues, the guiding principle is that charges of professional irresponsibility shall not be used to limit academic freedom; nor shall appeals to academic freedom be acceptable as a shield for professional irresponsibility.

## 2.11 Nonprofessional Leaves

A faculty member may request a leave for a purpose unrelated to normal professional activity of the faculty. (Professional leaves are treated in Sections 2.9.2, "Sabbatical Leaves," and 2.9.3, "Other Professional Leaves.") Examples of leaves covered in this section include, but are not necessarily limited to, illness, disability, military training, jury duty, the birth or adoption of a child, critical illness or death in the immediate family, or other compassionate reasons. Leaves for illness or disability or due to the birth or adoption of a child are subject to policies within the college's [university's] faculty benefit program. See Section 2.12.2, "Employment Benefits," applicable policies in Part III, and applicable state and federal laws, rules, and regulations concerning mandatory leaves.

### 2.11.1 Nonprofessional Leaves with Pay

The college [university] provides for short-term leaves with pay in some circumstances such as jury duty, mandatory military service, or medical or compassionate reasons. A short-term leave of absence is ordinarily

not more than 10 working days but may be extended for a longer period. Short-term leaves for illness are subject to the provisions of the sick leave policy of the college [university].

Requests for leaves are submitted in writing to the dean of the faculty [and/or the dean of the School of Theology] along with a written recommendation on the leave from the department chair. In the case of emergency leaves for compassionate reasons, the requests may be made to the dean of the faculty [and/or the dean of the School of Theology], who may waive a written request in view of the circumstances.

### 2.11.2 Nonprofessional Leaves Without Pay

A faculty member wishing to have an extended leave without pay for any of the above reasons should make a written request to the dean of the faculty [and/or the dean of the School of Theology as appropriate], accompanied by an evaluation by the department chair. Ordinarily such leaves are not granted for more than one academic year. An effort should be made to arrange the leave to coincide with the academic terms.

### 2.11.3 Effects of Nonprofessional Leaves

The faculty member's status or tenure will not be affected by nonprofessional leaves. Nonprofessional leaves with pay are counted toward tenure, promotion, and sabbatical, but nonprofessional leaves without pay do not count toward tenure, promotion, or sabbatical.

Fringe benefits are not provided during leaves without pay although the faculty member has the option to continue such benefits by paying the college [university] for them. Benefit arrangements are made with the Human Resources Office.

Faculty members on nonprofessional leave without pay for an academic year are nonetheless eligible to receive the normal annual salary increment upon their return.

### 2.11.4 Nonprofessional Leaves for Benedictines of Saint Benedict's Monastery [Saint John's Abbey]

Faculty members who are sisters of Saint Benedict's Monastery [monks of Saint John's Abbey] are subject to reassignment by the prioress [abbot] to duties outside of the college [university]. A tenured/tenure-track faculty member so reassigned may request a leave without pay which will be granted upon request. If the reassignment lasts longer than two years, the sister [monk] resigns but may be reappointed by the president at a later date in accord with Section 2.13.1.3.

## 2.12 Compensation

Compensation is a subject of agreement between the college [university] and a faculty member entering into or renewing a contract for faculty employment.

**Wage disclosure:** The College of Saint Benedict and Saint John's University respect confidentiality in administering compensation. The Human Resources and Academic Affairs departments will not disclose wage information to others without a valid business reason to provide compensation data. A faculty member may choose to disclose his/her own wages or discuss another faculty member's wage, which was voluntarily disclosed by that faculty member, without fear of reprisal. Faculty are encouraged to respect sensitivity of wage information and to exercise discretion with such information recognizing there are many factors which comprise compensation decisions.

The College of Saint Benedict and Saint John's University will not require a faculty member to waive his/her rights to disclose compensation

information as a condition of employment or take any type of adverse employment action against a faculty member for exercising his/her wage disclosure rights under Minnesota law (MN State Section 181.172). This law permits a civil cause of action for any violations and, in any such action, the court may, if deemed appropriate, order job reinstatement, back pay, restoration of lost service credit, and the expungement of adverse personnel records.

Questions about wage disclosure may be directed to the Human Resources department.

## 2.12.1 Salary

The compensation package proposed by the college [university] administration is normally reviewed on an annual basis by the Faculty Compensation and Benefits Committee and presented by the committee to the Faculty Senate for endorsement.

Among the factors receiving consideration in determining compensation, both at the time of initial appointment and in the annual determination of salary increases, are current market conditions, the characteristics of individual faculty members, and any inequities that may have arisen.

1. The salary of faculty members at the time of initial appointment is determined by the dean of the faculty. This offer is to be approved by the president.
2. Compensation for faculty members holding term contracts, whether full time or part time (as described in Section 2.1.4), is determined by the type of contract and the factors mentioned above. The salaries and benefits of term- contract faculty will be adjusted commensurate with that of tenured/tenure-track faculty on an annual basis.
3. Faculty members receive an increase in salary with promotion in rank.
4. The provost is responsible for recommending faculty compensation according to the compensation package formula approved each year by the Faculty Senate in accord with the annual budget as approved by the college's [university's] Board of Trustees.
5. An individual faculty member may appeal to the provost to request an adjustment in salary. If unsatisfied with the provost's response, he or she may appeal to the president.
6. In order to establish a fair system of salary based on principles of equity, the administration and the faculty in collaboration will establish criteria for the selection of other institutions of higher learning for the purpose of comparing the salary packages afforded by such other institutions with that proposed by the college [university].

## 2.12.2 Employment Benefits

The program of employment benefits for the faculty has been mutually developed by the faculty and the administration and is an essential part of overall compensation. Adjunct faculty hold a term appointment on a part-time basis of three-sixths or less (see section 2.1.5.3). Full time benefit eligible faculty members hold contracts greater than three-sixths.

### 2.12.2.1 Governmentally-Mandated Benefits

Members of the faculty participate in the following governmental programs, which are not subject to negotiation:

1. Social security
2. Workers' compensation insurance
3. Unemployment compensation insurance
4. FMLA (Family Medical Leave Act)

### 2.12.2.2 Other Employment Benefits

2.12.2.2.a Adjunct faculty and full time benefit eligible faculty members receive other benefits attached to employment:

1. sick leave
2. employee assistance program
3. use of facilities
4. admission to campus events
5. discount on meals

2.12.2.2.b Full time benefit eligible faculty also receive other benefits attached to employment:

1. group health insurance
2. group dental insurance
3. group life insurance
4. group long-term disability insurance
5. parental leave
6. tuition reduction/remission for faculty members, spouses, and their children
7. flexible spending accounts
8. retirement program
9. supplemental retirement annuities

### 2.12.2.3 Changes in Employment Benefits

Changes in employment benefits for faculty will generally be mutually agreed upon by the Joint Faculty Assembly and the administration, before being submitted to the Boards as part of the annual budget. A proposal of changes to be considered in the current year will be submitted to the Faculty Compensation and Benefits Committee by November 1. In collaboration with the provost, the Faculty Compensation and Benefits Committee will initiate a review process and complete its work by the following February 28

When an agreement cannot be reached in time for the benefit open enrollment period (March), the administration, Joint Benefits Committee and Faculty Compensation and Benefits Committee may agree to an interim solution for one year only and continue consultations for the next budget cycle.

Should the Joint Faculty Assembly and the administration be unable to agree by February 28 on a change in faculty benefits or an interim solution for one year, then an impasse is automatically declared. The following collaborative process will be followed.

1. The president (or the provost, at the president's direction) will convene a meeting(s) with the Joint Benefits Committee, the Faculty Compensation and Benefits Committee, the Chief Operating Officer or their designee, the director of Human Resources, and the chair and vice-chair of the JFA to discuss strategies to end the impasse and/or make changes in the proposed benefit change to reach a mutually acceptable proposal for action by the Boards.
2. If, by March 15, an acceptable agreement is not reached through the efforts of the convened meeting(s), the president may report the disagreement to the Boards or to the appropriate Board Committee for guidance in the matter from the perspective of the Boards' governance prerogatives.

The benefit revision process will be concluded by the definitive action of the Boards or of a delegated subcommittees of the Boards at the direction of the Boards.

#### 2.12.2.4 Note on Members of Religious Orders

Faculty members who are also members of Saint Benedict's Monastery, of Saint John's Abbey, or of other religious orders do not receive most of the employment benefits listed in 2.12.2.2. As agents of their communities, they are technically not employees of the college [university]. Their religious communities receive cash payments in place of such benefits.

### 2.12.3 Status and Privileges of Retired Faculty Members

The college [university] is committed to promoting close ties with its retired faculty members. As a result, the following assistance and privileges are available to those who have retired from the faculty:

1. The college [university] will provide meeting facilities for former faculty members who may wish to gather as a group and will, to the extent financially feasible, facilitate communication among them.
2. Upon retirement, a faculty member will have available a college [university] identification card which provides access to recreational and athletic facilities, the library, bookstore, campus parking, and campus cultural, athletic, and educational events. Retired faculty members will be subject to the same policies, restrictions, and fees applicable to current full-time faculty.
3. A retired faculty member may take any course at the college [university] tuition free. (See the policy on tuition reduction/remission for details on eligibility of spouses and children of retired faculty members.)
4. Provided that retired faculty members keep their current addresses on file, the Office of Public Relations will assure that notices of major campus activities are sent to them.
5. Retired faculty members may attend the meetings and other activities of their former departments. However, only those who have active faculty status by current appointment may vote in these meetings.
6. Retired faculty members may participate in commencement exercises in appropriate academic dress if they so wish.
7. Retired Emerita/us faculty members may make use of the services of the departmental secretary on a low-priority basis.

## 2.13 Separation

The college [university] or individual faculty members may find it necessary to sever their contractual relationships. To protect the interests of both parties, categories of separation are here defined, and the policies and procedures related to each are set forth.

1. resignation (2.13.1)
2. retirement (2.13.2)
3. non-reappointment of probationary faculty (2.13.3)
4. separation due to prolonged mental or physical illness (2.13.4)
5. layoffs (2.13.5)
6. discipline and/or dismissal for cause (2.13.6)

### 2.13.1 Resignation

Resignation is an action by which faculty members announce their intention to sever their relationships with the college [university].

#### 2.13.1.1 Resignation Effective at the End of a Contract Period

Ordinarily a resignation is an announcement by a faculty member that he or she will be leaving the college [university] at the end of the current contract year. Because of the importance of planning for a replacement, faculty members should provide written notice of resignation to the

provost, with a copy to the department chair [and/or the dean of the School of Theology], at the earliest possible time, but no later than the deadline for the return of contracts for the following year (as described in Section 2.2.4).

#### 2.13.1.2 Resignation Effective before the End of a Contract Period

Although extremely rare, it is possible for a faculty member to seek to be released from a contract with the college [university] before its completion. A faculty member seeking release from contract should make a written request to the provost, with a copy to the department chair [and/or the dean of the School of Theology] at the earliest possible date. All such resignations are subject to approval by the college [university]. In light of the extreme hardship such resignations cause, they are approved only in highly unusual circumstances.

#### 2.13.1.3 Resignation of Benedictines of Saint Benedict's Monastery [Saint John's Abbey]

Faculty members who are sisters of Saint Benedict's Monastery [monks of Saint John's Abbey] are subject to reassignment by the prioress [abbot] to duties outside of the college [university]. A tenured/tenure-track faculty member so reassigned may request a leave from the college [university] in accord with Section 2.11.4. If the reassignment lasts longer than the maximum allowable time for such leaves, the sister [monk] resigns, but may be reappointed by the president at a later date, regaining previous faculty status. Such reappointment is subject to the usual procedures for preferential hiring, as described in Sections 2.3.3 and 3.1.

### 2.13.2 Retirement

CSB/SJU define retirement as a voluntary separation of employment at a minimum age of 55. (Refer to the benefits section of this handbook for information on eligibility requirements to receive health insurance and tuition remission benefits upon retirement.)

In accord with federal law, retirement occurs at the option of the faculty member, who should give due notice to the provost. After retirement, any appointments to the faculty are on a term-appointment basis (see Sections 2.1.4 and 2.1.5) and are mutually agreed upon by the individual faculty member and the dean of the faculty in consultation with the appropriate department chair [and/or the dean of the School of Theology].

A description of the status and privileges of retired faculty members is contained in Section 2.12.3.

#### 2.13.2.1 Early or Phased Retirement

The college [university] occasionally develops extraordinary procedures both for early retirement and for a gradual reduction in teaching obligations for faculty members nearing retirement. Interested faculty members should contact the provost or dean of the faculty for details.

### 2.13.3 Non-reappointment of Probationary Faculty

Even though probationary contracts are renewable annually (in accord with Sections 2.2.1.2 and 2.6.1), legitimate reasons for non-reappointment of a probationary faculty member may include but are not limited to the following:

1. unfavorable reviews of the faculty member's performance based on the expectations identified in Sections 2.5 and/or 2.10,
2. cancellation of or change in a program (as defined in Section 2.13.5.1.1),
3. declining enrollment,
4. need for reduction in staff, and/or

5. incongruence between the teaching interests of the faculty member and the educational goals of the college [university].

Following completion of the evaluation process (described in Section 2.6) appropriate for the probationary faculty member that year, any decision not to reappoint such a faculty member is made by the president, following consultation with the provost, dean of the faculty, dean of curriculum and assessment, department chair [the dean of the School of Theology if appropriate], and acting in accord with the college's [university's] policy on nondiscrimination (see Section 2.0.1).

### 2.13.3.1 Notice of Non-reappointment

Notice of non-reappointment of a probationary faculty member must be given in writing by the following dates:

1. in the first academic year of service, on or before March 1 (or at least 90 calendar days prior to the expiration of an initial, one-academic-year appointment, if it expires during an academic year);
2. in the second academic year of service, on or before December 15 (or at least 180 calendar days prior to the expiration of the appointment if it expires during an academic year); or
3. in the third or a subsequent year of service, on or before April 1 of the year prior to a final contract year, with the following exception: pending completion of a third-year review process, notice must be given by May 1.

In the event of a decision by the president not to renew a probationary appointment, the faculty member must be informed of the decision in writing. Upon subsequent written request to the provost within 30 days of the issuance of the president's decision, the faculty member must be advised in writing of the reasons which contributed to that decision, with such reasons being given within 30 days of the faculty member's written request.

### 2.13.3.2 Appeal of Non-reappointment

A probationary faculty member who has not been reappointed may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3.

## 2.13.4 Separation Due to Prolonged Mental or Physical Illness

When a mental or physical illness becomes prolonged, the department chair, [and/or the dean of the School of Theology] the provost, dean of the faculty, and/or dean of curriculum and assessment consult with the faculty member in an attempt to assist with the problem, including investigating the possibility of a formal leave. The college [university] may terminate a faculty contract in situations where a prolonged mental or physical illness or disability prevents the faculty member from fulfilling all or a substantial part of faculty responsibilities.

Upon request from the college [university], the faculty member shall present medical evidence of his or her state of health to the provost. Upon written request from the faculty member to the provost, the Rank and Tenure Committee will review the situation and send its recommendation concerning termination to the provost and the candidate. This recommendation becomes part of the provost's eventual report to the president.

In all such cases, the college [university] will make every effort to work within the disability program to ease the burden of any such termination as far as is contractually possible.

### 2.13.4.1 Prolonged Illness of Non-tenured Faculty

In the event that a non-tenured faculty member is unable to perform all or a substantial part of faculty responsibilities for a period in excess of six months, the college [university] may terminate the appointment, ordinarily effective at the end of the contract period. During the period of the prolonged illness, the absence will be coordinated with the faculty member's accrued sick leave, the provisions of the Family Medical Leave Act, and other applicable state or federal laws, rules, and regulations on leaves.

Termination of the contract of a non-tenured faculty member before the end of a contract period must be based upon medical evidence that the faculty member is and will be unable to perform the terms, conditions, and normal duties of the contract despite reasonable accommodation by the college [university]. The faculty member or his or her representative must be informed in writing of the reasons for the proposed action and must be afforded an opportunity to respond. After appropriate consultation, the president makes a final decision on the matter.

### 2.13.4.2 Prolonged Illness of Tenured Faculty

If a tenured faculty member is unable to perform all or a substantial part of his or her responsibilities for a period of more than six months, he or she may request a leave of absence without pay, following the regular procedures and time limits in Section 2.11. If sufficient recovery does not occur before the end of those time limits, the college [university] may terminate such a continuous contract at the end of a contract period. During the period of the prolonged illness the absence will be coordinated with the faculty member's accrued sick leave, the provisions of the Family Medical Leave Act, and other applicable state or federal laws, rules, and regulations on leaves.

The decision to terminate is made by the Executive Committee of the Board upon recommendation of the president and following appropriate consultation during which the faculty member or his or her representative has been informed of the reasons for the proposed action and has been afforded an opportunity to respond. The president makes a recommendation on the matter to the Executive Committee of the college's [university's] Board of Trustees, which makes the final decision.

### 2.13.4.3 Appeal of Termination Due to Illness

A faculty member whose contract has been terminated by the college [university] due to prolonged mental or physical illness may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3.

## 2.13.5 Layoffs

Layoff is a separation action by which the college [university] terminates the appointment of a tenured/tenure-track faculty member without prejudice as to his or her performance. Although probationary faculty members may face non-reappointment in accord with Section 2.13.4 for the same reasons cited in this section, the pervasive effects of the forces causing layoffs ordinarily call for the broader policy considerations in this section to govern the layoff of both tenured and probationary faculty.

### 2.13.5.1 Reasons for Layoff

#### 2.13.5.1.1 Major Academic Changes

Layoffs of tenured or non-tenured faculty may occur as the result of a major academic change, including discontinuation of a curricular requirement, an academic program or a department in whole or in part. A program is a coherent sequence of courses and/or education activities which offers a student an in-depth study of a field, discipline, or interdisciplinary focus, e.g., the Honors Program. Decisions about such major changes are made by the president upon receiving

recommendations from the provost and the Joint Faculty Assembly in accordance to Section 2.14.

#### **2.13.5.1.2 Financial Emergency**

Financial emergency is a rare and serious institutional crisis that requires urgent action on the part of the college [university] to reduce expenditures in response to reduced revenues. The college's [university's] Board of Trustees establishes and reviews the criteria for determining a financial emergency. The Board, upon recommendation of the president, who will have consulted with the faculty assembly, formally declares a financial emergency if the Board judges a financial crisis meets the criteria. Because of the severity of the effects of financial emergency, the Board, president, and provost should make every effort to involve the faculty in the deliberation process leading up to such a declaration.

Subsequently, the faculty shall be represented in administrative processes relating to program reorganization and/or the curtailment or termination of instructional programs through the Coordinating Committee for Academic Policies and Standards and in other ways listed below. The president and the Board have final authority in all matters related to financial emergency.

#### **2.13.5.2 General Procedures for Layoffs**

All deliberations related to the major academic changes or financial emergency described above must consider the mission and goals of the college [university]. In order to protect the academic integrity of the curriculum, the decision-making process concerning layoffs should include tenure, rank, seniority, Benedictine preference, gender and racial composition, and a balance between the college and Saint John's University [the university and the College of Saint Benedict].

In situations requiring layoffs, the provost in consultation with the Coordinating Committee for Academic Policies and Standards and the Joint Faculty Assembly shall recommend action to the president, who will recommend action to the Board for approval. Such action may be to eliminate departments or programs in whole or in part or to distribute layoffs throughout the faculty so as to prevent the elimination of any program or department.

The college [university] will make a good faith effort to assist any tenured/tenure-track faculty member who is laid off in finding employment either at the college [university] or elsewhere. No replacement for such a laid off faculty member will be hired within a period of three years unless the terminated faculty member has been offered reappointment under conditions comparable to those held at the time of layoff and has been given 60 days after written notice of an offer of reappointment within which to accept in writing. It shall be the duty of any laid off faculty member to keep the college [university] informed of his or her current address for purposes of this section. Notice sent to this address by the college [university] shall be presumed received if sent by certified mail.

#### **2.13.5.3 Specific Procedures Concerning Layoffs**

##### **2.13.5.3.1 Notice of Layoff**

In the case of layoffs due to major academic changes, probationary faculty must receive notice by the deadlines indicated in Section 2.13.3.1. Tenured faculty must be notified by April 1 of the year prior to their final contract year.

In the case of layoffs due to financial emergency, the appointment of a probationary faculty member may be terminated at the end of the current academic term in progress on the date of the decision of the Boards to declare financial emergency. With the exception of the situation described in "Change in Contract Deadlines," Section below, tenured

faculty must be notified by April 1 of the year prior to their final contract year.

##### **2.13.5.3.2 Change in Contract Deadlines**

In the event of an actual or likely financial emergency, where short notices and effective action are necessary, the president, after consultation with the provost and the Coordinating Committee for Academic Policies and Standards, may decide to postpone the issuance of contracts until May 31 and to serve notice by April 1 to non-tenured faculty of layoff after the current contract year pending a final decision on the severity of the financial problem. Such layoff of non-tenured faculty will become final only if a declaration of financial emergency is made by the Boards by May 31.

In the situation where the issuance of contracts is postponed, and the Boards declare a financial emergency, tenured faculty members must receive notice of layoff from the president no later than May 31 of the year prior to their final contract year.

##### **2.13.5.3.3 Decisions Concerning Layoffs**

Decisions to lay off specific faculty are made by the president after receiving recommendations from the provost, who will have consulted with the dean of the faculty and dean of curriculum and assessment, the Rank and Tenure Committee, and appropriate program directors and department chairs, and the prioress [abbot] concerning issues of Benedictine preference.

As a part of the deliberation process leading up to a final decision by the president, the provost shall provide the appropriate committees (and make available to other interested parties) documentation concerning program integrity and the quality of the curriculum, as well as concerning tenure, rank, degrees, and seniority, enrollment and credit hours, gender and racial diversity, Benedictine presence, the locus of faculty appointment (both departmental and institutional), and other relevant issues.

##### **2.13.5.3.4 Order of Layoff Within a Department or Program**

1. Prior to involuntary dismissals, the following voluntary measures should be investigated:
  - a. If a department must get by with one fewer person, it should consider retaining all faculty members but with a reduced salary and workload for each. Such an alternative should not be implemented without the consent of all affected department members.
  - b. The possibility of voluntary early or phased retirement should be investigated.
2. If necessary, involuntary reductions will occur in the following order:
  - a. In the case of a layoff caused by a major academic change, the first to be laid off within an academic department or program should be any administrators teaching there, except as necessary to avoid serious distortion of program integrity.
  - b. Term-appointment faculty members (i.e., those who are neither probationary nor tenured) will be terminated next, except as necessary to avoid serious distortion of program integrity.
  - c. Faculty members with probationary contracts are ordinarily terminated next, employing the criteria in the "General Procedures for Layoffs," Section 2.13.5.2 above.
  - d. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where serious distortion of the academic program would result, employing the criteria in the "General Procedures for Layoffs," Section 2.13.5.2 above. The

provost, in consultation with the dean of the faculty, and dean of curriculum and assessment, department chairs, and the Rank and Tenure Committee, makes a recommendation concerning extraordinary circumstances to the president who makes the final decision.

#### 2.13.5.4 Appeal of Layoff

A faculty member whose contract has been terminated due to layoff may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3. A layoff will not be delayed if an ongoing grievance is not completed by the effective date of the layoff; nor will the grievance procedure be interrupted or denied because a layoff has already occurred.

### 2.13.6 Discipline and/or Dismissal for Cause

Dismissal for cause is a severance action by which the college [university] terminates its contract with a faculty member for just cause. Any faculty member is subject to action under this section.

Just cause for dismissal must be directly and substantially related to the fitness of a faculty member to continue in his or her professional capacity and shall be determined in each instance by the president in accordance with the procedures outlined below.

Dismissal for cause will not be used to restrain a faculty member's academic freedom. Although affirming academic freedom as a right, the college [university] recognizes that, in some circumstances, the questions of academic freedom become enmeshed in questions of professional incompetence and irresponsibility. In the effort to distinguish between the sometimes-confused issues, the guiding principle is that charges of professional incompetence or irresponsibility shall not be used to limit academic freedom; nor shall appeals to academic freedom be acceptable as a shield for professional incompetence or irresponsibility.

#### 2.13.6.1 Grounds for Discipline and/or Dismissal

Discipline and/or Dismissal proceedings may be instituted on the basis of the following grounds:

1. professional incompetence;
2. continued neglect of academic responsibilities in spite of oral and written warnings;
3. serious personal misconduct;
4. deliberate and serious violation of the rights and freedom of other faculty members, administrators, or students;
5. conviction of a crime directly related to the faculty member's fitness to practice his or her profession;
6. serious failure to follow the canons and professional ethics of his or her discipline;
7. falsification of credentials and experience; or
8. failure to comply with professional or academic policy within the faculty handbook after oral and written warnings.
9. A violation of the Title IX and Sexual Misconduct Policy of the College of St. Benedict and St. John's University (the "Sexual Misconduct Policy") (in which case the Sexual Misconduct Policy, set forth in Section 3.5.1 of this Handbook, will be followed).

[Saint John's University Handbook only: Faculty members who are monks of Saint John's Abbey or who are employed as agents of other religious institutes, or who are Catholic priests, may be dismissed for lack of canonical good standing.]

#### 2.13.6.2 Progressive Discipline of Faculty Members

Ordinarily, dismissal for cause will be preceded by a written admonition from the appropriate administrative officer describing the alleged problem and warning that the faculty member's contract status is in jeopardy. (See Section 2.13.6.4, "Urgent Action," for the exception.) The warning must also stipulate a period of time within which the correction of the alleged problem is expected. If the faculty member does not contest the allegation and fulfills his or her duties, the matter is settled. If the faculty member fails to correct the problem, dismissal procedures or a lesser sanction may be applied.

#### 2.13.6.3 Action Short of Dismissal

Depending on the circumstances and the past merits of the faculty member, the president, for one or more causes listed in Section 2.13.6.1, may elect to impose a disciplinary action short of dismissal, such as temporary suspension for up to a year (with total or partial discontinuance of all salaries and benefits), suspension of all promotion and salary increments, or the suspension or withdrawal of all faculty privileges. A violation of the Title IX and Sexual Misconduct Policy may include a variety of institutional responses.

#### 2.13.6.4 Urgent Action

In unusual circumstances, the president may take disciplinary action without previous citation or warning. An immediate suspension of a faculty member may occur when it is determined by the president that there is a strong likelihood that the faculty member's continued presence poses an immediate threat of harm to the college [university], to its students, or to other individual members of the college [university] community. Such suspension shall be with pay and shall last only as long as the threat of harm continues or until dismissal for cause occurs.

#### 2.13.6.5 Dismissal Procedures

Dismissal for cause will include the following steps, with the exception of dismissal for cause due to a violation of the Title IX and Sexual Misconduct Policy.

1. Written notice is provided to the faculty member from the provost that a recommendation of a dismissal for cause will be made to the president. This notice shall contain a written statement of the grounds on which the recommendation is to be made and a brief summary of information supporting such grounds.
2. A reasonable opportunity is made available for the faculty member to meet with the provost to present his or her defense against the dismissal recommendation before the provost's recommendation is formally made.
3. A reasonable opportunity is made available for the faculty member to meet with the president to present his or her defense against the dismissal recommendation prior to the president's decision, unless the president has already decided against dismissal.

In any case involving dismissal for cause, with the exception of violations of the Title IX and Sexual Misconduct Policy, the burden of proof that just cause exists shall be on the college [university], which proof shall be by clear and convincing evidence in the record considered as a whole. In cases involving dismissal for cause due to a violation of the Title IX and Sexual Misconduct Policy, the preponderance of evidence standard shall apply. (Effective 7-12-20; Approved by CSB/SJU Boards of Trustees using the Emergency Procedure as described in the faculty handbook 2.16.4.1).

The Rank and Tenure Committee shall serve in an advisory capacity to the president and will review cases at the request of the president or the faculty member being disciplined for cause, whether the threatened

sanction is dismissal or some action short of dismissal. The president's decision after such a review shall be final.

#### 2.13.6.6 Appeal of Dismissal for Cause

A faculty member subject to action short of dismissal or whose contract has been terminated for cause may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3.

## 2.14 Academic Program Reduction, Impaction, Merger, and Closure

### 2.14.1 Overview

The implementation of the Boards' policy on "Academic Program Reduction, Impaction, Merger, and Closure" requires a process consistent with the faculty's leadership role in the curriculum. This policy is focused on making changes in some parts of the academic program with a reallocation of resources to other parts of the academic program with the overall result of enhancing learning and sustaining more effectively the Academic Commitments to the Missions. The consultative process involves distinct steps and specific forms of review of evidence prior to the president's making a recommendation to the Boards regarding change in the academic program offered by Saint John's University and the College of Saint Benedict.

This policy establishes the procedures, criteria and data sources to be used in any "major academic changes," within the meaning of 2.13.5.1.1.

### 2.14.2 Definitions

For the purposes of this policy, the following terms are defined as follows:

1. "Academic program" refers to a coherent sequence of courses and/or educational activities which offers a student an in-depth study of a field, discipline, or interdisciplinary focus.
2. "Program reduction" refers to the elimination of part of an academic program; a "part" may be a sequence of courses, a track, a concentration, or a minor in a major field or program of studies offered to students in the catalog.
3. "Program impaction" refers to a very significant restriction of program investment beyond typical administrative management practice to minimize extraordinary negative programmatic investment/expenditure impacts on other academic programs and/or the faculty more generally.
4. "Program merger" refers to the combination, through administrative action, of the faculty of two or more academic programs and/or departments; one consequence of program merger could be program reduction.
5. "Program closure" refers to the elimination of an academic program (usually a major or concentration) offered to students in the catalog.

### 2.14.3 Process

The process leading to the reduction, impaction, merger or closure of academic programs may originate in either of the following ways:

1. Within the faculty committee system, Academic Budget and Planning Committee (ABPC) and Coordinating Committee for Academic Policies and Standards (CCAPS) may bring motions to the Joint Faculty Assembly to recommend the reduction, impaction, merger or closure of an academic program(s)
2. Through the provost

### 2.14.4 The Process When Policy is Initiated by the Provost

Implementation of this policy shall be initiated by the provost and must, before any recommended reduction, impaction, merger or closure is implemented, follow the following distinct steps:

1. Declaration of intent to activate the policy;
2. Announcement of specific recommendations;
3. Committee deliberation and action;
4. Joint Faculty Assembly deliberation and action;
5. Final action by president;
6. Final action by Boards.

#### 2.14.4.1 Declaration

1. Declaration and Consultation

The chair and vice-chair of the Joint Faculty Assembly and the Faculty Governance Coordinating Committee are informed of the administrative intent to activate the policy through the provost who will consult with the president/s, deans and finance officers about the appropriateness and necessity of implementing the policy in any given year. Any administrative declaration which seeks implementation during an academic year must be made on or before the first working day in September of that academic year. The declaration by the provost will specifically identify the program/s under review for potential policy action during the academic year.

The academic administration is limited to using the procedures of this policy in unusual circumstances and in accordance with Board policy for the sake of academic quality and responsible investment in the range and depth of academic program and majors offered.

The provost will consult with the Coordinating Committee for Academic Policies and Standards and the Academic Budget and Planning Committee. No *ad hoc* committees will be formed except as subcommittees or task forces from those committees at the action of the committee chairs or the leadership of the Joint Faculty Assembly.

The provost is obligated to consult as defined by the review process with the and departmental or program chairs of academic units to be affected by the policy as applied to any specific academic program. The Office of Institutional Research and Assessment will be required to provide a specific limited enrollment impact comment on any programs or departments that would be affected by any proposed policy action.

2. Providing Evidence and Information Supporting Declaration

At the time of the declaration, and to the extent feasible, the provost will provide to the faculty information on academic programs under review, with comparisons to other College of Saint Benedict/Saint John's University academic programs, including:

An analysis of "program centrality" to the academic mission, including

- a. History of the program at these institutions;
- b. Program's place within the coordinate and institutional mission statements;
- c. Program's place within the current strategic plan;
- d. Relationship to the Catholic, Benedictine and liberal arts traditions of the institutions;
- e. Other aspects pertinent to the program's fit within the academic mission.

The following data on academic programs:

- i. Number of majors awarded or students completing the program;
  - ii. Number of majors or program students per FTE faculty member;
  - iii. Student credit hours per FTE faculty member;
  - iv. Faculty compensation program costs per student credit hour;
  - v. Departmental non-compensation and support and administrative compensation costs per student credit hour;
  - vi. Capital or extraordinary program costs per student credit hour.
3. Data may be presented in a variety of ways chosen by the provost; however, they also must be presented as three-year moving averages. The data will be provided for the previous six academic years, or if the program has existed for fewer than six years, for all available years.
  4. The provost may also provide other data pertinent to the program to assess its institutional contribution.

#### 2.14.4.2 Announcement of Specific Recommendations

The completion of the process from declaration of intent to activate this policy to the announcement of the provost's specific recommendations on program reduction, impaction, merger, and closure shall be not less than 20 working days (with "working days" defined by Section 4.1.3). At the time of the announcement of the provost's recommendations, the provost shall provide a written statement explaining which of the following reasons support the recommendation:

1. An academic program or major can be found to be not as central to the achievement of the Academic Commitments to the Missions, as other academic programs or majors because resources need to be reallocated to other higher priority academic programs and majors.
2. The level of academic quality expected of the liberal arts character of the institutions is not being consistently met by the program or major.
3. The academic set of programs and majors as a whole are beyond long-term institutional fiscal resources to support them all appropriately.
4. Student demand for the program or major has reached an unviable status in terms of cost of student learning.
5. Necessary investments to achieve or sustain acceptable levels of academic quality for the program or major cannot be supported.

#### 2.14.4.3 Committee Deliberation and Action

Following the announcement of the provost's recommendations, the Coordinating Committee for Academic Policies and Standards and Academic Budget and Planning Committee will formulate resolutions regarding the provost's recommendations, during a period of time not to exceed 20 working days. During this time, faculty in affected programs are obligated to present whatever perspectives and evidence they may have, regarding the provost's recommendations, to the committees. Within this time period, faculty committees in the consultative process

are required to make recommendations to the Faculty Senate for proposed actions for each specific programmatic recommendation.

#### 2.14.4.4 Joint Faculty Assembly Deliberation and Action

1. The Joint Faculty Assembly will receive and evaluate recommendations regarding the provost's recommendations from the Coordinating Committee for Academic Policies and Standards and the Academic Budget and Planning Committee for Joint Faculty Assembly action.
2. Resolutions may be proposed, amended and voted on by the Joint Faculty Assembly in accordance with its usual procedures. Following the vote of the Joint Faculty Assembly, the Coordinating Committee for Academic Policies and Standards, will prepare a written report, to be delivered to the president, summarizing the faculty discussion and the reasons for the vote. The president shall consider such written report prior to making a recommendation to the Boards.
3. Joint Faculty Assembly action will occur in a timely manner, within 20 working days of the completion of the committee action phase.
4. Data to be used in review process by all parties:
  - a. Trend data, particularly over the past 10 years (to the extent feasible) will be extensively used.
  - b. Data for the review may come from many sources of information, including but not limited to:
    - i. Integrated Postsecondary Education Data System (IPEDS)
    - ii. Program reviews,
    - iii. Academic assessment plans,
    - iv. Departmental annual reports,
    - v. Statistics from the Office of the Registrar,
    - vi. General education contribution information,
    - vii. Student and alumni achievement data,
    - viii. Accreditation reports where they are relevant,
    - ix. Board of Trustees approved Strategic Plan,
    - x. Enrollment Management statistics.
5. Criteria to be used in assessing any recommended program action are:
  - a. Centrality of program to academic mission
  - b. Quality
  - c. Cost
  - d. Potential for growth and quality

#### 2.14.4.5 Final Action by President and Boards

The president will make a final recommendation to the Boards for their approval. The final results of Joint Faculty Assembly actions will be forwarded for full consideration by the Student Experience Committees of the Boards through the provost and the faculty representative to that committee. The recommendations of the provost and the recommendations of the president will also be forwarded to the Student Experience Committees at that time. Presentation of faculty actions and deliberations will take place at the meeting or meetings scheduled for final committee recommendation and action to the Boards. As the Student Experience Committees of the Boards and the full Boards deliberate on programmatic recommendations under the Boards' policy, they will consider, among a number of other things, any written faculty votes, resolutions and reports. Opportunities will be provided in the meeting agenda of the Student Experience Committees and the Boards, at which final action on a proposed academic program reduction, impaction, merger or closure is scheduled to be taken, for the chair and

vice-chair of the Joint Faculty Assembly to address the committee and the Boards prior to final determinative action.

The faculty's advisory role is to be honored to the largest extent feasible given its leadership role in curriculum development and quality assurance relative to all academic programs and departments. The Boards' role is determinative related to its exercise of its governance responsibilities.

If any decision results in the involuntary layoff of any faculty member, all requirements of faculty handbook Section 2.13 will be followed.

In implementing this policy, all requirements of the Higher Learning Commission, that students admitted to a program be permitted to finish that program before it is eliminated, will be followed.

## 2.15 Grievance Procedure

### 2.15.1 Intent

The college [university] recognizes the importance of a process for attending to grievances properly, without fear of prejudice or reprisal on the part of anyone bringing a grievance or anyone being grieved against. Accordingly, the college [university] encourages the informal and prompt settlement of grievances and, if necessary, the use of the orderly processes set forth in this grievance procedure, designed to protect due process and academic freedom and to respect professional conduct.

With the exception of the Non-Discrimination and Harassment Policy and the Title IX and Sexual Misconduct Policy (Section 3.5), the college [university] intends that these procedures be the sole method for the resolution of all grievances.

When a grievance substantially similar to a grievance initiated under these procedures has been filed with an outside agency, the grievant shall agree to postpone it, if possible, until the college [university] grievance procedure has run its course. An exception may be made to this policy when a delay, caused by the time needed to complete the college [university] grievance procedure, interferes with the grievant's opportunity to pursue the outside claim. This exception applies only to claims with an outside agency, not to bringing suit in a court of law. In addition, any grievance which has been filed and resolved by an outside agency cannot then be presented as a grievance under these procedures.

### 2.15.2 Scope of the Grievance Procedure

The scope of this grievance procedure is limited.

1. The grounds for any grievance are limited to those identified in Section 2.15.3.
2. The objectionable action(s) being grieved must fall under policy, procedures, rights, and/or standards of conduct identified in Part II (including its appendices), Part III, or Part IV.
3. Allegations related to the Title IX and Sexual Misconduct Policy are to be investigated employing the process set forth therein, and not this grievance procedure. Similarly, allegations related to the College of Saint Benedict and Saint John's University Non-Discrimination and Harassment Policy are to be investigated according to the policy and not this grievance procedure.

If a faculty member simultaneously alleges a grievable violation and discrimination and/or harassment or sexual misconduct violation, the allegations will be separated, if possible, and both types of allegations will be investigated through their respective processes. If they cannot be separated, they will be investigated pursuant to the procedures of the College of Saint Benedict and Saint John's

University Non-Discrimination and Harassment Policy or the Title IX and Sexual Misconduct Policy as appropriate.

The college [university] strives to ensure that harassment and discrimination in violation of the College of Saint Benedict and Saint John's University Non-Discrimination and Harassment Policy and Title IX and Sexual Misconduct Policy do not occur. Faculty who have concerns about potential violations of either of these policies should bring those concerns to the attention of the Faculty Designated Person as soon as possible. If a faculty member is grieving allegations that are separable from, but related to, an alleged violation of the College of Saint Benedict and Saint John's University Non-Discrimination and Harassment Policy or the Title IX and Sexual Misconduct Policy, the grievance process may be delayed, at the direction of the provost, for a reasonable period not to exceed 60 days, pending the outcome of the appropriate procedure.

4. In particular, Parts I and V do not come under this grievance procedure.

### 2.15.3 Grounds for Initiating a Grievance

A grievance procedure may be initiated when a faculty member or a group of faculty members makes either or both of two types of claims: an allegation of a violation of rights, policies, procedures, or standards; or an allegation of inadequate consideration of the evidence. Although both types of allegations would be investigated by a single *ad hoc* grievance committee (in accord with Section 4.1 below), these two are distinguished because of the somewhat different procedures entailed in the latter case.

#### 2.15.3.1 Violation of Rights, Policies, Procedures, or Standards

A grievance may be initiated when a faculty member or group of faculty members claims that there has been:

1. A violation of policy or procedure of these institutions as set forth in the faculty handbook other than a violation of the College of Saint Benedict and Saint John's University Non-Discrimination and Harassment Policy or Title IX and Sexual Misconduct Policy; or
2. an infringement of the rights of an employee or employees of these institutions as set forth in the faculty handbook which relates to compensation, appointment or reappointment, tenure, promotion, dismissal, suspension, reassignment, or layoff; or
3. unprofessional conduct or a violation of the academic freedom and integrity standards applicable to faculty (Section 2.10).

#### 2.15.3.2 Inadequate Consideration

If a faculty member alleges that a decision by the college [university] concerning contract status, tenure, or promotion was based on inadequate consideration of the evidence, a grievance may be initiated. An allegation of inadequate consideration refers to a procedural rather than a substantive issue. The substance of a decision, i.e., the judgment as to what outcome is warranted by the evidence, is not grievable. Rather, the standard of adequate consideration suggests questions such as whether those named in a grievance sought out and conscientiously considered all relevant evidence and standards, whether they excluded irrelevant and improper evidence and standards, and whether they made a good faith exercise of professional academic judgment.

### 2.15.4 Grievance Procedures

The precise mechanism(s) for filing and dealing with a grievance are found in Section 4.1.

## 2.16 Procedures for Revision of the Faculty Handbook

The college [university] and the Joint Faculty Assembly commit their good faith efforts to the following procedures for revision of the faculty handbook in order to achieve agreement on policy issues affecting faculty employment. That commitment shall not prejudice the responsibility and authority of the college's [university's] Board of [Trustees] to exercise its prerogatives to govern and administer the college [university].

### 2.16.1 Scope of this Policy

The complete revision procedure outlined below governs all substantive revisions to the faculty handbook. See section 2.16.3 for the specific procedures for each part.

Editorial changes to the faculty handbook, which are not deemed to be substantive in nature by the Faculty Handbook Committee, are not governed by this revision process. Editorial changes to the faculty handbook are implemented by the Faculty Handbook Committee on an ongoing basis. Proposed editorial changes will be announced and posted electronically to allow for a period of ten (10) working days for discussion prior to implementation.

### 2.16.2 Proposed Revisions

With exception of proposals to revise Part I and Section 5.4, proposals governed by the policy can be made by the Faculty Handbook Committee or any person or group (i.e., committee, board, council) connected with the college [university]. Regarding proposals to revise Part I, see section 2.16.3.1. Regarding proposals to revise Section 5.4, see section 2.16.3.5.2. Persons or groups wishing to propose revisions to parts II, III, IV or V of the Handbook must consult with the chair of the Faculty Handbook Committee to obtain the most current guidelines for making such a proposal.

### 2.16.3 Processing of Proposals to Revise the Faculty Handbook

The procedures for processing proposed revisions vary in accordance with the part to which the revision is proposed.

#### 2.16.3.1 Procedures for processing proposals to revise Part I of the Faculty Handbook

Proposals to revise Part I of the faculty handbook are made by the administration and approved by the president in consultation with the provost.

The provost will notify the chair of the Faculty Handbook Committee of any revisions to Part I. The committee will review the handbook to determine the impact of the revision on other sections of the faculty handbook and will process revisions to other sections as needed, following the procedures of section 2.16.3. All revisions will be implemented and published as described in section 2.16.5.

#### 2.16.3.2 Procedures for processing proposals to revise Part II of the Faculty Handbook

Proposals for revision to Part II of the faculty handbook will be received by the Faculty Handbook Committee in accordance with published guidelines, which can also be obtained from the chair of the committee.

##### 2.16.3.2.a Review of Proposals by the Faculty Handbook Committee

The Faculty Handbook Committee will work in collaboration with the proposer(s) to devise language that reflects the intent of the proposer(s).

The committee will also review the handbook to determine the impact of the proposal on other sections. The committee will ensure that the language of the proposal is in accord with the format and style of the handbook; however, the committee takes no position on the merits of the proposal.

Once the Faculty Handbook Committee and the proposers have finalized the language, the proposal will be transmitted to the Executive Committee of the Senate who will send it to the Joint Faculty Senate for review.

##### 2.16.3.2.b Review of Proposals by the Joint Faculty Senate

When the Joint Faculty Senate considers the proposal, it will take one of the following actions:

1. Recommend the proposal to the Joint Faculty Assembly
2. Forward the proposal to the Joint Faculty Assembly without recommendation
3. Amend the proposal and forward the amended proposal to the Joint Faculty Assembly.
4. Return the proposal to the Faculty Handbook Committee with comments and/or instruction for further work.
5. Reject the proposal, subject to the appeals process described in section 5.4.2.2.e.

##### 2.16.3.2.c. Review of Proposals by the Faculty Assemblies of the College and University

If the Joint Faculty Assembly considers the proposal, it will take one of the following actions:

1. Approve the proposal as submitted
2. Amend the proposal and approve the amended proposal.
3. Return the proposal to the Faculty Handbook Committee with comments and/or instruction for further work.
4. Reject the proposal

Action to approve any revision to Part II is taken by each assembly separately. In any case, the proposal will not go forward unless approved by both Assemblies.

##### 2.16.3.2.d. Review of Proposals by the President

If a proposal is approved by both Faculty Assemblies, then, within five [5] working days of approval, the chair of the Faculty Handbook Committee will transmit the proposal to the provost who will communicate the proposal to the president. The Joint Faculty Assembly requests that upon receipt of the proposal from the provost, the president will take one of the following actions and transmit the decision to the provost:

1. Approve the proposal as presented
2. Return the proposal to the Executive Committee with comments and/or instruction for further work.
3. Reject the proposal
4. Delay the decision. In this case, the president should provide a rationale for the delay and an expected date for the final decision.

The provost will inform the chair of the Joint Faculty Assembly and the chair of the Faculty Handbook Committee of the president's decision within six calendar weeks of the provost's receipt of the proposal from the Faculty Handbook Committee.

Should the president reject the proposed amendment, the chair of the Faculty Handbook Committee, the provost and the officers of the Joint Faculty Assembly shall meet to discuss the next steps. These steps may

include further study, modification, and/or resubmission of the proposal to the Faculty Handbook Committee and the Joint Faculty Assembly (if necessary) and reconsideration by the president. If in agreement with the proposed amendment to the faculty handbook, the president submits it to the Boards.

#### **2.16.3.2.e Review of Proposals by the Boards of Trustees**

The Boards of Trustees will review the proposal according to their procedures.

#### **2.16.3.2.f Actions after Board Consideration**

If the Boards approve the proposal then within ten [10] working days of the action of the Boards, the provost will communicate the decision of the Boards to the chair of the Faculty Handbook Committee. All approved changes will be implemented and published as described in section 2.16.5

If the Boards do not approve the proposal, it will be returned to the Faculty Handbook Committee for further consideration. If adjustments are made, the Faculty Handbook Committee, in consultation with the Joint Faculty Assembly officers, will determine if the adjustments are deemed substantive and should be formally reconsidered by the Joint Faculty Assembly, or, if not, may be submitted directly to the president and the Boards for reconsideration.

The Faculty Handbook Committee notes that the Boards may act in concert to approve or reject a proposal, or either Board may approve explicitly a change in one Faculty Handbook that is not approved by the other. In any case, the Faculty Handbook Committee will not move the proposal forward unless approved by both Boards.

#### **2.16.3.3 Procedures for processing proposals to revise Part III of the Faculty Handbook**

The procedures for processing proposals for revisions to Part III of the faculty handbook are described in sections 3.0 and 3.0.1.

#### **2.16.3.4 Procedures for processing proposals to revise Part IV of the Faculty Handbook**

Proposals for revision to Part IV of the faculty handbook will be received by the Faculty Handbook Committee in accordance with published guidelines, which can also be obtained from the chair of the committee.

##### **2.16.3.4.a. Review of Proposals by the Faculty Handbook Committee**

The Faculty Handbook Committee will work in collaboration with the proposer(s) to devise language that reflects the intent of the proposer(s). The Committee will also review the Handbook to determine the impact of the proposal on other sections. The Committee will ensure that the language of the proposal is in accord with the format and style of the Handbook; however the Committee takes no position on the merits of the proposal.

Once the Faculty Handbook Committee and the proposers have finalized the language, the proposal will be transmitted to the Executive Committee of the Senate, who will send it to the Joint Faculty Senate for review.

##### **2.16.3.4.b. Review of Proposals by the Joint Faculty Senate**

The Joint Faculty Senate will consider the proposal and will take one of the following actions:

1. Approve the proposal as submitted
2. Amend the proposal and approve the amended proposal

3. Return the proposal to the Faculty Handbook Committee with comments and/or instruction for further work.
4. Reject the proposal

If the proposal is approved, either as submitted, or as amended, the chair of the Joint Faculty Assembly will so inform the chair of the Faculty Handbook Committee. Note that proposals for revisions of Part IV do not require further review by the Joint Faculty Assembly.

#### **2.16.3.4.c. Review of Proposals by the President**

If a proposal is approved by the Joint Faculty Senate, then, within ten [10] working days of approval, the chair of the Faculty Handbook Committee will transmit the proposal to the provost. Within ten [10] working days of receipt of the proposal from the chair, the provost will initiate review of the proposal with the president. The Joint Faculty Assembly requests that upon receipt of the proposal from the provost, the president will take one of the following actions and transmit the decision to the provost:

1. Approve the proposal as presented
2. Return the proposal to the Executive Committee with comments and/or instruction for further work.
3. Reject the proposal
4. Delay the decision. In this case, the president should provide a rationale for the delay and an expected date for the final decision.

The provost will inform the chair of the Joint Faculty Assembly and the chair of the Faculty Handbook Committee of the president's decision within four calendar weeks of the provost's receipt of the proposal from the Faculty Handbook Committee.

All approved changes will be implemented and published as described in section 2.16.5.

Should the president reject the proposed amendment, the chair of the Faculty Handbook Committee, the provost and the officers of the Joint Faculty Assembly shall meet to discuss the next steps. These steps may include further study, modification, and/or resubmission of the proposal to the Faculty Handbook Committee and the Joint Faculty Assembly (if necessary) and reconsideration by the president.

#### **2.16.3.5 Procedures for processing proposals to revise Part V of the Faculty Handbook**

Proposals for revision to Part V of the faculty handbook will be received by the Faculty Handbook Committee in accordance with published guidelines, which can also be obtained from the chair of the committee. Proposals for revision of all parts except Section 5.4 are processed as described in Section 2.16.3.5.1. Proposals for revision of Section 5.4 are processed as described in section 2.16.3.5.2.

##### **2.16.3.5.1 Procedures for Processing Proposals to Revise Sections 5.0 – 5.3 of the Faculty Handbook**

###### **2.16.3.5.1.a. Review of Proposals by the Faculty Handbook Committee**

The Faculty Handbook Committee will work in collaboration with the proposer(s) to devise language that reflects the intent of the proposer(s). The committee will also review the Handbook to determine the impact of the proposal on other sections. The committee will ensure that the language of the proposal is in accord with the format and style of the Handbook; however the committee takes no position on the merits of the proposal.

Once the Faculty Handbook Committee and the proposers have finalized the language, the proposal will be transmitted to the Executive Committee of the Senate who will either place the proposal on a future

agenda of the Joint Faculty Senate, or will return it to the Faculty Handbook Committee with comments and/or instruction for further work.

#### **2.16.3.5.1.b. Review of Proposals by the Joint Faculty Senate**

The Joint Faculty Senate will consider the proposal and will take one of the following actions:

1. Approve the proposal as submitted
2. Amend the proposal and approve the amended proposal.
3. Return the proposal to the Faculty Handbook Committee with comments and/or instruction for further work.
4. Reject the proposal

If the proposal is approved, either as submitted, or as amended, the chair of the Joint Faculty Assembly will so inform the chair of the Faculty Handbook Committee. Note that proposals for revisions of sections 5.0 – 5.3 do not require further review by the Joint Faculty Assembly.

#### **2.16.3.5.1.c Review of Proposals by the President**

If a proposal is approved by the Joint Faculty Senate, then, within ten [10] working days of approval, the chair of the Faculty Handbook Committee will transmit the proposal to the provost. Within ten [10] working days of receipt of the proposal from the chair, the provost will initiate review of the proposal with the president. The Joint Faculty Assembly requests that upon receipt of the proposal from the provost, the president will take one of the following actions and transmit the decision to the provost:

1. Approve the proposal as presented
2. Return the proposal to the Executive Committee with comments and/or instruction for further work.
3. Reject the proposal
4. Delay the decision. In this case, the president should provide a rationale for the delay and an expected date for the final decision.

The provost will then inform the chair of the Faculty Handbook Committee of the president's decision within four calendar weeks of the provost's receipt of the proposal from the Faculty Handbook Committee.

All approved changes will be implemented and published as described in section 2.16.6

Should the president reject the proposed amendment, the chair of the Faculty Handbook Committee, the provost and the officers of the Joint Faculty Assembly shall meet to discuss the next steps. These steps may include further study, modification, and/or resubmission of the proposal to the Faculty Handbook Committee and the Joint Faculty Assembly (if necessary) and reconsideration by the president.

#### **2.16.3.5.2 Procedures for Processing Proposals to Revise Section 5.4 of the Faculty Handbook**

Section 5.4 is the Constitution of the Joint Faculty Senate, and, as such, proposals for revision of section 5.4 of the faculty handbook are amendments to the Constitution. Such amendments are proposed by the Joint Faculty Senate or the Joint Faculty Assembly according to the provisions of section 5.4.2.2.f.1, that is, either by the Joint Faculty Senate or petition of the faculty. In either case the chair of the Joint Faculty Senate will transmit the proposal to the chair of the Faculty Handbook Committee.

#### **2.16.3.5.2.a. Review of Proposals by the Faculty Handbook Committee**

The Faculty Handbook Committee will work in collaboration with the Executive committee of the Joint Faculty Senate to devise language that reflects the intent of the proposer(s). The Faculty Handbook Committee will also review the Handbook to determine the impact of the proposal

on other sections. The Faculty Handbook Committee will ensure that the language of the proposal is in accord with the format and style of the Handbook; however the Faculty Handbook Committee takes no position on the merits of the proposal.

Once the Faculty Handbook Committee and the Executive Committee have finalized the language, the chair of the Joint Faculty Senate will submit the proposal for electronic vote by the Joint Faculty Assembly according to the provisions of section 5.4.2.2.f.2.

#### **2.16.3.5.2.b Review of Proposals by the President**

If a proposal is approved by the Joint Faculty Assembly, then, within ten [10] working days of approval, the chair of the Faculty Handbook Committee will transmit the proposal to the provost. Within ten [10] working days of receipt of the proposal from the chair, the provost will initiate review of the proposal with the president. The Joint Faculty Assembly requests that upon receipt of the proposal from the provost, the president will take one of the following actions and transmit the decision to the provost:

1. Approve the proposal as presented
2. Return the proposal to the Executive Committee with comments and/or instruction for further work.
3. Reject the proposal
4. Delay the decision. In this case, the president should provide a rationale for the delay and an expected date for the final decision.

The provost will inform the chair of the Joint Faculty Assembly and the chair of the Faculty Handbook Committee of the president's decision within four calendar weeks of the provost's receipt of the proposal from the Faculty Handbook Committee.

All approved changes will be implemented and published as described in section 2.16.5.

Should the president reject the proposed amendment, the chair of the Faculty Handbook Committee, the provost and the officers of the Joint Faculty Assembly shall meet to discuss the next steps. These steps may include further study, modification, and/or resubmission of the proposal to the Faculty Handbook Committee and the Joint Faculty Assembly (if necessary) and reconsideration by the president.

## **2.16.4 Emergency Procedure**

### **2.16.4.1 Emergency Amendments to Part II or Its Appendices**

When the Faculty Handbook Committee, the president, and the chair of the Joint Faculty Assembly agree that in the best interests of the college [university] an immediate modification in Part II is necessary, they may petition, through the president, the provost, and the chair of the Boards of Trustees, for a special Board review of a specific change at the next regular or an emergency meeting of the Board. It shall be fully at the discretion of the Boards of Trustees to accept or reject such a petition.

### **2.16.4.2 Emergency Amendments to Part IV or Part V**

When the Faculty Handbook Committee, the president, the provost, and the chair of the Joint Faculty Assembly agree that in the best interests of the college [university] an immediate modification in Part IV or Part V is necessary, they may call a special meeting of the Joint Faculty Assembly in accord with Assembly procedure for the purpose of voting on the proposed modifications.

## 2.16.5 Rules of Implementation

### 2.16.5.1 Implementation of Revisions to Part II

Any amendments to the contractual portions of the faculty handbook (i.e., Part II or its appendices) that are approved in accord with this policy by the date of the issuance of faculty contracts (see Section 2.2.4) will take effect with the start of the next contract year. Any grand-parenting provision will be specific to a given policy and so noted in specific language. Amendments to the contractual portions of the faculty handbook that are approved after the date of the issuance of faculty contracts may take effect prior to the start of the next contract year upon the mutual consent of the Joint Faculty Assembly, the president, and the Boards of Trustees.

### 2.16.5.2 Implementations of Revisions to Parts I, II, IV and V

Amendments to all other parts of the faculty handbook (i.e., Parts I, III, IV, and V) may become effective at once or at a later time, as determined by those responsible for their approval.

### 2.16.5.3 Access to the Current Faculty Handbook

1. The provost shall be responsible for keeping the official record of all revisions to the faculty handbook.
2. All new members of the faculty shall receive a link to the on-line faculty handbook by the time of their initial offer.
3. A current copy of the faculty handbook will be available on-line.

## Appendices to Part II

### a. Policy on Consensual Romantic or Sexual Relationships Between Faculty Members

#### Purpose

The College of Saint Benedict (CSB) and Saint John's University (SJU) are committed to maintaining a campus environment characterized by fair, professional and ethical behavior. To this end, members of the faculty are expected to avoid apparent or actual conflicts of interest, favoritism, bias or exploitation. Thus, it is in the interest of the college and university to provide clear direction to the faculty about the risks associated with consensual romantic or sexual relationships with faculty colleagues.

As the Title IX and Sexual Misconduct Policy of the college and university states, consensual sexual or romantic relationships may become the basis for a claim of sexual harassment or sexual misconduct. A faculty colleague may feel that he or she is not free to discontinue a relationship or to say no to a particular act because of the faculty member's power to make or influence decisions which reward or punish the colleague.

In addition, such relationships can affect other members of the campus community adversely and give rise to conflict of interest concerns. A consensual romantic or sexual relationship may create a perception that the processes of evaluation, reward and discipline are unfairly biased and affected by favoritism. The relationship may make the workplace uncomfortable for other faculty colleagues, students, or staff.

#### 1. Policy Statement

It is the policy of CSB and SJU that a faculty member currently or previously involved in a consensual sexual or romantic relationship with a faculty colleague (i) who is in the same department as the faculty member, and/or (ii) who the faculty member supervises, and/or (iii) with whom the faculty member otherwise works in close collaboration on department activities and/or college/university committees must:

- a. Remove him or herself from any supervisory role and/or excuse him or herself from any decision involving the employment status of such colleague, the work-related benefits of the colleague

(to the extent the benefits are not generally available to other faculty), and any other employment related decisions related to the colleague.

- b. Submit a letter to the provost and chair of the Rank and Tenure Committee noting the conflict of interest and the resultant inability to provide an evaluation. This applies in any case when the faculty member would ordinarily be required to provide an evaluation of the colleague to the Rank and Tenure Committee.
- c. Notify the chair of the departmental and/or college/university committee of the need to be excused from the decision-making process. This applies in cases when the committee would be making recommendations that would impact the employment status or work related benefits of their faculty colleague. The committee chair should consult with the provost to determine if any other arrangements are necessary to eliminate the conflict of interest. If the chair of the committee has the conflict of interest, he or she must notify the provost and work with the provost to eliminate the conflict.

Any changes or arrangements made in response to the existence of a consensual romantic or sexual relationship will not be undertaken for the purpose of adversely affecting the rank, pay, benefits or professional opportunities of the faculty member or faculty colleague.

In the event a consensual sexual or romantic relationship exists, the failure of a faculty member to remove him or herself from any supervisory role or to excuse him or herself from the evaluation of or decision-making process involving the employment status or work related benefits of the faculty colleague is a violation of this policy and the faculty member will be subject to disciplinary action as outlined in Section 2.13.6 of the faculty handbook.

A faculty member who becomes involved in a consensual relationship with a faculty colleague and who has concerns about a power differential or the effect of ending the relationship is encouraged to consult with the Faculty/Staff Human Rights Officer or provost.

Any faculty member who has concern about a relationship among two faculty colleagues adversely affecting department or employment related decisions, and who is uncertain whether the potential conflict has been addressed in accordance with this policy, is encouraged to report a concern to the provost or Faculty/Staff Human Rights Officer. There shall be no retaliation toward a faculty member who reports a concern in good faith. An individual who retaliates against a faculty member for reporting a concern will be subject to discipline in accordance with the faculty handbook.

A faculty member who becomes involved in a consensual romantic relationship or sexual relationship with a student or staff member should consult the Policy on Consensual Romantic or Sexual Relationships between Faculty and Students or Staff Members (located in Appendix B of Part II of the faculty handbook.)

#### 2. Definitions

For purposes of this policy:

Romantic relationships include relationships in which amorous or romantic feelings exist without physical intimacy and which, when

acted upon by the faculty member exceed the reasonable boundaries of an educational, professional or supervisory relationship.

Sexual relationships include relationships involving intimate physical contact of a sexual nature.

Consensual means involving or based on mutual consent. Consent is defined in the Title IX and Sexual Misconduct Policy.

Faculty refers to a person employed by CSB or SJU in a faculty appointment.

*Policy Approved:*

*By JFA 02/14/2008*

*By Boards 3/2008*

*Policy re-approved by Saint John's University in 2012 (corporate restructure)*

*Policy Revisions:*

*Approved by JFA 4/08/2014*

*Endorsed by CSB Board of Trustees and Approved by President Mary Hinton*

*09/22/2014 Approved by SJU Board of Trustees 09/26/2014*

## **b. Policy on Consensual Romantic or Sexual Relationships Between Faculty Members and Students or Staff members**

### **1. Purpose**

The College of Saint Benedict (CSB) and Saint John's University (SJU) are committed to maintaining a campus environment characterized by fair, professional and ethical behavior. The integrity of the educational mission of the college and university is maintained by promoting appropriate standards of professional conduct among faculty in their dealings with students and staff. In these relationships, members of the faculty are expected to avoid apparent or actual conflicts of interest, favoritism, bias or exploitation. When a faculty member engages in a romantic or sexual relationship with a student or staff member, while he or she also has the authority to evaluate, advise, reward or discipline a student or staff member, a professional responsibility is violated, even if the relationship appears to be consensual.

As the Title IX and Sexual Misconduct Policy of CSB and SJU states, consensual sexual or romantic relationships may also become the basis for a claim of sexual harassment or sexual misconduct. These relationships are particularly complex when there is a power imbalance between the individuals involved in the relationship, because a power imbalance heightens the potential for exploitation and can diminish the subordinate's freedom of choice. This is especially true in relationships involving students, because the respect and trust accorded a professor by a student, as well as the power exercised by the professor in an academic or evaluative role, makes voluntary consent by the student particularly suspect. The student or staff member may feel that the power imbalance makes it difficult for him or her to discontinue the relationship or to say no to a particular act. Such relationships also affect other members of the campus community adversely. By placing a faculty member in a position to favor or advance the interests of the student or staff member who is a party to the relationship, a perception may be created that obtaining favorable treatment is implicitly contingent on engaging in a consensual sexual or romantic relationship.

For these reasons, CSB and SJU strongly discourage faculty involvement in a consensual sexual or romantic relationship with a student, and, in particular, for whom the faculty member has academic responsibility. CSB and SJU also strongly discourage faculty involvement with a staff member over whom the faculty member has supervisory responsibility. Recognizing that despite this discouragement by the college and university, consenting adults may become involved in a consensual sexual or romantic relationship, it is important that steps be taken to mitigate the real and/or apparent conflict of interest and other issues that are created.

### **2. Policy Statement**

It is the policy of CSB and SJU that a faculty member involved in a romantic or sexual relationship, either with a student for whom the faculty member has academic responsibility or with a staff member over whom the faculty member has supervisory responsibility, must promptly report the relationship to his or her department chair, who must, in turn, report the relationship to the provost. If the faculty member involved in the relationship is the department chair, she/he must report the relationship to the provost.

Upon receiving notice from the faculty member, the department chair in consultation with the provost, or the provost if the department chair is the involved party, must make arrangements for an alternative evaluation mechanism and if necessary, such other additional arrangements as are prudent under the circumstances, for the faculty member and the student or staff member.

The faculty member is obliged to fully cooperate with the department chair and provost in making these mitigating arrangements. Such arrangements made in response to the existence of a consensual romantic or sexual relationship will not be undertaken for the purpose of adversely affecting the rank, pay, benefits or professional opportunities of the faculty member. The arrangements will be undertaken with the intent of minimizing or avoiding, to the extent reasonably possible, adverse effects on the educational opportunities of the student or the employment of a staff member.

Failure to promptly report the existence of a romantic or sexual relationship described above is a violation of this policy, and the faculty member will be subject to disciplinary action as outlined in Section 2.13.6 of the faculty handbook.

In addition to this policy, faculty members involved in a romantic and/or sexual relationship with a student or a staff member must fully comply with the Title IX and Sexual Misconduct Policy.

A staff member or student who becomes involved in a consensual relationship with a faculty member and who has concerns about a power differential or the effect of ending the relationship is encouraged to consult with the Faculty/Staff Designated Person or Student Designated Person. Faculty members with similar concerns may also consult with the Faculty/Staff Human Rights Officer or Student Human Rights Officer.

A faculty member who becomes involved in a consensual romantic or sexual relationship with a faculty colleague should consult the Policy on Consensual Romantic or Sexual Relationships between Faculty Members (located in Appendix A in Part II of the faculty handbook).

### **3. Definitions**

For purposes of this policy:

Romantic relationships include relationships in which amorous or romantic feelings exist without physical intimacy and which, when

acted upon by the faculty member exceed the reasonable boundaries of an educational, professional or supervisory relationship.

Sexual relationships include relationships involving intimate physical contact of a sexual nature.

Consensual means involving or based on mutual consent. Consent is defined in the Title IX and Sexual Misconduct Policy.

Academic responsibility for students includes any activity which results in academic or educational reward, opportunity, or penalty including but not limited to: teaching, grading, advising, coaching, supervising research, moderating an internship, supervising institutionally sponsored travel and making recommendations for college and/or university employment or awards.

Supervisory responsibility for a staff member includes any activity which results in employment related rewards, opportunities, or penalties including, but is not limited to, the following activities: conducting or contributing to performance appraisals or rank and tenure reviews, determining or contributing to the determination of a person's employment status, job description, rank, salary, fringe benefits, or recommending for or influencing the determination of institutional funding, distinguished service awards, or discipline for deficient service.

Faculty refers to a person employed by CSB or SJU in a faculty appointment. Student refers to any person enrolled in CSB or SJU, undergraduate or graduate. Staff refers to a person employed by CSB or SJU in an administrative or support staff appointment

*Policy Approved:*

*By JFA 2/14/2008*

*By Boards*

*March, 2008*

*Amendment to Definitions:*

*Approved by JFA 4/3/2008*

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*Endorsed by CSB Board of Trustees and Approved by President Mary Hinton*

*09/22/2014 Approved by SJU Board of Trustees 9/26/2014*

## PART III

### Faculty Handbook

#### COLLEGE OF SAINT BENEDICT AND SAINT JOHN'S UNIVERSITY

## 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:

1. the text of the addition or revision, provided by the Provost
2. the rationale provided by the Provost
3. 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.

1. 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.
2. 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.
3. 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

1. 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.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.

3. 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

1. 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.
2. 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.
3. 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.
4. 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*.
5. 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

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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

1. 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.

2. 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

1. 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.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.
3. 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

1. The dean of the faculty forwards a job description to the abbot and the abbey personnel liaison.
2. 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.

3. 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.
4. 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).
5. 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

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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

#### 1. 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.

#### 2. 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*).

#### 3. 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.

#### 4. 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).

#### 5. 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.

#### 6. Procedure

The background check procedures ([http://sharepoint.csbsju.edu/humanresources/Documents/CSB\\_SJU%20Background%20Check%20Procedure%20-Final%20Copy.pdf](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://csbsju.teamdynamix.com/TDClient/2466/Portal/KB/?CategoryID=20426>.

### 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: <https://my.csbsju.edu/pages/acceptable-use-of-technology-resources-at-csb-and-sju> (<https://my.csbsju.edu/pages/acceptable-use-of-technology-resources-at-csb-and-sju/>)

### 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> (<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](http://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 Sick Leave (section 3.4.2.5)
4. Paid Parental Leave (section 3.4.2.8)
5. Long-Term Disability (section 3.4.2.4)
6. Retirement Program (section 3.4.2.9)
7. Tuition Remission (section 3.4.2.7)

**Adjunct Faculty:** A faculty member who holds a term appointment on a part-time basis (3/6 or less) is eligible for the following benefits:

1. Paid Sick Leave (section 3.4.2.5)

Unless limited elsewhere, the additional benefits listed in section 2.12.2 apply to full time 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 full time 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 full time 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 full time 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:

<b>Salary Range</b>	<b>Benefit Amount of Life and AD&amp;D Insurance</b>
\$0 to \$20,000	\$50,000 <sup>1</sup>
\$20,001 to \$37,500	\$75,000
\$37,501 to \$50,000	\$90,000
\$50,001 and above	\$100,000

<sup>1</sup> 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 form 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 full time 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 full time benefit eligible 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.

#### **Earning Sick leave for Adjunct Faculty (As of January 1, 2024)**

Minnesota's earned sick and safe time (ESST) law requires employers to provide paid leave to employees who work in the state. An employee is anyone who works at least 80 hours in a year for an employer in Minnesota but does not include independent contractors. Temporary and

part-time employees are covered under the law. Employers must provide each employee in Minnesota with one hour of ESST for every 30 hours worked, with the ability to accumulate at least 48 hours of ESST each year.

#### **Use of Sick Leave**

An eligible employee may use accumulated sick leave hours to account for absence(s) from work due to:

- the employee's mental or physical illness, treatment, or preventive care;
  - a family member's mental or physical illness, treatment, or preventive care;
  - absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
  - closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
  - when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- An eligible employee may use accumulated sick leave hours to account for absences from work due to their own illness or injury, or the illness or injury of an employee's family member (as defined in Minn. Stat. § 181.9445 subd. 7).

**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:

1. Only services resulting from benefit eligible employment may be accumulated.
2. 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.
3. 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**

###### **1. Eligibility Period**

- a. 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.

###### **2. 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.<sup>1</sup> 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.

### 3. **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.

### 4. **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).

### 5. **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.

### 6. **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.

### 7. **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.

### 8. **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.

### 9. **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.

<sup>1</sup> 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)

- **Eligibility Period**

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.

- **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;

- **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.

- **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.

- **Application Deadline**

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

### 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 Lactating Employees – Lactation Space**

In accordance with federal and state law, CSB and SJU are committed to supporting lactating employees. 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 their work area, and with access to an electrical outlet. Lactating employees have the right to reasonable flexibility in teaching schedule to allow breaks to express milk at work. Please contact the Department Chair and/or the Dean of the Faculty 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:

Jody Terhaar  
jterhaar@csbsju.edu  
320-363-5601  
37 South College Ave.  
Saint Joseph, MN 56374

#### SJU Title IX Coordinator:

Amanda Erdman  
aerdman001@csbsju.edu  
320-363-3120  
2850 Abbey Plaza  
Collegeville, 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**

Jody Terhaar  
jterhaar@csbsju.edu  
320-363-5601

#### **SJU**

Amanda Erdman  
aerdman001@csbsju.edu  
320-363-3120

#### **DEPUTY COORDINATORS CSB**

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

Jody Terhaar  
Dean of Students  
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320-363-5270

Chantel Braegelmann  
Chief Human Resources Officer  
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Kelly Anderson Diercks  
CSB Athletic Director  
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Shawn Colberg  
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320-363-3188

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

## 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.

### 1. 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.

### 2. 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 {C} 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 {C} 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;

- d. does not occur in the Institutions' education program or activity; or
- e. does not occur against a person in the United States.

### 3. 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.

### 4. 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.

### 5. 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:

- a. the length of the relationship;
- b. the type of relationship; and

- c. 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.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. 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.

### 1. 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 (<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 (<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) (<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 (<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/) (<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.

### 2. 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.

### 3. 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.

### 4. 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**

### **1. 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:**

Jody Terhaar  
jterhaar@csbsju.edu  
320-363-5601  
37 South College Ave.  
Saint Joseph, MN 56374

##### **SJU Title IX Coordinator:**

Amanda Erdman  
aerdman001@csbsju.edu  
320-363-3120  
2850 Abbey Plaza  
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  
jterhaar@csbsju.edu  
320-363-5270

Chantel Braegelmann  
Chief Human Resources Officer  
cbraegelm001@csbsju.edu  
320-363-5071

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

#### **SJU Deputy Title IX Coordinators:**

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

Amanda Erdman  
Dean of Students  
aerdman001@csbsju.edu  
320-363-3120

Chantel Braegelmann  
Chief Human Resources Officer  
cbraegelm001@csbsju.edu  
320-363-5071

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

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

#### **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.

## 2. 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

## 3. 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.

## 4. 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.

## 5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. **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.

#### 10. **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.

#### 1. **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 sexual 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.

#### 2. **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.

### 3. 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.

### 4. 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.

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.

## 5. Advisors

- 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

### 13. **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.

### 14. **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.

### 15. **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.

### 1. **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.

## 2. 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.

### 3. 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.

### 4. 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.

### 5. 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.

## 6. 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.

##### i. Cases Involving Allegations of Title IX Sexual Harassment

###### 1. 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.

## 2. *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).

## ii. **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**

### 1. *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.

#### i. 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.

##### 1. 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.

##### 2. 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.

3. *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.

4. *Live Hearing Procedures*

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

5. *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.

ii. **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:

7. A mutual no-contact order;
8. Restricted contact;
9. Prohibiting an individual involved from being on the Institutions' property;
10. Prohibiting an individual involved from participating in CSB or SJU-sponsored events;
11. Changing an individual's living or housing, or dining arrangements;
12. Changing an individual's student or employee status or job responsibilities.
13. Changing an individual's work or class schedule;
14. Providing academic accommodations or providing assistance with academic issues;
15. Providing security escorts;
16. Access to counseling;
17. Making information about orders for protection and harassment restraining orders available to a complainant;
18. 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.

#### 19. 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.

#### 20. 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.

#### 21. 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. **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@csbsju.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.

## 22. 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](mailto: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 - 5270
- SJU Dean of Students - 3120
- 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](mailto: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)) (<http://cmsac.org>)

For more information, contact:

- Jody Terhaar, CSB Title IX Coordinator  
(320) 363-5601; or
- Amanda Erdman, SJU Title IX Coordinator  
(320) 363-3120; or
- Chantel Braegelmann, Chief 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*

### 3.5.2 Joint Policy on Reporting Suspected Child Abuse

#### 1. Purpose, Scope, and Definition

- a. **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.
- b. **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.<sup>1</sup>

- c. **"Child."** For the purposes of this policy, a "child" is any minor, defined by law as an individual under the age of 18.
- 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.

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

##### a. 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.<sup>2</sup> 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**

1. *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.

<sup>1</sup> 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.

<sup>2</sup> 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
Dean of Students	Jody Terhaar, jterhaar@csbsju.edu 320-363-5601
Chief Human Resource Officer	Chantel Braegelmann, cbraegem001@csbsju.edu 320-363-5071
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)
Security Director	Darren Swanson, dswanson@csbsju.edu 320-363-5000
Assistant Dean for Experiential Education	Kevin Clancy, kclancy001@csbsju.edu 320-363-5230
Chief Financial Officer	Anne Oberman, aoberman@csbsju.edu 320-363-5999
VP for Institutional Advancement	Heather Pieper-Olson, hpieperolso@csbsju.edu 320-363-5964

### Saint John's University

Position	Contact Information
Dean of Students	Amanda Erdman, aerdman001@csbsju.edu 320-363-3120
Chief Human Resource Officer	Chantel Braegelmann, cbraegem001@csbsju.edu 320-363-5071
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)
Life Safety Services Director	Shawn Vierzba, svierzba@csbsju.edu 320-363-2144

Assistant Dean of Experiential Education	Kevin Clancy, kclancy001@csbsju.edu 320-363-5230
Chief Financial Officer	Anne Oberman, aoberman@csbsju.edu 320-363-5999
VP for Institutional Advancement	Rob Culligan, rculligan@csbsju.edu 320-363-3388
Dean of the SJU School of Theology	Shawn Colberg, scolberg@csbsju.edu 320-363-3188
Rector of the SJU School of Theology	William Orbih, worbih001@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 and 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*

## 3.5.3 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

- 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.

- 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.<sup>1</sup>
- 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.
- 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.

1. **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.
2. **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

1. **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:
  - a. 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.
  - b. Children must remain in the area of campus where the event is located.

- c. 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.
- d. 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.
2. **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.
3. **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

1. **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.

2. **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.
3. **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.
4. **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

1. **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.

2. **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.
3. **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.

## OVERNIGHT VISITS INVOLVING MINORS

1. **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.
2. **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.
3. **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.

<sup>1</sup> 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
Chief Human Resource Officer	Chantel Braegemann, cbraegem001@csbsju.edu 320-363-5071
Dean of Students	Jody Terhaar, jterhaar@csbsju.edu 320-363-5601
Interim Dean of the Faculty	Jennifer Schaefer, jschaefer@csbsju.edu 320-363-5401

### Saint John's University

Position	Contact Information
Chief Human Resource Officer	Chantel Braegemann, cbraegem001@csbsju.edu 320-363-5071
Dean of Students	Amanda Erdman, aerdman001@csbsju.edu 320-363-3120
Interim Dean of the Faculty	Jennifer Schaefer, jschaefer@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 and 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*

### 3.5.4 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 employees<sup>1</sup>, 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.

#### 1. 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;
- c. Vendors of student loans or other financial aid, or representatives of such Vendors, with whom the University is dealing or planning to deal.

#### 2. 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 member<sup>2</sup> 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.

<sup>1</sup> 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*

### 3.5.5 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 employees<sup>1</sup>, 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.

#### 1. 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.

#### 2. 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 member<sup>2</sup> 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.

<sup>1</sup> 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.

<sup>2</sup> "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*

### 3.5.6 Drug Free Workplace and Alcohol Misuse Policy For the College of Saint Benedict and Saint John's University

#### 1. 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.

#### 2. 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.

### 3. 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.

### 4. 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.

### 5. 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.

### 6. 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.

### 7. 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/>).

## 8. 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) (<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/>

## 9. 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

See <http://www.cityofstjoseph.com/95/City-Code> (<http://www.cityofstjoseph.com/95/City-Code/>) for details.

### 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 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/>

## **3.5.7 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*

### **1. 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*.

## 2. Definitions

The following definitions apply throughout this policy:

- a. **“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.
- b. **“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.
- c. **“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.
- d. **“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.

## 3. 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.

## 4. 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*.

## 5. 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.

## 6. 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.

**7. 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.

**8. 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.

**9. 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.

#### 10. 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*.

#### 11. 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.

#### 12. Confidentiality

CSB/SJU will maintain the confidentiality of test results consistent with applicable legal requirements.

### 3.5.8 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:

1. Theft or misappropriation of SJU's assets
2. Submitting false claims for payment or reimbursement
3. Concealment of data or falsification of data to damage or inappropriately benefit SJU
4. 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
5. Accepting a commission from, or paying same to a third party (kickbacks)
6. Blackmail or extortion
7. Off book accounting, or making false or fictitious entries
8. Knowingly creating and/or distributing false or misleading financial reports
9. Payment of excessive prices or fees where justification, thereof, is not documented
10. Violation of SJU's procedures with the intention of personal gain or to the detriment of SJU
11. 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*

### 3.5.9 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:

1. Theft or misappropriation of CSB's assets
2. Submitting false claims for payment or reimbursement
3. Concealment of data or falsification of data to damage or inappropriately benefit CSB
4. 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
5. Accepting a commission from, or paying same to a third party (kickbacks)
6. Blackmail or extortion
7. Off book accounting, or making false or fictitious entries
8. Knowingly creating and/or distributing false or misleading financial reports
9. Payment of excessive prices or fees where justification, thereof, is not documented
10. Violation of CSB's procedures with the aim of personal gain or to the detriment of CSB
11. 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) (<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*

### 3.5.10 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.

### 3.5.11 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.

CSB will commit necessary human and financial resources to achieve the goals of Equal Employment Opportunity and Affirmative Action.

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.

### 3.5.12 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) (<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*

### 3.5.13 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.

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, to the Human Resources department.

Note: CSB 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) (<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 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*

### 3.5.14 Solicitation Policy for Saint John's University Employees

#### 1. 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.

#### 2. Sales Solicitation

- External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.

- 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.
- Authorized sales may not compete with any school auxiliary enterprise.

#### 3. 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.

#### 4. 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.

### 3.5.15 Solicitation Policy for the College of Saint Benedict Employees

#### 1. 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.

#### 2. Sales Solicitation

- External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.
- Outside agencies may sell merchandise on campus only if they complete a solicitation permit form and receive authorization from the College. 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.

### 3. Solicitations by Mail or Posted Announcements

Use of print or electronic mailing lists compiled by or owned by the College of Saint Benedict 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.

### 4. 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 College 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.

## 3.5.16 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>.

## 3.5.17 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.

## 3.5.18 College of Saint Benedict and Saint John's University Non-Discrimination and Harassment Policy

### I. PURPOSE

The College of Saint Benedict ("CSB") and Saint John's University ("SJU") (collectively the "Institutions") are committed to working toward a workplace and educational environment, as well as other benefits, programs, and activities, which are free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation of any form are a violation of a person's rights, dignity, and integrity. Such acts debase the integrity of the educational process and work environment and are contrary to the mission and values of CSB and SJU. The Institutions value the right to free speech and the open exchange of ideas and views in their learning and working environment. Acts of harassment and discrimination obstruct the open exchange of ideas. This Policy outlines the Institutions' expectations to promote a campus free from

discrimination, harassment, and retaliation, the steps for recourse for those individuals who have been subject to such conduct, and the procedures for determining whether a violation of CSB or SJU policy has occurred.

## II. NOTICE OF 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.

## III. SCOPE

This Policy applies to all forms of discrimination and harassment, except sexual misconduct. Incidents of sexual misconduct, including Title IX Sexual Harassment, Non-Title IX Sexual Harassment, Sexual Exploitation, Sexual Assault, Domestic Violence, Dating Violence, and Stalking, will be handled through the Institutions' Title IX and Sexual Misconduct Policy (<https://www.csbsju.edu/title-ix/policy/>).

This Policy applies to all CSB and SJU community members, including students, employees, faculty, administrators, staff, applicants for admission or employment, and third parties, such as trustees, volunteers, vendors, independent contractors, visitors, and any individuals or entities regularly or temporarily employed, studying, living, visiting, conducting business, interacting with a member or members of the CSB or SJU community, or having any official capacity with CSB or SJU or on CSB or SJU property.

This policy applies to all education programs and activities, as well as all employment practices and terms and conditions of employment, including but not limited to promotions, transfers, compensation, terminations, training and participation in CSB and/or SJU sponsored benefits or programs. This policy applies to conduct occurring on CSB and SJU property or at CSB and/or SJU sanctioned events or programs that take place off campus, including study abroad and internships. This policy also applies to off-campus conduct that may cause an unacceptable disruption at CSB and/or SJU or which may interfere with an individual's right to a non-discriminatory educational or work environment.

## IV. DEFINITIONS

- **Protected class status:** As used in this Policy, protected class status includes race, religion, creed, color, national origin, citizenship, sex, sexual orientation, gender identity, pregnancy, age, marital status, disability, veteran status, familial status, genetic information, status with regard to public assistance, or any other legally protected category or characteristic.
- **Complainant:** An individual who is alleged to be the victim of conduct that could violate this Policy.
- **Respondent:** An individual who has been reported to be the perpetrator of conduct that could constitute a violation of this Policy.

## V. PROHIBITED CONDUCT

This Policy prohibits discrimination, discriminatory harassment, retaliation and interference with process, as each of those terms is

defined below. Aiding another in acts of prohibited conduct also violates this Policy.

### A. Discrimination

Discrimination is conduct based upon an individual's protected class status that treats the individual differently, excludes the individual from participation in, denies the individual the benefits of, or otherwise adversely affects a term or condition of the individual's employment, education, living environment or participation in a program or activity.

Examples of unlawful discrimination include:

- Consideration of an applicant's protected status as a negative factor in deciding whether to offer the applicant a job interview.
- Giving prohibited consideration to an individual's protected status in deciding whether to offer an employee a promotion.
- Requiring that members of protected classes meet higher standards for advancement or promotion than employees who are not in protected classes.
- Denying a student the opportunity to participate in an educational activity because of his or her protected class status.

### B. Discriminatory Harassment

Discriminatory harassment is conduct (including verbal, nonverbal, or physical conduct) based on an individual's protected class status, 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; or
- such conduct would be determined by a reasonable person to be so severe or pervasive that it substantially and unreasonably interferes with an individual's employment or education, or creates an intimidating, hostile, or offensive employment or educational environment ("hostile environment" harassment).

Discriminatory harassment may occur in situations where there is a power differential between the parties or where the persons share the same status (i.e., student-student, faculty-faculty, staff-staff)

The criteria for determining whether an environment is "hostile" 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 mental or emotional state of the person subject to the conduct;
- Whether the conduct was directed at more than one person;
- Whether the conduct arose in the context of other discriminatory conduct;
- Whether the conduct unreasonably interfered with the educational or work performance of the person subject to the conduct;
- Whether the statement was merely a discourteous, rude, or insensitive statement;
- Whether the speech or conduct deserves the protections of academic freedom.

Examples of discriminatory harassment include, but are not limited to:

- verbal abuse, offensive innuendo or derogatory words or slurs, stereotyping, threats, intimidation, epithets or comments based upon or motivated by the person's protected class status;
- threats or intimidation based upon or motivated by the person's protected class status;
- negative stereotyping based upon or motivated by the person's protected class status;
- jokes and/or comments directed at a protected class status;
- gossip about someone's protected class status;
- obscene gestures or leering based upon or motivated by the person's protected class status; and
- written or graphic materials or objects, pictures, or other media placed on or circulated within CSB or SJU premises (walls, bulletin boards, computer terminals, vehicles, email, text messages, etc.) that show hostility or aversion toward an individual or group or which create a hostile working/learning environment based on or motivated by a person's protected class status;
- cyber or electronic harassment based on or motivated by a person's protected class status.

One type of harassment is sexual harassment. Sexual harassment and other forms of sexual misconduct are covered under the Institutions' Title IX and Sexual Misconduct Policy (<https://www.csbsju.edu/title-ix/policy/>).

### C. Retaliation

Retaliation 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 under this Policy or because the individual has made a report or complaint, served as a witness, assisted, or participated or refused to participate in any manner in a process under this Policy. Retaliation may be in person, through social media, email, text, and other forms of communication, representatives, or any other person. Retaliation may be present against a person even when the person's allegations of other policy violations are unsubstantiated. 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.

## VI. REPORTING PROHIBITED CONDUCT

The Institutions strongly encourage individuals to report incidents of prohibited conduct to CSB or SJU. In addition, all employees who obtain or receive information regarding a possible violation of this Policy must report that information to the appropriate Designated Person ("DP") identified below.

Designated Person for Reports by a Student ("Student DP"):  
Mary Geller, Associate Provost for Student Success  
[mgeller@csbsju.edu](mailto:mgeller@csbsju.edu)  
320-363-5601

Designated Person for Reports by Staff ("Human Resources DP"):  
Chantel Braegelmann, Chief Human Resources Officer  
[cbraegelm001@csbsju.edu](mailto:cbraegelm001@csbsju.edu)  
320-363-5071

Designated Person for Reports by Faculty ("Faculty DP"):  
Jennifer Schaefer, Interim Dean of the Faculty  
[jschaefer@csbsju.edu](mailto:jschaefer@csbsju.edu)  
320-363-5401

Reports can be made by telephone, mail, email, in person and online through the Incident Report Form (<https://www.csbsju.edu/forms/8U1ENA8L3A/>). Individuals also have the option to file an anonymous report using the Bias Incident Report Form. Reports to the Institutions should include as much information as possible, including the names of the complainant, respondent, and other involved individuals, and the date, time, place, and circumstances of the incidents, to enable the Institutions to respond appropriately.

For incidents involving an emergency situation where there exists an immediate threat of physical harm to any person or property or medical attention is required, community members should call 911 and either CSB Department of Security (320-363-5000) or SJU Life Safety Services (320-363-2144) immediately. In addition, if you believe a crime has occurred, avoid touching objects or areas where the incident or crime has occurred. For example, CSB Department of Security or SJU Life Safety staff will photograph vandalism and graffiti for future record.

## VII. PROCEDURES FOR RESPONDING TO COMPLAINTS OF PROHIBITED CONDUCT

The process is designed to provide a fair and reliable gathering of facts. All individuals will be treated with appropriate sensitivity and respect. To file a complaint of prohibited conduct, an individual should contact the appropriate DP identified in Section VI above and indicate that the individual wants to file a complaint. If the respondent in the complaint is a student, the Student Conduct Process for the institution (CSB or SJU) in which the respondent is/was registered will be followed, including the determination of the outcome and appeal.

If the respondent in the complaint is a faculty member, the Faculty DP (or their assignee) will be responsible for coordinating the responsive process. If the respondent in the complaint is a staff member, the Human Resources DP (or their assignee) will be responsible for coordinating the responsive process. The DP assigned to the complaint has discretion to determine an appropriate responsive process based on the facts and circumstances. Receipt of the complaint, the process applied, and the outcome will be documented.

Every complaint or report of discrimination or harassment made to any individual listed above will be investigated either by the DP (or their assignee), the Institutions' Compliance Investigator, a third-party, or a combination of the above. If the investigation is initiated by a DP, it may be referred to the Institutions' Compliance Investigator or a third-party investigator at any point in time. Reasons for referral may include, but are not limited to, the scope or complexity of the investigation, or a potential or actual conflict of interest.

The timing, nature and scope of the investigation will be determined by the party investigating the complaint. Determination of whether a written fact-finding report is necessary will be determined on a case-by-case basis and in consultation with the DP (or their assignee). If a fact-finding report is prepared by the Compliance Investigator or third-party investigator, the report will be provided to the DP (or their assignee). The DP (or their assignee) will consider the facts discovered in the investigation (whether in a written report or otherwise) and make a determination on whether a policy violation has occurred. The Institutions will notify the parties of the outcome of the process.

In circumstances when the conduct at issue does not constitute a violation of this Policy, but nevertheless does not meet the Institutions' expectations for our community, the Institutions reserve the right to take appropriate responsive action.

The following general provisions apply to any responsive process under this Policy.

### A. Supportive/Interim Measures

When CSB or SJU receives a report of alleged prohibited conduct, it will assess the allegations to determine whether supportive/interim measures are appropriate. The DP, or their designee, may initiate supportive/interim actions, accommodations, or protective measures as necessary to protect the parties and the broader CSB and SJU community. Such supportive/interim actions, accommodations, and protective measures are available to the complainant, respondent, and others adversely impacted by prohibited conduct or the process under this Policy, if requested and appropriate under the circumstances.

Examples of supportive/interim measures include, without limitation:

- Establishing a “no contact” directive prohibiting the parties involved from communicating with each other;
- Changing an individual’s on-campus residency, dining, or transportation arrangements;
- Changing an individual’s student or employee status or job responsibilities;
- Changing an individual’s work or class schedule or job assignment;
- Providing academic accommodations or providing assistance with academic issues;
- Allowing a voluntary leave of absence;
- Providing security escorts.

The Institutions determine which measures are appropriate on a case-by-case basis based on the particular facts and circumstances of the situation. Not all supportive/interim measures are appropriate in all cases. To request a supportive/interim action or protective measure, individuals should contact the DP.

### B. Requests for Reasonable Accommodations

Individuals who need a reasonable accommodation should contact a DP. The Institutions will consider requests for reasonable accommodations submitted to the DP 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 process.
- Providing an interpreter for individuals who are limited English-language proficient.

### C. Conflicts of Interest

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, such concern should be reported in writing to the DP. Any concern regarding a conflict of interest or bias must be submitted within two (2) calendar days after receiving notice of the person’s involvement in the process. The Designated Person will review the concerns and take appropriate steps to resolve conflicts of interest related to a complaint under this policy.

If complainant or respondent has any concern that the DP has a conflict of interest or bias, such concern should be reported in writing to the Institution’s Provost. If the DP has a conflict of interest or bias with respect to a matter, the President shall appoint another person to oversee adherence to the Policy with respect to the matter at issue.

### D. Advisors

A staff or faculty member who is a complainant or respondent in a disciplinary proceeding is permitted, but not required, to select an Advisor from either of the CSB or SJU communities. (For students, the allowability of an Advisor is set forth in the applicable Student Conduct Process.) The Advisor to a staff or faculty member may be a CSB or SJU faculty member, administrator or staff member. The Advisor must be free of conflict of interest and may not be a witness. The role of the Advisor is to advise and assist the complainant or respondent during the course of the proceeding. The Advisor may accompany the complainant or respondent to all meetings relating to the proceedings under this policy. The Advisor may confer with the advisee but may not actively participate in the complaint resolution process. The Advisor may not appear in lieu of the complainant or respondent or speak on his or her behalf. If a hearing takes place, the Advisor may not address the hearing officer or the committee (if a committee is utilized) and may not interrupt or otherwise delay the proceedings. In selecting an advisor, the party must consider the potential advisor’s availability to attend interviews and meetings. Under no circumstances will the Institutions delay any proceeding to accommodate the schedule of an Advisor. Parties must notify the DP who they have selected as an Advisor three business days prior to attendance by the Advisor. The Institution(s) will notify the other party to the complaint resolution process if another party has obtained an Advisor. The Advisor will be required to sign an Advisor Agreement acknowledging receipt and understanding of these requirements and a Confidentiality Agreement prior to being allowed to serve as an Advisor. Violations of the Advisor Agreement, the Confidentiality Agreement, or other forms of interference with the proceedings by the Advisor may result in the immediate disqualification of an Advisor, discipline of the Advisor and/or the party may be required to proceed without the privilege of an Advisor. The Institutions reserve the right to dismiss an Advisor.

### VIII. SANCTIONS AND REMEDIES

The Institutions reserve the right to take whatever measures they deem necessary in response to an allegation of prohibited conduct in order to protect the rights and personal safety of the complainant, students, faculty, staff, and other CSB and SJU community members. When a determination is made that the policy was violated, sanctions will be addressed in the following manner:

- If the respondent is a student, sanctions will be determined in accordance with the Student Conduct Process.
- If the respondent is faculty and the Faculty DP (or their assignee(s)) concludes that it is more likely than not that the faculty member has violated the Non-Discrimination Policy, the matter will be referred to the Provost for appropriate sanctions.
- If the respondent is staff and the Human Resources DP (or their assignee(s)) concludes that it is more likely than not that the staff member has violated the Non-Discrimination Policy, the Director of Human Resources and divisional vice-president will determine sanctions.

Sanctions and remedies may be imposed alone or in combination. Examples of possible sanctions and remedies may include, but are not limited to:

- Education, training, counseling;
- Remedies including those listed above in the supportive/interim measures section of this Policy;
- Probation, warning, suspension, expulsion, demotion, or discharge.

## IX. APPEAL OF DECISION

Appeals may be made as follows:

A. For appeals in which the respondent is a **student**, the appeal process set forth in the Student Conduct Process for CSB (<https://www.csbsju.edu/csb-student-development/student-life-policies/#appeals>) or SJU (<https://www.csbsju.edu/sju-student-development/j-book-student-policies/policies/student-conduct/#appeals>), whichever is applicable, will be applied.

B. For appeals in which the respondent is **faculty** or **staff**, the following appeal process applies:

The respondent may appeal the outcome on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility was made, that could affect the outcome of the matter;
- The DP, investigator(s), or decision-maker(s) had a conflict of interest or bias that affected the outcome of the matter.

Appeals by faculty or staff must be submitted writing (not to exceed 2000 words) to the Chief Human Resources Officer within two (2) business days of the date the written decision was sent to the parties and should outline the basis for the appeal. Failure to file a timely appeal constitutes a waiver of any right to an appeal.

The Chief Human Resources Officer 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. The Chief Human Resources Officer 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 process.

If the Chief Human Resources Officer 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 the Chief Human Resources Officer within two (2) calendar days of receiving notice of the appeal.

The Chief Human Resources Officer will appoint one or more appeal officer(s) to consider the appeal. The appeal officer(s) will not rehear the case but will 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 request additional information, in the appeal officer(s)' sole discretion. If the appeal officer(s) determines that the appealing party has demonstrated that it is more likely than not that one of the above grounds for appeal is satisfied, generally, the matter will be remanded for further investigation and/or deliberations, as determined by the appeal officer(s). If the matter is remanded, the determination made on remand will be appealable under the procedures in this section.

If the appeal officer(s) determines 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 dismissal decision is final and is not appealable. The appeal officer(s) will simultaneously issue an appropriate written decision to the parties.

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

December 2014

## PART IV Faculty Handbook

### COLLEGE OF SAINT BENEDICT AND SAINT JOHN'S UNIVERSITY 4.0 Faculty Procedures

The institutions have a number of policies and procedures relevant to the faculty that do not require approval of the Boards of Trustees to be adopted or amended. (See Section 2.16.3.4 for revision procedures.) Revisions of policies in Part IV become effective immediately upon approval by the Joint Faculty Senate and the president (or at an alternate date stipulated in the policy itself).

## 4.1 Grievance Procedure

This grievance procedure is the means by which grievances may be heard and adjusted within the College of Saint Benedict and Saint John's University. The intent and scope of the grievance procedure are described in Section 2.15.

In addition to this institutional grievance, the grievant(s) may file with a federal or state court or agency if the alleged conduct violates a law, but the grievants must do so within the applicable limits established by federal and state law (see Section 2.15.1).

Grievance proceedings shall be maintained as confidentially as possible, allowing for the need of the grievant(s), the party or parties grieved against, and the institutions to gather and present evidence concerning the grievance at these institutions and in other outside proceedings. All hearings shall be held in private.

Amendments to the grievance procedure (in accord with Section 2.16.3.4) will not affect an ongoing grievance if approval of the amendments by the faculty and the president occurs after the filing of the letter initiating the preliminary state, as described in Section 4.1.6.

### 4.1.1 Submission and Delivery of Information and Correspondence

Materials, documents, and correspondence required to be submitted or to be delivered as part of this grievance procedure may be transmitted in a manner that the parties agree is the most expedient in their circumstances in consultation with the Faculty Handbook Committee chair or the *ad hoc* grievance committee chair, as appropriate. Acceptable methods of transmission include email, postal mail, or hand delivery. For email and postal mail, the date of submission will be determined by the postmark or by the electronic time-stamp. In the case of hand delivery, the sender must make provision for a signed and dated receipt at the time of hand delivery. The date of submission will be determined by the signature and date on these receipts.

The Faculty Handbook Committee chair or, once appointed, the *ad hoc* grievance committee chair should receive copies of all materials, documents, and correspondence transmitted by the parties. The Faculty Handbook Committee chair or *ad hoc* committee chair is responsible for keeping a faithful, dated record of the materials, documents, and correspondence required by this grievance procedure and submitted between the parties and between the parties and the committee chairs.

### 4.1.2 Reasons for Initiating a Grievance Procedure

A grievance procedure may be initiated when a faculty member or a group of faculty members makes either or both of two types of claims: an allegation of a violation of rights, policies, procedures, or standards or an allegation of inadequate consideration of the evidence (see Section 2.15.3). Although both types of allegations would be investigated by a single *ad hoc* grievance committee (in accord with Section 4.1.2.1 below), these two are distinguished because of the nature of the grievance.

In addition, the Faculty Handbook Committee may initiate a grievance when it believes the faculty handbook has been violated, as provided in Section 5.3.8.2.e. If the Faculty Handbook Committee initiates a grievance, it shall notify the Executive Committee of the Senate of its intention to file a grievance according to the process set forth in Section 4.1.6. The Executive Committee of the Senate shall thereafter perform all of the functions assigned to the Faculty Handbook Committee under this grievance procedure, including ruling on whether the alleged violation is grievable and appointing the *ad hoc* grievance committee.

If the Faculty Handbook Committee is a respondent in a grievance, the Executive Committee of the Senate will likewise perform the functions assigned to the Faculty Handbook Committee under this grievance procedure.

If the Executive Committee of the Senate and the Faculty Handbook Committee are opposing parties in a grievance, the two committees shall jointly agree on the appointment of an *ad hoc* grievance committee. The first task of that *ad hoc* grievance committee will be to rule on whether the alleged violation is in fact grievable. It will thereafter perform all of the functions assigned to the Faculty Handbook Committee under this grievance procedure for this alleged violation.

#### 4.1.2.1 Violation of Rights, Policies, Procedures, or Standards

A grievance may be initiated when a faculty member or a group of faculty members' claims that there has been:

1. a violation of policy or procedure of these institutions as set forth in the faculty handbook; other than a violation of the Non-Discrimination and Harassment Policy or the Title IX and Sexual Misconduct Policy.
2. an infringement of the rights of an employee or employees of these institutions as set forth in the faculty handbook which relates to compensation, appointment or reappointment, tenure, promotion, dismissal, suspension, reassignment, or layoff;
3. unprofessional conduct or a violation of the academic freedom and integrity standards applicable to faculty (Section 2.10)

#### 4.1.2.2 Inadequate Consideration

If a faculty member alleges that a decision by the institutions concerning contract status, tenure, or promotion was based on inadequate consideration of the evidence, a grievance may be initiated. An allegation of inadequate consideration refers to a procedural rather than a substantive issue. The substance of a decision, i.e., the judgment as to what outcome is warranted by the evidence, is not grievable. Rather, the standard of adequate consideration suggests questions such as whether those named in a grievance sought out and conscientiously considered all relevant evidence and standards, whether they excluded irrelevant and improper evidence and standards, and whether they made a good faith exercise of professional academic judgment (Section 2.15.3.2).

### 4.1.3 Time Limits and Definitions

The grievance procedure may stop at any time, providing principals (the grievants and party or parties grieved against) to the dispute unanimously agree.

Time limits, given throughout the preliminary and formal stages of the following grievance procedure, are prescriptive unless mutually agreed upon by all parties.

All parties should be aware throughout these procedures that the timelines are measured in working days, where "working days" refers to days on which classes are held on campus at either the college or the university, as determined by the registrar's published academic calendar. The term "working days" will also include Scholarship and Creativity Day, study days, and exam period days. Faculty workshop days, commencement days and free days are excluded.

If any portion of the procedure, beginning with the filing of the letter initiating the 20 working day preliminary stage, or any stage thereafter, is still in progress at the end of the final examination period in the spring term, there will be an immediate recess until the first day of classes in the fall term, unless there is unanimous consent of the parties to the grievance, as well as consent of the members of the Faculty Handbook Committee, and the grievance committee, if one has been appointed, to continue the process.

### 4.1.4 Faculty Grievance Consultant

The Faculty Handbook Committee will maintain a roster of tenured faculty members, identified as grievance consultants, familiar with the grievance procedure who will be available upon request to provide technical advice and other consultation to parties involved in a grievance. A faculty member currently serving on the Faculty Handbook Committee or on the Executive Committee of the Senate may not serve as a consultant. Each party is allowed one consultant. The consultant is not to be construed as legal counsel and is only acting in an unofficial advisory capacity. While the position is not one of advocacy, an individual serving as consultant to one party of the grievance may not assist the other parties involved. The decision to utilize a grievance consultant is up to the individual party and is in no way required in the grievance process.

#### 4.1.4.1 Responsibilities of the Faculty Grievance Consultant

The responsibilities of the faculty grievance consultant vary, depending on the phase of the grievance process. If, during the process, any party feels that a significant conflict of interest has arisen, the consultant must withdraw from the process and the parties involved are free to seek assistance from another consultant.

1. Prior to the formation of an *ad hoc* grievance committee
  - a. To provide assistance to the party exploring whether there are grounds for filing a grievance (Section 2.15.3);
  - b. To participate actively in efforts to find an informal resolution of the issues, if the grievant(s) request(s) such assistance;
  - c. To provide advice, upon request, to the grievant(s) in the construction and filing of official statements such as the grievance statement (Section 4.1.7)
  - d. To provide advice, upon request, to the respondent(s) in the construction and filing of official statements such as the formal response to the grievant(s) (Section 4.1.7.4);
  - e. to answer questions and provide whatever relevant advice the faculty grievance consultant deems helpful.

- f. The consultant will notify the chair of the Faculty Handbook Committee when accepting the role of advising one party or the other.
2. After the formation of an *ad hoc* grievance committee
  - a. The faculty grievance consultant may attend meetings between the *ad hoc* grievance committee and the parties to the grievance and will be available for advice to the participants during the committee's preliminary efforts to find an informal resolution to the issues (Section 4.1.7.1).
  - b. Upon the request of a party to the grievance, and upon a decision by the faculty grievance consultant that such advice would be helpful to the process, the faculty grievance consultant may continue to provide informal advice throughout the grievance process, including during the time when formal hearings may occur (Section 4.1.9).
8. 15 working days after the formal response from those grieved against for the *ad hoc* grievance committee to make its decision concerning formal hearings (Section 4.1.8) and communicate its decision to all parties and the chair of the Faculty Handbook Committee;
9. If the *ad hoc* committee decides to hold formal hearings, those hearings must be completed within 40 working days. (Section 4.1.9);
10. 5 working days after the end of formal hearings for the communication of the *ad hoc* grievance committee's decision to all parties (Section 4.1.10);
  - a. 7 working days after receipt of the decision for parties to the grievance to acknowledge receipt of the *ad hoc* grievance committee's decision (Section 4.1.9);
  - b. 20 working days after all parties have formally acknowledged the *ad hoc* grievance committee's decision to submit an appeal of the decision (Section 4.1.10);
11. 30 working day period for the provost to review the appeal and to notify all parties of a decision (Section 4.1.11).

### 4.1.5 Timeline

The following is a timeline for the grievance process. If any confusion arises between interpretations of this timeline and of the text describing these stages in detail, the text shall be taken as definitive. However, the timeline may be altered by mutual agreement of the parties to the grievance and the appropriate committee dealing with the grievance at that stage of the process. In the event of minor discrepancies in following the timeline, the goodwill of all parties involved is expected, as the intent of the grievance procedure is resolution of the situation rather than dismissal on technical grounds.

1. Letter of intent to file a grievance initiates the preliminary stage (20 working days) (Section 4.1.5);
2. 5 working days from the end of the preliminary stage for filing of the initial grievance statement (Section 4.1.7);
3. 10 working days from the filing of the initial grievance statement for a decision by the Faculty Handbook Committee concerning the grievability of the violations alleged (Section 4.1.7.1);
4. If the Faculty Handbook Committee determines that one or more alleged violations is grievable then the following will occur:
  - a. within 10 working days of the decision of the Faculty Handbook Committee the grievant will submit the final grievance statement to the chair of the Faculty Handbook Committee, any named party to the grievance, and the provost;
  - b. Within 5 working days of the decision of the Faculty Handbook Committee, the committee will appoint the chair of the *ad hoc* grievance committee (Section 4.1.7.3) and so notify all parties to the grievance. The committee will provide the final grievance statement to the chair of the *ad hoc* grievance committee.
5. Within 10 working days of the filing of the final grievance statement:
  - a. The Committee will identify a slate of 10 candidates for the other two positions on the *ad hoc* grievance committee (Section 4.1.7.5);
  - b. The chair of the Faculty Handbook Committee notifies the slate and provides them with the final grievance statement.
6. Within 10 working days of identification of the slate for the *ad hoc* grievance committee, the chair of the *ad hoc* grievance committee will oversee and complete the process for constituting the *ad hoc* grievance committee;
7. 15 working days are allowed from the filing of the final grievance statement for formal response by those grieved against (Section 4.1.7.4);

### 4.1.6 The Preliminary Stage

The preliminary stage begins when the grievant files a letter of intent to file a grievance. The letter will outline the dispute, state the date the alleged event(s) occurred, and identify the parties involved. The letter will be delivered to the parties being grieved against, the chair of the Faculty Handbook Committee, and the provost in accord with the provisions of section 4.1.1. This 20 working day period is meant to be used for actively seeking a resolution to the dispute. Any record of what transpires during the preliminary stage does not become part of the grievance record. The human rights officer, the director of Human Resources, and/or the provost may be called upon at this time to aid in an informal resolution. While these persons may actively seek a satisfactory solution, the responsibility for resolving the dispute remains with the grievant and the parties grieved.

The grievant(s) and the parties grieved may call upon one of the faculty grievance consultants (as described in 4.1.4). If grievance consultant(s) is/are chosen, then the grievance consultant(s) must also receive copies of the letter of intent.

If a faculty member's grievable violation also alleges a violation of the Non-Discrimination and Harassment Policy or the Title IX and Sexual Misconduct Policy (Section 3.5.1), the committee chair will consult with the institution's Human Rights Officer and the human rights or sexual misconduct violation will be referred to either the Joint Complaint Procedure for Human Rights Violations or the Sexual Misconduct Policy. If the alleged human rights or sexual misconduct violation can be separated from the grievable violation, the grievable violation will proceed under this procedure. If the alleged human rights or sexual misconduct violation cannot be separated from the grievable violation, they will be investigated pursuant to the Joint Complaint Procedure for Human Rights Violations or the procedure under the Sexual Misconduct Policy, as appropriate.

### 4.1.7 The Filing Process: Beginning of the Formal Stage

If the grievant has not settled the dispute within the 20 working day preliminary stage and wants to proceed with the grievance, the grievant shall submit an initial grievance statement within 5 working days after the 20-working day preliminary stage has ended. The initial grievance statement shall be submitted to the chair of the Faculty Handbook Committee, and the provost. If the grievant can establish to the chair of the Faculty Handbook Committee that a delay in filing is the result of

extenuating circumstances, then the chair may establish a new filing date.

The initial grievance statement must contain sufficient information to determine the section(s) of the faculty handbook that relate to the dispute; it describes the specific nature of the grievance and specifies the factual claims upon which the grievance is based, names the party or parties against whom the grievance is made, and proposes a possible remedy or remedies. When the grievance statement is put into final form (4.1.7.2), additional factual claims may be specified, but the *matter* of the grievance, including the section(s) of the faculty handbook to which it is related, cannot be altered.

Conflict of interest or the appearance of a conflict of interest shall be avoided throughout the grievance process. Any member of the Faculty Handbook Committee shall recuse herself or himself from participating in a grievance procedure if personal or other considerations may affect that member's judgment.

When the initial grievance statement is submitted to the Faculty Handbook Committee, the chair of the committee will provide the grievant(s) with a list of all the members of the committee. Within 2 working days, the grievant(s) must notify the chair of any potential conflict of interest with any committee member(s).

#### 4.1.7.1 Decision to Form an *Ad Hoc* Grievance Committee

Within 10 working days after the chair of the Faculty Handbook Committee receives the grievance statement, the following must occur:

1. The voting members of the Faculty Handbook Committee shall decide whether or not the issues of the dispute are grievable. For purposes of this decision, the committee will presume the accuracy of the facts presented by the grievant and will rule only on whether the violations are grievable, as defined in Section 2.15.3.
2. If the committee decides that any of the alleged violations are grievable, it will proceed to form an *ad hoc* grievance committee to investigate the matter, as described in Sections 4.1.7.3, 4.1.7.5 and 4.1.7.6.
3. If the Faculty Handbook Committee finds that any alleged violation is not grievable, the grievance process with regard to that alleged violation is ended. This decision cannot be challenged, and the grievant may not initiate another grievance on that alleged violation.
4. If a faculty member's grievable violation also alleges a violation of the Non-Discrimination and Harassment Policy or the Sexual Misconduct Policy (see Section 2.15.1), the committee will consult with the institution's Human Rights Officer and/or Title IX Coordinator and the human rights or sexual misconduct violation will be referred to either the Joint Complaint Procedure for Human Rights Violations or the procedure under the Title IX and Sexual Misconduct Policy.
5. If the human rights violation can be separated from the grievable violation, the grievable violation will proceed under this paragraph. In cases where a grievable violation is closely related to an alleged human rights or sexual misconduct violation that is being or was processed through the Joint Complaint Procedure for Human Rights violations or the procedure under the Title IX and Sexual Misconduct Policy, the Human Rights Office may be asked to serve as a nonvoting advisor to the *ad hoc* grievance committee and may be asked to submit to that committee and to all the parties to the grievance a report of findings concerning the alleged human rights or sexual misconduct violation.
6. In accord with Section 2.15.2.d, if the faculty member alleges only a violation of the Non-Discrimination and Harassment Policy or the

Sexual Misconduct Policy or a grievable violation that cannot be separated from human rights or sexual misconduct allegations, a grievance cannot be filed, but a human rights or sexual misconduct complaint may be initiated.

#### 4.1.7.2 Submission of the Final Grievance Statement

Within 10 working days after the grievant receives from the Faculty Handbook Committee notice of its decision that the issues of the dispute are grievable, the following must occur:

1. The grievant must put the grievance statement in final form. Additional factual claims may be specified, but the *matter* of the grievance, including the section(s) of the faculty handbook to which it is related, cannot be altered.
2. The grievant shall submit copies of the final grievance statement to the chair of the Faculty Handbook Committee who will in turn transmit them to the president, appropriate parties named in the final grievance statement, the provost, dean of the faculty, the dean of curriculum and assessment, and department chair and/or dean of the School of Theology.

#### 4.1.7.3 Appointment of the Chair of the *Ad Hoc* Grievance Committee

Within 5 working days after the grievant receives from the Faculty Handbook Committee notice of its decision that the issues of the dispute are grievable, the following must occur:

1. The Faculty Handbook Committee shall appoint one tenured member of the College of Saint Benedict or Saint John's University faculty, or a College of Saint Benedict or Saint John's University administrator with tenure, to serve as chair of the *ad hoc* grievance committee. The Faculty Handbook Committee must make every reasonable effort to ensure that the appointed chair does not have a conflict of interest in the case. Those efforts must include an affirmation from the candidate for chair that no conflict exists, as well as consultation with all parties to the grievance. The appointment of the chair cannot be challenged on any grounds other than conflict of interest.
2. The Faculty Handbook Committee chair will write to all parties to the grievance to announce the appointment of the *ad hoc* grievance committee chair.
3. When the chair of the *ad hoc* committee has been appointed, and the final grievance statement has been received, the Faculty Handbook Committee chair shall transmit the final grievance statement to the chair of the *ad hoc* grievance committee.

#### 4.1.7.4 Response to Final Grievance Statement

Within 15 working days following the submission of the final grievance statement, the following must occur:

1. the person or persons against whom the grievance is made shall respond to the charges in a written statement which shall be submitted to the chair of the *ad hoc* grievance committee and to the grievant.

Failure to respond in writing to the charges within 15 working days will be interpreted as meaning the grievance statement is an accurate account.

2. The chair of the *ad hoc* grievance committee shall notify in writing the grievant and the respondent(s) to the grievance that the committee will be constituted in accordance with Sections 4.1.7.5 and 4.1.7.6,

for purposes of hearing the grievance. The notification shall refer the parties to Section 4.1, for a description of the grievance procedure.

#### 4.1.7.5 Construction of the Slate for the *ad hoc* Grievance Committee

Within 10 working days of the submission of the final grievance statement the following must occur:

1. The Faculty Handbook Committee will construct a slate of 10 candidates. Faculty named in the slate can be from the College of Saint Benedict or Saint John's University but must be tenured. The slate may include up to three administrators. The administrator(s) must either be tenured to the faculty or have five or more years of full-time service as an administrator at the College of Saint Benedict or Saint John's University. The pool from which the slate is selected must come from a list of all eligible faculty and administrators, provided to the committee by Academic Affairs and Human Resources.
2. The chair of the Faculty Handbook Committee shall notify the ten that they are on the slate and provide them with the final grievance statement. The committee must make every reasonable effort to ensure that persons on the slate do not have a conflict of interest in the case. A person may withdraw from the slate by stating specifically in writing to the chair of the Faculty Handbook Committee that he or she has a conflict of interest in the case, in which case the Faculty Handbook Committee will replace the candidate with another eligible person. The final slate may not be challenged.
3. When a grievance is brought by a member or members of the College of Saint Benedict or Saint John's University against a member or members of the other institution, either party may request that the slate be divided into two slates of five, one composed solely of members of the college and one of members of the university, with one member of the *ad hoc* grievance committee to be chosen from each slate.
4. In the case of a campus-specific grievance, either party may request that only members of the relevant institution be named on the slate.
5. The Faculty Handbook Committee chair will provide to the appointed chair of the *ad hoc* grievance committee the slate of 10 candidates, from which two shall be chosen to serve on the *ad hoc* grievance committee (see Section 4.1.7.6).

#### 4.1.7.6 Formation of the *Ad Hoc* Grievance Committee

Within 10 working days following formation of the slate (see Section 4.1.7.5) the *ad hoc* grievance committee chair shall circulate among the involved parties the slate of nominees (see Section 4.1.7.5) and shall convene the parties to the grievance to select and agree upon two members of the slate for the *ad hoc* grievance committee. In the event the parties cannot agree, each side shall have the right to exclude up to four of the slate; the chair of the *ad hoc* grievance committee shall choose two from among those not excluded.

When the slate of nominees is divided into two slates of five and the parties cannot agree on a member from one of the slates, each side shall have the right to exclude up to two of that slate; the chair of the *ad hoc* grievance committee shall choose from among those not excluded.

#### 4.1.8 Initial Actions of the *Ad Hoc* Grievance Committee

Once formed, the *ad hoc* grievance committee will attempt to resolve the grievance in a manner mutually acceptable to the grievant(s) and parties named in the grievance (Section 4.1.8.1). If no mutually acceptable resolution can be reached, the committee shall proceed with a preliminary investigation. Once completed, the *ad hoc* grievance committee shall

recommend reconsideration of the case due to inadequate consideration (Section 4.1.8.3) or decide that formal hearings should be held (Section 4.1.8.4) or dismiss the grievance (Section 4.1.8.5).

Whatever its decision at this stage of the grievance, the *ad hoc* grievance committee must make a written report of its decision and its rationale to the grievant(s), the parties named in the grievance, the grievance consultant(s), the provost, dean of the faculty, the dean of curriculum and assessment, the department chair and/or the dean of the School of Theology, the chair of the Faculty Handbook Committee, and the president(s). This report must be submitted within 15 working days of the formation of the *ad hoc* grievance committee (See section 4.1.7.6).

##### 4.1.8.1 Mutually Acceptable Resolution of Grievance

The *ad hoc* grievance committee shall make every reasonable effort to resolve the grievance in a manner mutually acceptable to the grievant and the parties named in the grievance at this stage. If resolution occurs at this stage, the final grievance statement, the formal response and the *ad hoc* grievance committee's announcement of the resolution are placed in the custody of the appropriate Human Resources Office, or the Office of the Provost if the person grieved against is the Human Resources officer. The *ad hoc* grievance committee must send a written announcement of the resolution to the grievant(s), the parties named in the grievance, the provost, and the chair of the Faculty Handbook Committee.

##### 4.1.8.2 Preliminary Investigation

If the grievance is not resolved, the *ad hoc* grievance committee shall proceed to a preliminary investigation. The goal of the preliminary investigation is to determine whether there are sufficient grounds to believe that a violation, as specified in Section 2.15.3, may have occurred. The preliminary investigation must include, but is not limited to:

1. Interviews with the grievant(s) and the parties named in the grievance,
2. A review of the final grievance statement, and
3. A review of the formal response of the parties grieved against.

After completion of the preliminary investigation, the committee shall take one of the following three actions:

1. Require reconsideration of the case due to inadequate consideration (Section 4.1.8.3),
2. decide that formal hearings should be held (Section 4.1.8.4), or
3. dismiss the grievance (Section 4.1.8.5).

This action must occur, and the report must be filled within 15 working days from the end of the final grievance statement formal response period (see Section 4.1.7.4). The action of the *ad hoc* grievance committee as a result of the preliminary investigation cannot be appealed.

##### 4.1.8.3 Allegations of Inadequate Consideration of Evidence

Allegations of inadequate consideration (as described in Section 2.15.3.2) will be handled as follows:

1. Any grievance committee investigating such an allegation must discover whether those grieved against gave adequate consideration to the evidence.
2. The grievance committee must recognize that it should not substitute its own judgment for the judgment of the original evaluators on the merits of whether the grievant should have been reappointed or promoted or granted tenure, or otherwise dealt with.

3. If the grievance committee finds sufficient evidence (see Section 4.1.8.3.d below) to believe that inadequate consideration occurred, it will recommend a reconsideration of the case, indicating the respects in which consideration may have been inadequate.

In particular, the grievance committee will not proceed to formal hearings (described in Section 4.1.7.4 below) because of evidence of inadequate consideration.

4. If the committee concludes that a decision may have been based on inadequate consideration (as defined in Section 2.15.3.2), the committee's formal report must require that the person(s), or committee(s) which gave inadequate consideration assess the merits of the case once again, this time remedying the inadequacies of their prior consideration. This requirement is also binding on person(s) or committee(s) who based subsequent decisions on the possible inadequate consideration, including the Board of Trustees.
5. The formal report of the *ad hoc* grievance committee must be submitted in writing to the grievant(s), the parties named in the grievance, the grievance consultant(s), the provost, dean of the faculty, the dean of curriculum and assessment, the department chair and/or the dean of the School of Theology, the chair for the Faculty Handbook Committee, and the president(s).

#### 4.1.8.4 Decision Concerning Formal Hearings

If the committee concludes that a violation specified in Section 2.15.3.1 may have occurred, it will proceed to formal hearings (see Section 4.1.9).

#### 4.1.8.5 Dismissal of Grievance

If the *ad hoc* grievance committee (by a majority vote) concludes that insufficient grounds exist for believing that a violation specified in Section 2.15.3.1 may have occurred, it must dismiss the grievance. The *ad hoc* grievance committee's order of dismissal may not be appealed by either of these institutions or the grievant(s). The grievant(s) may not file another grievance pertaining to any of the matters included in the final grievance statement.

### 4.1.9 The Formal Hearings

Formal hearings must begin within 20 working days after the *ad hoc* grievance committee's decision to hold them has been made.

The following are components of the formal hearings, including rights and expectations of the involved parties.

#### 4.1.9.1 Collection of Relevant Information

A conscientious effort will be made by the *ad hoc* grievance committee to obtain the most reliable evidence from whatever sources seem necessary to them. All parties to the grievance have the right to timely knowledge of all evidence on which the *ad hoc* grievance committee will determine its decision of recommendation.

##### 1. Request for Information

All parties to the grievance and the *ad hoc* grievance committee may request in writing that the chair of the *ad hoc* grievance committee collect specified documentary or other information relevant to the grievance from all parties and from other relevant persons or offices within the College of St. Benedict and St. John's University. All requests for information will come from and be delivered to the chair of the *ad hoc* grievance committee. In cases where the relevance of the requested material is questioned, the *ad hoc* grievance committee will determine whether the requested material is deemed to be

relevant. All requests must be submitted within 5 working days after the *ad hoc* grievance committee's decision to hold formal hearings has been made (4.1.8.2).

##### 2. Response to Request for Information

All parties must respond to the request for production of information within 10 working days of receiving such a request. In responding to a request for production of information, all parties must:

- i. Use every reasonable effort to make available for inspection by the *ad hoc* grievance committee which is bound by the confidentiality statement in Section 4.1 all documentary and other information within their control (except material subject to any legally recognized privilege);
- ii. If they are not in possession of the information requested or if the information requested is subject to any legally recognized privilege, they must make a written statement to that effect to the *ad hoc* grievance committee. Legal privilege does not extend to information about, or documents relevant to, equitable application of institutional procedures.

##### 3. Sharing information with the parties

- i. The *ad hoc* grievance committee will share all non-privileged and non-confidential information with all parties to the grievance within 3 working days of receipt of the information.
- ii. The *ad hoc* grievance committee will determine which confidential documents will be shared or not shared with each party based on the original confidential nature of the documents and whether the party was originally entitled to view the documents (See sections 2.4, 2.6.5.2, 2.7.2.3 and 4.1).

#### 4.1.9.2 Formal Hearings Procedure

Formal hearings of the *ad hoc* grievance committee are open only to persons invited by the committee. The formal hearing procedures must be completed within 40 working days following the *ad hoc* grievance committee's decision to hold them.

#### 4.1.9.3 Representation

Whenever the parties to the grievance are present at a meeting or a hearing held by the *ad hoc* grievance committee, all parties have the right to have a faculty grievance consultant present as defined in section 4.1.4.

As noted in 4.1.4, the faculty grievance consultant is not to be construed as legal counsel, is only acting in an unofficial advisory capacity to one party, and therefore may attend the meeting or hearing only as an observer.

#### 4.1.9.4 Observer Representing a Recognized Educational Association

At the request of any party, the chair of the *ad hoc* grievance committee will invite a representative of a recognized educational association to attend the proceedings as an observer. The educational association will decide how that person should be selected. The observer will be bound by the principles of confidentiality outlined in 4.1.

#### 4.1.9.5 Record of the Formal Hearings

Beginning at this formal stage an audio recording will be made of all portions of the hearings and the master copy will be kept by the chair of the *ad hoc* grievance committee who will allow the grievant and the persons named in the grievance to listen to another copy. The *ad hoc* grievance committee, in consultation with the president, or the chair or vice-chair of the Student Experience Committees of the Boards of Trustees, when a president is a party to the grievance, shall determine

the extent to which the records of its hearing will be accessible to other parties.

#### 4.1.9.6 Witnesses

##### 1. Cooperation and Testimony

If any party to the grievance believes that additional information may be obtained from witnesses, all parties to the grievance will cooperate with the *ad hoc* grievance committee in securing witnesses. The *ad hoc* grievance committee may limit the number of witnesses.

All parties will assume that witnesses will testify truthfully; this assumption must be stated to each witness.

##### 2. Testimony as Evidence

All parties to the grievance have the right to hear the testimony of all witnesses on which the *ad hoc* grievance committee will be determining the findings. The *ad hoc* grievance committee should be guided in evaluating testimony by the principles of relevance, materiality, credibility, and firsthand knowledge.

##### 3. Witnesses' Participation

Witnesses called are expected to participate in the proceedings. In the event a witness cannot appear before the hearing body, the *ad hoc* grievance committee will request that the witness either (i) make a written statement of testimony or (ii) privately make an audio recording of the testimony in the presence of a member of the *ad hoc* grievance committee. The *ad hoc* grievance committee may recall the witness for further questioning. In the event a witness does not appear at a hearing, a note will be made in the record that the named witness did not appear but gave testimony by other means.

#### 4.1.9.7 Violation of the Ad Hoc Grievance Committee's Request

If any party continues to refuse to produce information after being requested to do so by the *ad hoc* grievance committee, the committee shall make a decision based on the information it has. The committee may also refer the non-compliance to the Office of the Provost (see Section 2.13.6).

#### 4.0.9.8 Findings of Fact and Decision

At the completion of the formal hearings, by majority vote, the *ad hoc* grievance committee must arrive at a decision and make recommendations of action, sanction, or other resolution. The decision will consist of findings of fact, conclusions, and recommended disposition, all of which must be based solely on the hearings, records, and the pertinent procedures of the faculty handbook. At the completion of the hearing, the *ad hoc* grievance committee must arrive at a decision and make recommendations of action, sanction, or other resolution. The recommended dispositions are binding on all parties to the grievance, as well as on all persons(s) or committee(s) who based subsequent decisions on the matter grieved, including the Boards of Trustees. The chair of the *ad hoc* grievance committee will give a generic summary of the decision to the chair of the Faculty Handbook Committee (see Section 4.1.11.2).

#### 4.1.10 The Resolution Procedure

By majority vote, the *ad hoc* grievance committee will make its decision based on the evidence presented at the hearings. Within five working days after the formal hearings have ended, the chair of the *ad hoc* grievance committee must inform all parties to the grievance of that decision, as described in section 4.1.1. The *ad hoc* grievance committee will also report its decision to the president. If the president is a party to the grievance, the *ad hoc* grievance committee's decision will go to a panel consisting of members of the Student Experience Committees of the Boards of Trustees.

The *ad hoc* grievance committee's decision will be considered final and may be appealed by the parties to the grievance only on grounds that the procedures of this section (4.1) have not been properly followed. Within seven working days, all parties to the grievance must provide the chair of the *ad hoc* grievance committee written acknowledgment of the receipt of the decision. The parties may choose to include in the letter their reactions to the decision, which the chair will submit in writing to all parties within 1 working day.

#### 4.1.11 The Appeal Stage

Within 20 working days after the committee's notification of the decision, any party to the grievance has the right to appeal. The appeal may be based only on the grounds that the grievance procedures have not been properly followed. The party or parties appealing must submit a statement of appeal to the provost. The review of the appeal must be based solely on the *ad hoc* grievance committee's record of its hearings.

The statement of appeal must set forth the grounds upon which the appealing party charges that the grievance procedures in this section (4.1) have not been properly followed.

##### 4.1.11.1 Notification of Review of the Appeal

Within 3 working days after receipt of the statement of appeal, the provost must send written acknowledgement to the appealing party or parties.

##### 4.1.11.2 Administrative Review of Appeal

Within 30 working days, the provost will review the record to determine whether or not the procedures of this section have been properly followed and notify all parties to the grievance of the final decision regarding the appeal. Should it be determined that the grievance procedures were not properly followed, the case will be remanded to the *ad hoc* grievance committee with specific directives. If the provost determines that there were insufficient grounds for appeal, the prior decision of the *ad hoc* committee is final.

##### 4.1.11.3 President as a Party to the Grievance

Notwithstanding sections 4.1.11.1 and 4.1.11.2, if the president is named as a party in the grievance statement, the grievant may file an appeal for review to a panel consisting of the members of the Student Experience Committees of the Boards.

The same time limits, contents of the appeal, notification of action, and review of the appeal as set forth in Section 4.1.11.1 and 4.1.11.2 and subsections apply to the panel's review.

##### 4.1.11.4 Reporting

Within 5 working days, the provost will report the *ad hoc* grievance committee's decision, the parties' acceptance, rejection and/or appeal, and the provost's own decision to all parties to the grievance, the members of the *ad hoc* grievance committee, the department chair and/or dean of the School of Theology, the president, dean of the faculty, dean of curriculum and assessment, and the chair of the Faculty Handbook Committee.

If a president is grieved against, the chair and vice-chair of the Student Experience Committees of the Boards will report this information and the committee's own decision to these same persons within 5 working days of the deadline for appeal.

##### 4.1.11.5 Report to Joint Faculty Senate

The chair of the Faculty Handbook Committee will annually report all grievances about which a final decision has been made. The above-mentioned chair's report will be a written generic summary as provided

by the chair of each *ad hoc* grievance committee. The generic report shall specify the reason for initiating the grievance as set forth in Section 2.15.3, the section of the faculty handbook violated, a summary of the formal hearings, and the decision of the *ad hoc* grievance committee. In a generic summary, no parties to the grievance may be named nor information that identifies an individual be given.

#### 4.1.11.6 Custody and Right to See the Record

Any records of formal hearings of the *ad hoc* grievance committee and any appeal to the provost or Joint Academic Affairs Committee of the Board are placed in the custody of the appropriate Human Resources officer (or the Office of the Provost if the person grieved against is the Human Resources director.) These records are available only for responses to state and federal courts and administrative agencies, which by statute, rule or regulation have a right to examine their contents, and to the parties to the grievance. Any of the parties may, for the cost of duplication, obtain copies of the materials in the record of their formal hearings and any appeal. Any copies will be made by a member of the Human Resources staff or a member of the provost's staff. Information that the college or university have an obligation to keep confidential may be redacted from the record provided to the parties.

## 4.2 Further Procedures for Faculty Review

These procedures are the means by which the Post-Tenure Faculty Development Program is implemented.

### 4.2.1 The Post-Tenure Faculty Development Program Coordinator

The Post-Tenure Faculty Development Program coordinator is a tenured faculty member elected to a three-year term by the faculty. The coordinator recruits faculty to participate in the program, based on eligibility as set out in Section 4.2.2 below. The coordinator meets with program participants in the fall term to discuss the post-tenure program, the process of reflection and the development of personal goals for continued professional development. In the spring semester, the coordinator schedules and facilitates collegial interaction among program participants to aid in further reflection and conversation about participants' chosen professional goals.

Based on these goals, and if desired by the participant, the coordinator will provide feedback and support in developing a proposal to be submitted to the Faculty Development and Research Committee for post-tenure-development funds. At the end of the academic year, the coordinator writes an annual report (sent to the dean of the faculty) that summarizes the activities of the program but maintains the anonymity of the participants. The coordinator also gathers evaluative feedback on the program from participants two to three years after the year of participation to improve the program.

### 4.2.2 Frequency of Participation

All tenured faculty whose most recent rank and tenure review occurred at least 5 years prior to the year of potential participation are eligible to participate. Participants are eligible to participate again after at least 5 years have passed. The program coordinator will direct 4 to 10 participants per year. Priority for participation is given to those having the longest time since either rank and tenure review or previous participation.

### 4.2.3 Procedures for the Post-Tenure Faculty Development Program

The Post-Tenure Faculty Development Program includes the following steps.

1. **Establishment of Goals:** At the beginning of the year of participation, each faculty member will assess career accomplishments and identify goals for further development over the next three to five years in at least one of the following areas: teaching, scholarship and creative work, and/or service. This process will include two components: an oral discussion with at least one other tenured faculty member from either inside or outside the participant's department and the preparation of a written summary as detailed in Section 4.2.3.c
2. **Identification of Strategies:** Each participant will identify strategies to achieve his or her professional development goals and resources that would support the achievement of those goals. All participants will meet at least twice per semester with each other and the program coordinator to discuss their goals, strategies, and desired resources. Each faculty member is encouraged to be creative in designing their program goals and strategies. Possible components of program design might include (but are not limited to):
  - a. Collaborating with another faculty member or group of faculty members to observe classes and discuss teaching, or to discuss scholarly activity.
  - b. Course redesign.
  - c. Learning, developing, and implementing new pedagogical techniques or technologies
  - d. Planning a new program of scholarship and creative work
  - e. Planning new directions for future service activities.
3. **Written Summary:** Each participant will summarize in writing their goals and the strategies and resources needed to achieve those goals over the next three to five years. The summary will be shared with the program coordinator, and the coordinator will notify the participant's department chair that the participant has completed the program.
4. **Proposal:** Participants may apply for a Post-Tenure Development (PTD) grant upon completion of the program. Eligibility extends for one fiscal year beyond the program's end. PTD grants are overseen by the Faculty Development and Research Committee and are intended to support goals articulated in a participant's written summary.

## 4.3 Student Course Surveys

### 4.3.1 The Place of the Student Course Surveys in the Evaluation of Faculty

Faculty-student interaction, typically in the classroom and the context of a course, but also electronically in those instances where emergency remote teaching is required, is the foundation of teaching and learning. Although students are not in the position to evaluate faculty formally, their firsthand observations of the course and their classroom experiences provide information about the quality of instruction from a student's perspective. Furthermore, students have the reasonable expectation that their input will be solicited and reviewed. Faculty encourage students to respond to surveys in a thoughtful way; in turn, faculty consider these responses thoughtfully when thinking about how to improve their teaching and their courses.

At points of formal review, faculty present and respond to course surveys in their requests for retention, tenure, and promotion. During such formal review faculty responses to student course surveys are but one part

of a larger body of evidence used to assess teaching effectiveness, as detailed in section 2.5.1.

Faculty ordinarily present the last four semesters of student course surveys in third-year review; all end-of-semester surveys since the last review for tenure review; and course surveys from the previous three years for promotion review apart from tenure.

If the review period for a faculty member includes semesters when emergency remote teaching was required, the dean of the faculty may authorize fewer semesters of student course survey data or allow applicants to substitute student course survey data from previous semesters when possible.

Student course surveys can play an important role in the processes of mentoring and curricular development as well; as always, they are most useful when read from the perspective of experienced instructors and considered in the context of other measures of teaching effectiveness.

## 4.3.2 Purposes and Principles

Student course surveys play important roles for all faculty members, tenured, tenure-track, or term. Specifically, they assist in faculty development, mentoring, and evaluation, as well as curricular improvement. Appropriate uses of student course surveys include:

- curricular and pedagogical improvement for all faculty, whether tenured, tenure-track, or term;
- mentoring of faculty, including developing specific skills and knowledge that will enhance the faculty member's professional and personal growth;
- evaluation of ranked faculty at times of annual reports and third-year, tenure, promotion, and post-tenure reviews;
- decisions regarding the retention of term faculty;
- addressing student complaints regarding courses or faculty professional conduct; and
- improvement of department/program curriculum, in accordance with departmental/program policy.

If the period covered by any review process includes semesters when emergency remote teaching is or was required, the dean of the faculty can determine that faculty have the option not to include the respective course surveys as part of the review process. In such circumstances, if a faculty member chooses not to include them as part of the review, the student course surveys shall not be used to evaluate faculty or to make decisions regarding the retention of term faculty.

## 4.3.3 Practices

### 4.3.3.1 Required Survey Questions

The Joint Faculty Senate determines and revises any required questions.

### 4.3.3.2 Additional Questions

Departments and programs may develop additional questions for purpose of curricular improvement and may establish supplementary protocols for access and required use as appropriate to their departmental and curricular needs.

Individual faculty members may develop and administer supplemental student course survey questions.

### 4.3.3.3 Frequency and Timing

Student surveys are to be administered by all faculty each semester for all credit-bearing courses with enrollment of five or more students.

For full semester courses, faculty administer the student course surveys on-line and in class in the last two weeks of the course (excluding the final exam period). In courses offered for less than a full semester, surveys are administered in the last week of the course. For courses without standard meeting times, faculty will make every effort to gather the students together in the above time periods to administer the surveys.

In semesters in which emergency remote teaching is required, the dean of the faculty may authorize faculty to administer the survey outside of regularly-scheduled class times as the circumstances warrant.

### 4.3.3.4 Electronic Administration of the Surveys

Students complete the on-line course surveys in class (except in those semesters in which emergency remote teaching is required) and with, their own electronic devices. Provisions will be made for those students who do not have an appropriate device.

Student course surveys will be facilitated online, using either an outside third-party service provider or internal IT Services technology. In either format, IT services will provide technical support and assure anonymity for the students. Student course survey results will be available to the faculty member online but not until after the deadline for final grade submissions.

A secure repository will store completed surveys for each faculty member. Faculty who leave the employ of the college or university shall continue to have access to completed surveys for their course for a period of six months after the end of their contract term.

### 4.3.3.5 Raw Data Results

The raw data will be considered the property of the faculty person as follows: Faculty retain rights to the raw data as described in Section 4.2.3.4, which affords faculty access to survey data for a reasonable periods following the end of their contract term, and 4.3.4, which allows faculty members to share survey results with whomever they wish, both inside and outside the institutions. Because the purpose of this data collection is to track individual growth, this information is **not** to be used in statistical analyses comparing faculty members and departments with each other.

## 4.3.4 Access to the Survey Results

The following parties have access to the completed student course surveys:

1. the faculty member teaching the course;
2. the dean of the faculty or dean of curriculum and assessment;
3. the faculty member's department or program chair for courses taught within the department or program and cross-listed courses, as described in 4.3.5;
4. tenured and tenure-track colleagues within the department, at third year, tenure, and promotion reviews, to aid both in the preparation of their letters of evaluation and in any departmental evaluation of the candidate's file; and
5. the Rank and Tenure Committee, at the third year, tenure, and promotion reviews, as described in sections 2.5.0.1, 2.5.1, 2.6.5.2, and 2.7.2.3.

In addition, individual faculty members may share the results of their student course surveys with whomever they wish, both inside and outside the institutions, at times and for purposes they deem appropriate.

If a faculty member decides not to include student course surveys from semesters when emergency remote teaching was required, as described in 4.3.2, the parties in subsection b and c have access to those surveys but may not use them for faculty evaluation or decisions regarding retention; the parties in subsections d and e have no access.

### 4.3.5 Protocols Regarding the Chair's Access to Results of the Student Course Surveys

Reviewing student course surveys is an important responsibility that should be carried out collegially, respectfully, and in the context of other evidence about the faculty member's teaching. Department chairs and program directors must wait one week after the deadline for the final grade submissions to commence their review of any student course surveys specified below.

#### 4.3.5.1 Department Chairs

Department chairs have access to the surveys of faculty with locus of appointment in their department and other faculty who teach courses in their department for the purpose indicated below.

- a. Tenure-track faculty: each semester for the purpose of mentoring; writing the annual evaluations for probationary faculty at first, second, fourth, and fifth years; and writing the chair's letter at review times;
- b. Tenured faculty; every three years, unless the tenured faculty member is already undergoing a formal promotion or post-tenure review, for the purposes of ongoing faculty evaluation and development; at the request of either the chair or the tenured faculty member, the dean of the faculty may conduct the review of the student course surveys. If the chair receives student complaints about a faculty member's course or professional conduct, she/he may access the results of the surveys, in conjunction with other evidence, to address concerns as appropriate. In this case, the chair notifies the faculty member.
- c. Term faculty: each semester, for the purposes of mentoring, ongoing faculty development, writing the annual report, and decisions regarding retention.

If a faculty member decides not to include student course surveys from semesters when emergency remote teaching was required, as described in 4.3.2, department chairs may continue to use student course surveys for the purpose of mentoring and ongoing faculty development but may not use student course surveys for the purpose of faculty evaluation or decisions regarding retention.

#### 4.3.5.2 Chairs of Interdisciplinary Departments and Programs

Chairs and directors of interdisciplinary departments and programs have access to the surveys for the following courses in the respective departments and programs:

1. Upper-division courses that are a requirement for the interdisciplinary program as listed in the Academic Catalog: each semester.
2. First year Seminar, Ethics Common Seminar, and Honors: each semester.

If a faculty member decides not to include student course surveys from semesters when emergency remote teaching was required, as described in 4.3.2, chairs and directors of interdisciplinary departments may continue to use student course surveys for the purpose of mentoring and ongoing faculty development but may not use student course surveys for the purpose of faculty evaluation or decisions regarding retention.

In these cases, the chairs and directors use the surveys as part of a larger body of evidence to mentor faculty, assure instructional quality,

and determine continued participation of the faculty person in the interdisciplinary department or program. At the request of either the chair or the faculty member, the dean of the faculty may be party to the review of the course surveys.

## 4.4 Protocol for the Addition of an Academic Program

A group of interested individuals who wish to create a new academic program should follow the procedure described below. See also sections 5.3.1.2, 5.3.4.2 and 5.3.5.2 for detailed descriptions of the additional committee responsibilities associated with this protocol.

This section applies both to undergraduate and post-baccalaureate programs. Post-baccalaureate programs may include: certificate-bearing programs; post-baccalaureate programs for students seeking additional coursework in preparation for graduate programs; 4+1 programs in which students complete both a BA or BS degree in addition to a Master's degree over the course of five years; Master's programs (including but not limited to MA, MS, MBA, MEd, MPH, etc.); specialist programs (such as an EdS); and Doctoral programs.

### 4.4.1 Addition of an Undergraduate Academic Program

1. During the initial planning stage, the proposing group will gather evidence to support the claim that adding the program will improve academic opportunities for CSB/SJU students and the academic environment of our campuses. Specifically, the group should be able to:
  - a. demonstrate that the program is in concordance with the missions of the college and university and with the Academic Commitments to the Mission;
  - b. demonstrate that the program's goals cannot be met effectively within an existing department or program;
  - c. provide evidence of demand for the program;
  - d. compare the program to similar programs at other liberal arts institutions, with some emphasis on peer and aspirant institutions;
  - e. identify an academic home for the program; and
  - f. discuss how the addition of the program will affect existing departments or programs (letters from the chairs of affected programs will evince the thoroughness of consultation).
2. The proposing group will submit an initial proposal to the Coordinating Committee for Academic Policies and Standards (CCAPS) and the Academic Planning and Budget Committee (APBC). CCAPS will coordinate the review of the proposal with the other committees mentioned in section 4.4. The initial proposal should outline the proposed curriculum for the new program as well as its rationale. APBC will advise the group on the proposal from both a budgetary and strategic planning perspective. In its budgetary role APBC will review the proposal for its budgetary, resource and space implications. In its planning role it will review the proposed program using the six criteria listed above. The committee will assess whether the application aligns with strategic academic initiatives and is (a) currently feasible, (b) feasible within a short time or with minor adjustments or (c) feasible only in the long-term or with major adjustments. APBC will submit the initial proposal to the Provost and the Associate Provost who will review the proposal on the basis of the same criteria used by APBC. APBC will inform CCAPS of its feedback.
3. Once APBC gives its preliminary feedback on the program addition, and the proposal has support from the provost, the planners

then submit a formal proposal to the Academic Curriculum Committee (ACC) and the Program Assessment Committee (PAC) for simultaneous review. This proposal should include the rationale for the program, its learning goals, its curriculum (with any changes deemed appropriate) and an assessment plan.

4. ACC will evaluate the academic merit of the program and its curriculum. The proposing group should remember that all new courses that are part of the proposal must be approved, as appropriate, by the AAC, PAC and General Education Curriculum Committee (GECC) before they may be offered.
  5. PAC will evaluate the plans for assessment of student learning and program effectiveness provided in the formal proposal. This committee will expect the proposal to evaluate the following items:
    - a. mission statements,
    - b. goals,
    - c. student learning outcomes,
    - d. curriculum maps,
    - e. and assessment plans for consistency with institutional missions and adherence to quality assessment standards including (a) the stage in the curriculum at which specific goals and objectives will be assessed and (b) the years and semesters these assessments will be conducted.
  6. ACC and PAC will return the formal proposal to CCAPS with their recommendations.
  7. The Chair of CCAPS will contact the Chairs of APBC, ACC, and PAC when both an initial and formal proposal for a new program is received to encourage prioritization of review. Recommended review time for each committee is within 30 working days, if feasible.
  8. If, in the estimation of CCAPS, the feasibility of the final proposal is unchanged with respect to the criteria of 4.4.1.a, it will present the proposal directly to the Faculty Senate, as described in 4.4.1.i. However, if CCAPS decides further consideration from budgetary and planning standpoints is needed, it will return the proposal to APBC for reconsideration using the criteria specified in 4.4.1.a. APBC will then notify CCAPS of its recommendation in a timely fashion.
  9. If ACC, PAC and APBC support the formal proposal, CCAPS will forward the proposal to the Senate Executive Committee for consideration by the Joint Faculty Senate. The group proposing the new program will present the proposal, along with comments from other committees that reviewed the proposal, to the Joint Faculty Senate.
  10. If the Senate approves the proposal, it will be presented to the Boards of Trustees for final consideration.
- d. discuss how the addition of the program will affect existing departments or programs, including how the program might enhance programmatic and/or professional opportunities for already-existing undergraduate programs (letters from the chairs of affected programs will evince the thoroughness of consultation);
  - e. provide an estimate of start-up funds needed for the program as well as the source of the start-up funds, if known;
  - f. propose a staffing plan, including whether new staff (tenured, tenure-track, or term) will need to be hired, and the extent to which current faculty would need to staff the program (letters from the chairs of affected programs will evince the thoroughness of consultation);
  - g. if applicable, explain how the program will meet and maintain licensure and/or accreditation standards from appropriate external accrediting/licensure bodies.
2. The proposing group will submit an initial proposal to CCAPS and APBC. CCAPS will coordinate the review of the proposal with the other committees mentioned in section 4.4. The initial proposal should outline proposed curriculum for the new program as well as its rationale. APBC will advise the group on the proposal from both a budgetary and strategic planning perspective. In its budgetary role APBC will review the proposal for its budgetary, resource and space implications. In its planning role it will review the proposed program using the seven criteria listed above. The committee will assess whether the application is (a) currently feasible, (b) feasible within a short time or with minor adjustments or (c) feasible only in the long-term or with major adjustments. APBC will submit the initial proposal to the provost, who will review the proposal on the basis of the same criteria used by APBC. APBC will inform CCAPS of its decision.
  3. If APBC gives its preliminary approval of the program addition, and the proposal has support from the provost, the planners then submit a formal proposal to CCAPS. This proposal should include the rationale for the program, its learning goals, its curriculum (with any new courses or changes to existing courses deemed appropriate) and an assessment plan. If appropriate, CCAPS will seek input from ACC and PAC.

ACC needs to be involved only if the proposal includes new or revised courses that undergraduate students might enroll in along with post-baccalaureate students (such as hybrid undergraduate/post-baccalaureate courses), and PAC needs to be involved only if the program will not entail a rigorous external accreditation, in which case:

- a. ACC will evaluate the academic merit of the undergraduate components of the program and its curriculum. If it approves the proposal it will forward it to PAC and inform CCAPS as well.
- b. PAC will then evaluate the plans for assessment of student learning and program effectiveness. This committee will expect the proposal to evaluate the following items:
  - i. mission statements;
  - ii. goals;
  - iii. student learning outcomes;
  - iv. curriculum maps; and
  - v. assessment plans for consistency with institutional missions and adherence to quality assessment standards including:
    1. the stage in the curriculum at which specific goals and objectives will be assessed; and

#### 4.4.2 Addition of a Post-Baccalaureate Academic Program

1. During the initial planning stage, the proposing group will gather evidence to support the claim that adding the program will improve academic opportunities for CSB/SJU students and the academic environment of our campuses. Specifically, the group should be able to:
  - a. demonstrate that the program is in concordance with the missions of the college and university and with the Academic Commitments to the Mission;
  - b. provide evidence of demand for the post-baccalaureate program, including market analysis data and input from Admissions;
  - c. compare the program to similar programs at other relevant institutions;

2. the years and semesters these assessments will be conducted.

If it approves the proposal PAC will inform CCAPS.

The proposing group should remember that all new undergraduate courses that are part of the proposal must be approved, as appropriate, by ACC, PAC, and GECC before they may be offered.

4. If, in the estimation of CCAPS, the feasibility of the final proposal is unchanged with respect to the criteria of 4.4.2.a, it will present the proposal directly to the Faculty Senate, as described in 4.4.2.f. However, if CCAPS decides further consideration from budgetary and planning standpoints is needed, it will return the proposal to APBC for reconsideration using the criteria specified in 4.4.2.a. APBC will then notify CCAPS of its recommendation in a timely fashion.
5. If ACC and PAC (if appropriate), and APBC support the formal proposal, CCAPS will forward the proposal to the Senate Executive Committee for consideration by the Joint Faculty Senate. CCAPS and the group proposing the new program will present the proposal, along with comments from other committees that reviewed the proposal, to the Joint Faculty Senate.
6. If the Senate approves the proposal, it will be presented to the Boards of Trustees for final consideration.

## 4.5 Faculty Administrative Committees

The faculty of the college and university may serve on administrative committees. Administrative committees have a designated purpose, such as the protection of human and animal subjects in research but are outside of the formal faculty governance structure. Members may be volunteers or appointed by the administrative committee. Participation on these committees is recognized as service to the college and university.

### 4.5.1 Institutional Review Board

The United States Department of Health and Human Services has established regulations for the protection of human subjects according to the Code of Federal Regulations, Title 45, Part 46 (45 CFR 46). The Institutional Review Board (hereafter known as the IRB) carries out the requirements of 45 CFR 46. The IRB's policies apply to all human research and research-related activities of which this institution is a responsible participant regardless of the source of funding or whether or not funding exists.

#### 4.5.1.1 Composition

The IRB shall be composed of at least 11 members including faculty, staff, and non-college community representatives. The number and composition shall be in compliance with 45 CFR 46.107. Members of the IRB will serve staggered three-year terms, with no limit to the number of terms for any member. The committee is appointed by the provost.

#### 4.5.1.2 Responsibilities

All research involving human subjects must be reviewed by the IRB. In order to approve research, the IRB shall determine that research requirements are satisfied.

The IRB will notify investigators in writing of its decision to approve or disapprove the proposed research activity, or of modifications required to secure IRB approval. If the IRB disapproves a research activity, it will include in its written notification a statement of the reasons for its

decision and give the investigator an opportunity to respond in person and in writing.

The use of human subjects is a privilege granted to the investigator rather than a right. The policies and procedures of this board are designed to meet minimal criteria established by Federal law and Federal regulations.

### 4.5.2 Institutional Animal Care and Use Committee

The Institutional Animal Care and Use Committee (IACUC) at CSB/SJU reviews research protocols involving animals to ensure compliance with Federal standards. It also oversees the animal care and use program at these institutions. All research involving animals must be reviewed and approved by the Committee before work may begin.

#### 4.5.2.1 Composition

The committee is composed of faculty representatives from the sciences and at least one non-science member of the faculty. In addition, the IACUC must include a community member from outside the institutions, as well as the consulting veterinarian. The committee is appointed by the dean of curriculum and assessment, dean of the faculty or provost.

#### 4.5.2.2 Responsibilities

The committee reviews research proposals involving animal subjects on an as-needed basis, inspects campus facilities that house animal subjects (biannually), maintains ongoing records of campus care and use of animals, prepares annual reports for and the USDA and receive unannounced inspections from USDA representatives.

## PART V

### Faculty Handbook

#### COLLEGE OF SAINT BENEDICT AND SAINT JOHN'S UNIVERSITY

## 5.0 Faculty Governance

The faculty of the college and university are organized with a Joint Faculty Assembly, College of St. Benedict and St. John's University-specific assemblies, a Joint Faculty Senate, standing committees, and ad hoc committees which carry out faculty responsibilities for shared governance. Part V of the faculty handbook describes the structure and functions of faculty governance. Revisions to Part V are made in accordance with the procedures described in Section 2.16.

### 5.0.1 Faculty Role in Governance

The primary role of the faculty in governance is the implementation of the educational goals of the College of Saint Benedict and St. John's University. In this capacity the faculty is responsible for curricular requirements including but not limited to: admissions and graduation requirements, the general education curriculum, additions and deletions of majors, minors, or programs. The faculty is also responsible for issues relating to faculty welfare including but not limited to: appointments, reappointments, non-reappointments, tenure, promotion, sabbaticals, compensation, working conditions, and faculty development.

The faculty participates in college governance through the Joint Faculty Assembly, the Joint Faculty Senate, and through its representatives on standing committees or ad hoc committees of the College of St. Benedict and St. John's University.

Generally, the initiation of educational policy is the responsibility of the faculty. Whether changes in educational policy are initiated by the faculty, the academic administrators, the president, or the Boards of Trustees, changes of a major nature in educational policy require consultation

among the faculty, the provost, the president, and the Boards, unless there is agreement to do otherwise.

Faculty members have additional responsibilities to exchange information with and serve as consultants to constituencies of the college [university]. These responsibilities may be fulfilled by participation in the Boards of Trustees, committees of the Boards or the administration, divisional and/or departmental governance, or ad hoc committees.

The faculty are subject to the reserve power of control by the Boards of Trustees in their prescription and determination of requirements for admission, the curriculum requirements for graduation, the nature and number of degrees to be conferred, and regulations for the conduct of the educational work of the college [university]. No exercise of the powers herein conferred on the faculty which, in the judgment of the president involves a major issue in the educational policy, shall take effect without the concurrence of the president and the approval of the Boards. The power of the review or final decision in these areas is lodged in the Boards or delegated by it to the president. Only in exceptional circumstances, however, is non-concurrence exercised, and the reasons for the action are communicated to the faculty.

## 5.1 The Joint Faculty Assembly

The Joint Faculty Assembly is the body in which the faculty of the College of Saint Benedict and Saint John's University conduct their collective business.

### 5.1.1 Composition

The voting members of the Joint Faculty Assembly are those faculty members of the College of Saint Benedict and Saint John's University who are:

1. full-time tenured/tenure-track faculty (see Section 2.1.2.1),
2. reduced-load tenured/tenure-track faculty (see Section 2.1.2.2), or
3. full-time, term-appointment faculty (see Section 2.1.4.2).

The president, the provost, and all other full-time, academic administrative staff are nonvoting, ex-officio members. Other administrators and staff, other faculty members, and students may attend meetings and participate in discussions but do not enjoy voting rights, are not counted in the quorum, and may not introduce business.

### 5.1.2 Responsibilities

The duties and responsibilities of the Joint Faculty Assembly are to:

1. deliberate and act on behalf of the whole faculty on all matters relating to Part II of the faculty handbook;
2. deliberate and act on behalf of the whole faculty on undergraduate curricular matters (including but not limited to admission and graduation requirements, the general curriculum, and additions and deletions of majors, minors, and programs);
3. deliberate and act on behalf of the whole faculty on faculty welfare (including but not limited to issues of tenure, promotion, sabbaticals, faculty development, compensation, and working conditions);
4. deliberate and act on behalf of the whole faculty on any other matters which are the concern or responsibility of the joint faculty; and
5. create its own structure, procedures, and rules.

The Joint Faculty Assembly delegates to the Joint Faculty Senate, which delegates to the standing committees the responsibilities which are detailed in the committee descriptions in Section 5.3.

### 5.1.3 Procedures

The following procedures apply to Joint Faculty Assembly meetings:

1. Joint Faculty Assembly members, administrators and staff, and other faculty members are to be notified of the schedule of the Joint Faculty Assembly meetings at the beginning of each academic year. For official action to occur e-mail notice of the time, place, and date of the meeting and its agenda must be sent to the members at least 48 hours before the meeting is scheduled to begin.
2. Prior to each regular meeting, Joint Faculty Assembly members are to receive the minutes and any corresponding reports or information from the previous meeting. Joint Faculty Assembly documents are also stored electronically on a shared site which is accessible to all Joint Faculty Assembly members.
3. The agenda for meetings of the Joint Faculty Assembly is set by the Executive Committee of the Senate which may receive requests for agenda items from the academic officers of the college and university, from the Faculty Senate, standing committees of the Joint Faculty Assembly, from *ad hoc* committees, and from voting members of the assembly. An issue is automatically placed on the agenda by signed petition of 10 percent of the voting members of the Joint Faculty Assembly.
4. New agenda items may also be proposed at any Joint Faculty Assembly meeting by any member. If at least 10 percent of those present and voting support placing the item on the assembly agenda, it will be added to the agenda for the next assembly meeting. An item may be added to the agenda of the current meeting by a vote of two-thirds of those present and voting.
5. Special meetings of the Joint Faculty Assembly may be called by the chair or in the chair's absence by the vice-chair, or by the Joint faculty Senate by the petition of at least 20 percent of the voting members of the Joint Faculty Assembly.
6. Emergency meetings of the Joint Faculty Assembly may be called by the chair or vice-chair. Should an emergency occur that, in the view of the chair and vice-chair, necessitates immediate attention by the Joint Faculty Assembly, the requirements for 48-hour notice may be waived. The chair and vice-chair must make every reasonable attempt to notify all members of the assembly of the time, place, and date of the emergency meeting. A quorum is still required to conduct official business.
7. One-fourth of the voting members of the Joint Faculty Assembly constitute a quorum for the purpose of conducting official business.
8. Electronic Voting:
  - a. Votes on motions before the Joint Faculty Assembly will normally occur at Assembly meetings. However, the Joint Faculty Assembly may, by a vote of two-thirds of those present and voting, either by a separate motion or an incidental motion, approve electronic voting in accord with the procedures described in 5.1.3.i.
  - b. Votes on motions before the Joint Faculty Senate will normally occur at senate meetings. However, the senate, by a vote of two-thirds of those present and voting, may approve either a separate motion or an incidental motion to put the matter to a vote of the entire Joint Faculty Assembly. In doing so, the Joint Faculty Senate may also choose to employ electronic voting by the Joint Faculty Assembly as described in 5.1.3.i. Electronic voting on a

motion will be conducted and supervised by the Senate Executive Committee as described in 5.1.3.i.

- c. The procedures for electronic voting are as follows:
  - i. The chair of the Joint Faculty Assembly will send a message electronically to the voting membership of the Joint Faculty Assembly
    1. Presenting the motion and rationale for the motion and
    2. Initiating an electronic discussion of the motion
  - ii. Voting members of the Joint Faculty Assembly will have a minimum of 5 working days to hold an electronic discussion of the motion before the Assembly Chair sends out the electronic ballot.
  - iii. Voting members of the Joint Faculty Assembly will have five working days to cast their electronic ballot, with confidentiality of ballots ensured by the Senate Executive Committee.

9. The American Institute of Parliamentarians *Standard Code of Parliamentary Procedures* (2012 or most recent edition) is the parliamentary authority of the Joint Faculty Assembly, subject to any rules and procedures specified in Part V.
10. Except as otherwise provided in Part II, any action taken by the Joint Faculty Assembly is reported to the provost, who is responsible for both securing any necessary approvals and reporting back to the Joint Faculty Senate.
11. Separate votes by the faculty of the college and by the faculty of the university at meetings of the Joint Faculty Assembly ordinarily occur only when required by contract. For purposes of such a vote, one-fourth of the voting members of the Joint Faculty Assembly under contract to the college or university, whichever pertains, constitute a quorum.
12. The Joint Faculty Assembly retains authority to reverse a Joint Faculty Senate decision according to the procedures described in section 5.4.2.2.e.
13. The Joint Faculty Assembly retains authority to amend or abolish the Faculty Senate constitution according to the procedures described in section 5.4.2.2.f.

### 5.1.4 Assemblies of the College and the University

The faculties of the college and the university retain the right to form and meet in separate assemblies to conduct business which is peculiar to that faculty. Unless otherwise provided for by the separate assembly, the chair and vice-chair of the Joint Faculty Assembly are ex-officio also chair and vice chair for meetings of the separate assemblies.

Unless otherwise provided for by the separate assembly, the secretary and parliamentarian of the Joint Faculty Assembly are ex-officio secretary and parliamentarian for meetings of the separate assemblies.

The secretary of the Joint Faculty Assembly is selected by Joint Faculty Senate Executive Committee. If the secretary is not a member of the faculty, then the secretary has no voting privileges. The responsibilities of the secretary are to take minutes at meetings of the Joint Faculty Assembly.

In the absence of the secretary from an assembly meeting, the presiding officer appoints a member of the assembly to serve as secretary for the duration of the meeting.

## 5.2 Elected Officers and Parliamentarian of the Joint Faculty Assembly

The elected officers of the Joint Faculty Assembly are the chair and the vice-chair. These same individuals serve as chair and vice-chair of the Joint Faculty Senate. The Parliamentarian is appointed, as directed in section 5.2.3.

### 5.2.1 Chair of the Joint Faculty Assembly

The chair of the Faculty Senate also presides over the Joint Faculty Assembly. The chair's duties as chair of the Senate are outlined in 5.4.5.2. The responsibilities of the chair to the Joint Faculty Assembly are to:

1. convene and preside over the separate assemblies of the College of Saint Benedict and Saint John's University faculty which occur within meetings of the Joint Faculty Assembly.

### 5.2.2 Vice-chair of the Joint Faculty Assembly

The responsibilities of the vice-chair to the Joint Faculty Assembly are to:

1. convene and preside over meetings of the Joint Faculty Assembly when the chair is absent and
2. serve as the chair of the Committee for the Coordination of Academic Policies and Standards.

The vice-chair's duties as vice-chair of the Senate are outlined in Section 5.4.5.3.

### 5.2.3 Parliamentarian

The Parliamentarian, appointed by the Executive Committee of the Senate, advises the presiding officer and all members of the Joint Faculty Assembly and serves as a consultant to the Executive Committee of the Senate regarding parliamentary procedure and will render a ruling in cases of parliamentary challenges. Rulings of the parliamentarian will be based upon, and may be challenged in accord with, the parliamentary authority specified in Section 5.1.3.

In the absence of the parliamentarian from an assembly meeting, the presiding officer appoints a member of the assembly to serve as parliamentarian for the duration of the meeting.

### 5.2.4 Vacancies

Should the office of chair of the Joint Faculty Assembly become vacant during the fall semester, the vice-chair of the Joint Faculty Assembly assumes the office of chair for the remainder of the outgoing chair's term. Should the office of chair of the Joint Faculty Assembly become vacant after the fall semester, the vice-chair of the Joint Faculty Assembly assumes the office of chair for the remainder of the outgoing chair's term and an additional one-year term. A special election, arranged by a committee of the Joint Faculty Senate, must occur to identify a new vice-chair from the appropriate faculty.

Should the office of vice-chair of the Joint Faculty Assembly become vacant during the fall semester, a special election, arranged by a committee of the Joint Faculty Senate, must occur.

## 5.3 Standing Committees of the Joint Faculty Assembly

The standing faculty committees of the college and university actively participate in the governance of the college and university. The standing committees report to the Joint Faculty Senate, except that campus-

specific standing committees report to the appropriate assembly for that campus. The standing faculty committees are:

- Coordinating Committee for Academic Policies and Standards (CCAPS) (Section 5.3.1)
- Program Assessment Committee (PAC) (Section 5.3.2)
- The General Education Curriculum Committee (GECC) (Section 5.3.3)
- The Academic Curriculum Committee (ACC) (Section 5.3.4)
- Academic Planning and Budget Committee (APBC) (Section 5.3.5)
- Faculty Development and Research Committee (FDRC) (Section 5.3.6)
- Rank and Tenure Committee (Section 5.3.7)
- Faculty Handbook Committee (FHC) (Section 5.3.8)
- Faculty Compensation and Benefits Committee (FCBC) (Section 5.3.9)
- Graduate Theological Studies Committee (GTSC) (Section 5.3.10)

#### a. General Procedures for Standing Committees

1. Faculty service on a standing faculty committee or as an officer of the faculty is an integral part of a faculty member's responsibility.
2. Standing committee representatives are elected by:
  - a. All members of the Joint Faculty Assembly for at-large standing committee representatives;
  - b. All members of the respective division of the Joint Faculty Assembly for divisional representatives;
  - c. All members of the School of Theology for the graduate Theological Studies Committee.
3. School of Theology
  - a. When there is a designated School of Theology representative on a committee, School of Theology faculty members vote only for the School of Theology representative.
  - b. When there is no designated School of Theology representative on a committee, faculty members of the School of Theology will vote with the Humanities Division, except for faculty of the School of Theology who hold a joint appointment in a department outside the Humanities Division.
4. Faculty in More than One Division
  - a. Faculty members holding a joint appointment in two divisions (or in the School of Theology and some division other than Humanities) will vote in the division of their administrative home department as identified in their memorandum of understanding.

For the purpose of elections to standing committees, departments will be associated with divisions as follows:

- **Fine Arts Division** – Art, Music, Theater;
- **Humanities Division** – Communication, English, Hispanic Studies, History, Languages & Cultures, Philosophy, Theology;
- **Natural Science Division** – Biology, Chemistry, Computer Science, Environmental Studies, Mathematics, Nursing, Nutrition, Physics;
- **Social Science Division** – Accounting and Finance, Economics, Education, Exercise Science and Sport Studies, Global Business Leadership, Military Science, Peace Studies, Political Science, Psychology, and Sociology.

5. The Senate Committee on Elections or a designated Subcommittee of the Joint Faculty Assembly supervises the elections of faculty members to standing committees and to faculty offices. Elections shall be conducted by electronic ballot, with confidentiality of ballots

ensured by the committee. In the case of election ties, the committee may, at its discretion, rerun the election or toss a coin to determine the winner.

6. Should a vacancy occur among the elected members of a committee, the Senate Executive Committee appoints a new member to serve the remainder of the academic year. Election to complete the remainder of the term will take place at the next scheduled election. Terms of office start during the last committee meeting of the spring semester but not earlier than four weeks before the last day of final examinations.
7. If the elected members of a committee are to serve multiple-year terms, the terms are staggered to ensure continuity.
8. An ex-officio member of a committee is one who becomes a member by virtue of an office held. Consultant members, including student representatives, are appointed to assist the deliberations of the committee and to facilitate communication of appropriate offices, administrative areas and student governments. Such members have the same rights and responsibilities as do other members of the committee with the exception of voting rights, which are stipulated below.
9. Only elected, appointed or ex-officio faculty members of standing committees vote on matters before the committee. Ex-officio administrative members and consultants are not voting members of standing faculty committees or subcommittees.
10. Each newly constituted standing committee and subcommittee meets in the spring to elect its chair and begin its work for the coming year. Unless otherwise noted, the chair of the committee is to be chosen from the tenured faculty members of the committee. Subcommittees may be chaired by non-tenured faculty members.
11. All faculty members, administrative officers, and students of the college and university are welcome to attend standing committee meetings, except portions of meetings designated by the committee as executive session. Any business pertaining to institutional policies and procedures is considered to be non-confidential and may not be discussed in executive session; any business which reviews, evaluates, or proposes action pertaining to a particular faculty member, student, group of individual faculty members, or group of individual students is considered confidential and must be discussed in executive session.

#### c. Committee chairs

Each standing committee has a chair. The responsibilities of the chair are to:

1. report proposals and requests of the committee to the proper channels;
2. respond to proposals and requests on behalf of the committee;
3. establish the agenda for committee meetings and notify faculty and administration of the times of meetings;
4. oversee the maintenance of minutes and records, report non-confidential portions of the minutes as specified by the Faculty Senate, and make them available to the faculty, the dean of the faculty, the dean of curriculum and assessment, the provost, and president.
5. submit an annual report to the Faculty Senate;
6. communicate regularly with other chairs when there are matters of shared concern before the committee;
7. transmit recommendations on changes in policy and procedure to the Faculty Senate; and

- periodically summarize the committee's non-confidential activities for the appropriate assembly.

### 5.3.1 Coordinating Committee for Academic Policies and Standards (CCAPS)

The members for the Coordination of Academic Policies and Standards reviews and makes recommendations regarding new academic policies and standards or changes in existing academic policies and standards. In addition, the work of the Academic Curriculum Committee, Common Curriculum Committee, Academic Budget and Planning Committee, and Program Assessment Committee with regard to proposed new academic programs.

#### 5.3.1.1 Composition

The members of the Committee for the Coordination of Academic Policies and Standards are: One representative from each of the following committees: Academic Curriculum Committee, General Education Curriculum Committee, Academic Budget and Planning Committee, and Program Assessment Committee, and the vice-chair of the Joint Faculty Assembly. The chair of the committee is the vice-chair of the Joint Faculty Assembly. At least three members of the committee must be tenured.

Ex-officio members are: the provost or delegate appointed by the provost.

#### 5.3.1.2 Responsibilities

The duties and responsibilities of the committee are to:

- Review, when requested by the faculty Senate, the relationship among curricular, co-curricular, and extra-curricular learning in order to maintain excellence in academic programming;
- Monitor academic policies that relate to the work of the office of Academic Affairs, including that of the registrar, library, media, calendar committee and the office of Academic Advising. Refer recommended changes to the Joint Faculty Senate for action.
- Identify needs for any new academic policies and report these needs to the Joint Faculty Senate for action.
- Address policies on other academic matters not specifically assigned to other committees;
- In cooperation with the Offices of Admissions and Academic Advising periodically review academic standards for admission, academic probation and dismissal, and graduation and report recommended changes to the Joint Faculty Senate for action.
- participate in the process leading to the reduction, impaction, merger or closure of academic programs, as detailed in sections 2.14.3 and 2.14.4
- coordinate the work of PAC, APBC, and ACC as needed to ensure the timely processing of proposals for the addition of an academic program (see section 4.4)
- communicate with the appropriate faculty committee as deemed necessary, and
- initiate whatever action is necessary to fulfill its duties and responsibilities.

### 5.3.2 Program Assessment Committee (PAC)

The Program Assessment Committee promotes continuous improvement of student learning and teaching effectiveness through assessment and evaluations processes that foster integrity and excellence in academic programs.

#### 5.3.2.1 Composition

The members of the Program Assessment Committee are:

- five faculty members elected to three-year terms – one from each of the four academic divisions and one at large. At least three of the faculty members must be tenured.

Ex-Officio members are:

- the dean of curriculum and assessment;
- the director of assessment; and
- the assistant director of assessment

Consultants are:

- the registrar;
- the director of academic advising;
- the director of the libraries;
- a representative from Information Technology Services; and
- two students, one from each college, appointed by their respective student governments

#### 5.3.2.2 Responsibilities

The duties and responsibilities of the Program Assessment Committee are to:

- review and recommend any needed revisions to the institutional learning goals of the colleges;
- propose and review institutional academic assessment initiatives;
- evaluate plans for the assessment of student learning and program effectiveness in program review self-studies and action plans for adherence to quality program review and assessment standards. The Committee will only examine program review materials relevant to assessment.
- evaluate program mission statements, goals, student learning outcomes, curriculum maps, and assessment plans for consistency with institutional missions and adherence to quality assessment standards. These evaluations are usually conducted annually using program reports;
- evaluate plans for the assessment of student learning and program effectiveness in proposals for the addition of an academic program, as described in section 4.4, and in proposals for the revision of an academic program, when the revisions include changes to the assessment of student learning.
- coordinate assessment planning and activities across other standing committees including the Academic Curriculum Committee and the General Education Curriculum Committee;
- with respect to the general education curriculum, evaluate common curriculum goals, student learning outcomes, curriculum maps, and assessment plans for consistency with institutional missions and adherence to quality assessment standards;
- create and revise policies regarding the collection of long term data concerning the general education curriculum and student learning within the general education curriculum;
- report annually to the Faculty Senate on the aggregate findings of program assessment and review, and when appropriate, recommends action.
- provide consultation to institutional accreditation self-study teams.
- Communicate with the appropriate faculty committees as deemed necessary; and

12. Initiate whatever action is necessary to fulfill its duties and responsibilities.

### 5.3.3 The General Education Curriculum Committee (GECC)

The General Education Curriculum Committee oversees the quality and functioning of the general education curriculum.

#### 5.3.3.1 Composition

The members of the General Education Curriculum Committee are:

1. seven faculty elected to three-year terms—one elected from each of the four academic divisions and three elected at large. At least three of the faculty members must be tenured.

Ex-officio members are:

2. the dean of curriculum and assessment;
3. the registrar, the director of academic advising, the director of the libraries;
4. two students, one from Saint John's University and one from the College of Saint Benedict, appointed by their respective student governments, and
5. In addition, when deemed appropriate by the General Education Curriculum Committee chair, other faculty members who are charged with administration of the general education curriculum may serve as consultants.

#### 5.3.3.2 Responsibilities

The duties and responsibilities of the General Education Curriculum Committee are to:

1. oversee the ongoing development of the general education curriculum;
2. create, review, and revise policies relating to the general education curriculum;
3. review and act on proposals for general education curriculum designations;
4. review and act on proposals for new courses that are also applying for general education curriculum;
5. propose revisions in the general education curriculum to the Joint Faculty Senate;
6. communicate with the appropriate faculty committees as deemed necessary; and
7. initiate whatever action is necessary to fulfill its duties and responsibilities.

### 5.3.4 The Academic Curriculum Committee (ACC)

The Academic Curriculum Committee oversees the quality and functioning of the academic curricula of majors, minors, and programs, and any other credit bearing opportunities other than areas relating to the general education curriculum.

#### 5.3.4.1 Composition

The members of the Academic Curriculum Committee are:

Five faculty, elected to three-year terms—one elected from each of the four academic divisions and one elected at large. At least three of the faculty members must be tenured.

Ex-officio members are:

1. the Dean of Curriculum and Assessment,
2. the registrar, the director of academic advising, a representative for the libraries, and
3. two students, one from Saint John's University and one from the College of Saint Benedict, appointed by their respective student governments.
4. In addition, when deemed appropriate by the committee chair, other faculty members who are charged with administration of programs and curriculum may serve as consultants.

#### 5.3.4.2 Responsibilities

The duties and responsibilities of the Academic Curriculum Committee are to:

1. oversee the quality and ongoing development of the academic curriculum;
2. create, review, and revise policies relating to the academic curriculum;
3. review and act on proposals for new courses (except those that would carry a general education curriculum designation);
4. review and act on proposals for revisions in majors, minors, and programs;
5. evaluate the academic merit of formal proposals for the addition of new academic programs; as described in section 4.4;
6. recommend to the Faculty Senate the addition or deletion of majors, minors, and programs;
7. communicate with the appropriate faculty committees as deemed necessary; and
8. initiate whatever action is necessary to fulfill its duties and responsibilities.

### 5.3.5 Academic Planning and Budget Committee (APBC)

The Academic Planning and Budget Committee represents the faculty in the joint institutional strategic planning process and advises the provost on matters of budgeting and long-range programmatic, fiscal, and personnel planning for the academic areas. Although the committee regularly considers those matters referred to it by the provost, it may also respond to charges given it by the Faculty Senate and may initiate its own studies. The committee is charged with seeing that curricular planning meets the institutional missions and visions of the college and university.

#### 5.3.5.1 Composition

The members of the Academic Planning and Budget Committee are:

five faculty members, elected to three-year terms—one faculty member from each of the four academic divisions, and one faculty member elected at-large. At least two of the faculty members must be tenured.

Ex-officio members are:

1. the provost or a delegate appointed by the provost, and
2. the chair of the Joint Faculty Assembly

Consultants are:

3. the dean of the School of Theology,
4. the dean of curriculum and assessment,
5. the dean of the faculty
6. the Director of Financial Planning and Analysis or delegate appointed by the director, and
7. the dean of admissions and or a delegate appointed by the dean

### 5.3.5.2 Responsibilities

The duties and responsibilities of the Academic Planning and Budget Committee are to:

1. advise the provost on policies and priorities concerning college and university revenue and expenditures;
  2. assist the provost in the yearly ranking of academic priorities;
  3. advise the provost concerning budgetary adjustments;
  4. assist in the preparation of long-range fiscal plans for the academic area, including academic technology.
  5. communicate with the appropriate faculty committees as deemed necessary;
  6. participate in all phases of the development and execution of the institutional strategic planning process
  7. review and assess proposals for new academic programs for budgetary, resource and space implications as described in section 4.4, and consult with the provost concerning budget and wider issues of new majors, minors and programs;
  8. consult with the provost concerning budget and wider issues of new majors, minors and programs;
  9. consult with the provost concerning the need for academic program reduction, impaction, merger, and closure, according to Section 2.14.4.1;
  10. recommend Faculty Senate action on provost recommendations for academic program reduction, impaction, merger, and closure, according to Section 2.14.4.3.
- d. receiving copies of project reports funded through the committee and forwarding evaluations to the provost, and
  - e. maintaining records on projects funded through the committee;
2. oversee general professional development for faculty by:
    - a. reviewing and ranking sabbatical leave proposals,
    - b. reviewing requests for leaves and reduced teaching load associated with professional development and activities along with the recommendations of the chair of the department or head of the program in question, and
    - c. soliciting nominations for annual teaching awards and overseeing the selection of the recipients;
  3. recommend institutional changes and improvements necessary to accomplish these goals;
  4. recommend institutional changes and improvements necessary to support faculty research and development;
  5. communicate with the appropriate faculty committees as deemed necessary; and
  6. initiate whatever action is necessary to fulfill its duties and responsibilities.

The chair of the committee will meet with the Institutional Advancement Offices at least once a year to talk about funding needs of faculty and to discuss long-range planning for faculty development. The chair also serves as liaison with the provost to help meet institutional needs through professional development projects.

## 5.3.6 Faculty Development and Research Committee (FDRC)

The Faculty Development and Research Committee develops guidelines and implements policies, procedures, and programs which will enhance the personal, professional, and instructional development of the faculty, and it recommends institutional changes and improvements necessary to accomplish these goals.

### 5.3.6.1 Composition

The members of the Faculty Development and Research Committee are:

1. six faculty members, elected to three-year terms – one elected from each of the four academic divisions, one elected from the School of Theology, and one elected at large. At least three faculty members must be tenured.

Ex-officio members are:

2. either the provost or a delegate appointed by the provost.

### 5.3.6.2 Responsibilities

The duties and responsibilities of the Faculty Development and Research Committee are to:

1. administer faculty development funding by:
  - a. establishing criteria for funding, including academic technology requests for faculty development.
  - b. receiving funding requests from individual faculty members and departments for professional development projects,
  - c. making recommendations to the provost regarding distributing funds to individuals and departments,

## 5.3.7 Rank and Tenure Committee

According to the schedule and guidelines in Sections 2.1, 2.5, 2.6 and 2.7, the Rank and Tenure Committee regularly reviews the progress of the faculty with regard to their professional growth and their fulfillment of the obligations of faculty appointments. The committee makes recommendations to the provost concerning advancement to tenure and promotion in rank as set forth in Section 2.7, "Promotion Policies and Procedures."

### 5.3.7.1 Composition

The members of the Rank and Tenure Committee are:

1. twelve faculty members, elected to three-year terms – two from the Fine Arts Division, two from the Humanities Division, two from the Natural Science Division, two from the Social Science Division, and four elected at large.
2. dean of the faculty as ex-officio administrative member.

The faculty members must be tenured, with not more than two from any one department. Department chairs do not serve on the committee during a year when a member of their department is to be reviewed.

The committee is subdivided into two subcommittees, who review the files of candidates for third-year review, tenure and promotion not related to third year review or an application for tenure. One subcommittee reviews all candidates of one type of review, and the other subcommittee review all candidates for the other types of review. The Rank and Tenure Committee will use the number of candidates under review in each tier to determine the distribution of rank and tenure committee members between the two subcommittees.

Each subcommittee has five to seven members, including one member elected by each of the four divisions. The faculty members must be tenured faculty, with not more than two from any one department. Members from the same department as an applicant under review may serve on the committee but do not participate in deliberations and

voting on that file, unless their participation is necessary in order to have divisional representation on the subcommittee to which they are assigned.

In the academic year in which a faculty member applies for promotion to professor the faculty member may serve on this committee but not on the sub-committee charged with reviewing the promotion to professor files.

### 5.3.7.2 Responsibilities

The duties and responsibilities of the Rank and Tenure Committee are to:

1. receive data related to questions of rank, promotion, and tenure in order to assist the provost, in consultation with the dean of the faculty and the appropriate department chair, in determining when faculty members are eligible to apply for third-year review, tenure review, and promotion (see Sections 2.6.1, 2.6.3 and 2.7.1)
2. carry out all reviews according to the process and procedures described in Sections 2.5, 2.6, and 2.7;
3. review and recommend changes in the criteria for evaluating both the professional performance and the institutional needs governing reviews, tenure, and promotion to the Faculty Handbook Committee;
4. develop and follow a process of faculty review that is humane and practical and which promotes faculty development and growth;
5. advise the president on cases of suspension of faculty in accordance with procedures in Section 2.13.6.5;
6. communicate with the appropriate faculty committees as deemed necessary; and
7. initiate whatever action is necessary to fulfill its duties and responsibilities.

## 5.3.8 Faculty Handbook Committee (FHC)

The Faculty Handbook Committee acts as a resource to faculty members concerning faculty handbook policies and coordinates faculty deliberations concerning amendments to the faculty handbook.

### 5.3.8.1 Composition

The members of the Faculty Handbook Committee are:

1. five faculty members elected at large. At least three of the faculty members must be tenured.

Ex-officio members are:

2. the dean of the faculty or a delegate appointed by the provost.

### 5.3.8.2 Responsibilities

The duties and responsibilities of the Faculty Handbook Committee are to:

1. initiate or receive proposals for amending or revising the faculty handbook as described in Section 2.16;
2. process proposed faculty handbook changes through the Faculty Senate and the provost, who will notify the president and secure acceptance, rejection, or proposed amendments to the proposals in accordance with the procedures described in Section 2.16.3;
3. petition for emergency changes in the faculty handbook by following procedures in Section 2.16.4;
4. assist in the interpretation of particular passages in the faculty handbook;
5. initiate or receive charges of faculty handbook violations, and when necessary, implement procedures for action, including filing a grievance according to procedures in Section 4.1. When the Faculty

Handbook Committee initiates a grievance, the Senate Executive Committee shall perform all of the functions normally assigned to the Faculty Handbook Committee under the grievance procedure, including ruling on whether the alleged violation is grievable and appointing the ad hoc grievance committee.

6. oversee the preliminary steps of each grievance as described in Section 4.1.5 (except when the Faculty Handbook Committee is a party to the grievance) and report annually to the Faculty Senate about all faculty grievances filed, as described in Section 4.0.11.5;
7. act as an oversight committee for faculty handbook issues;
8. communicate with the appropriate faculty committees as deemed necessary; and
9. initiate whatever action is necessary to fulfill its duties and responsibilities.

## 5.3.9 Faculty Compensation and Benefits Committee

The Faculty Compensation and Benefits Committee formulates recommendations on compensation issues. The committee serves in an advisory capacity to the provost in the budgeting process as it relates to compensation.

### 5.3.9.1 Composition

The members of the Faculty Compensation and Benefits Committee are:

1. five faculty members elected at large. At least four of the faculty members must be tenured.

Ex-officio members are:

2. the provost or a delegate appointed by the provost.
3. vice chair of the Joint Faculty Assembly.

Consultants are:

4. the senior budget analyst.

### 5.3.9.2 Responsibilities

The duties and responsibilities of the Faculty Compensation and Benefits Committee are to:

1. elicit feedback from the faculty regarding salary and fringe benefit concerns;
2. collect and analyze faculty compensation data and make a proposal for faculty compensation;
3. negotiate with the appropriate administrative officers and committees regarding faculty compensation;
4. appoint representatives to serve on the Joint Benefits Committee; further description of the Joint Benefits Committee can be found on the Human Resources website at <https://livecsbsju.sharepoint.com/sites/humanresources/Shared%20Documents/JBC%20overview%20for%20HR%20site.pdf?web=1>
5. review the fringe benefit package annually and recommend changes in fringe benefits to the Joint Faculty Assembly and the appropriate administrative officers and committees;
6. share proposal for faculty compensation annually with the Joint Faculty Assembly and the administrator;
7. recommend a method for distribution of the compensation package to the Faculty Senate each year;
8. review and recommend policies regarding early or partial retirement programs, in consultation with the Academic Planning and Budget Committee;

9. communicate with the appropriate faculty committees as deemed necessary; and
10. Initiate whatever action is necessary to fulfill its duties and responsibilities.

### 5.3.10 Graduate Theological Studies Committee

The Graduate Theological Studies Committee, in collaboration with the faculty of the School of Theology, reports to the dean of the School of Theology, who receives from them recommendations on academic matters for the School of Theology and, in turn, reports to the president of Saint John's University.

#### 5.3.10.1 Composition

The members of the Graduate Theological Studies Committee are five or six voting members: three faculty members from the School of Theology elected to three-year terms, the dean of the School of Theology and/or a delegate appointed by the dean, and a student elected by the School of Theology student government.

#### 5.3.10.2 Responsibilities

The duties and responsibilities of the Graduate Theological Studies Committee are to:

1. review educational aims, objectives, and programs of the School of Theology-Seminary, propose changes to the School of Theology faculty and submit those changes to the provost;
2. develop academic priorities in light of the educational aims and objectives of the School of Theology-Seminary;
3. review and establish guidelines and procedures for granting academic credit for courses and submit them to the provost;
4. review and act on proposals for new courses in the School of Theology curriculum;
5. review and recommend to the School of Theology faculty all proposed changes in degree requirements;
6. review and make recommendations on policies regarding student academic standards, admissions, attrition, retention, academic probation, and dismissal;
7. formulate policies regarding grade changes and waivers;
8. hear appeals on charges of student plagiarism, academic probation, and dismissal;
9. review policies and procedures and make recommendations concerning student academic advising;
10. review policies and procedures and make recommendations concerning library services;
11. review and evaluate policies and procedures for transcript evaluation, credit by examination, and credit for experiential learning;
12. recommend means of improving the study atmosphere and learning environment of the School of Theology-Seminary;
13. review forms and procedures of student evaluation of courses and recommend changes to the School of Theology faculty;
14. act as a faculty advisory committee to the dean of the School of Theology;
15. communicate with the appropriate faculty committees as deemed necessary; and
16. initiate whatever action is necessary to fulfill its duties and responsibilities.

## 5.4 Constitution of the Joint Faculty Senate (JFS)

### 5.4.1 Preamble

Augmentation of the Joint Faculty Assembly with a Joint Faculty Senate is guided by principles that a legitimate faculty governance structure must promote and protect. These principles are:

1. The faculty governance structure must be compatible with the protection of individual faculty rights.
2. The faculty governance structure should enhance the collective voice of the faculty in decisions related to academic policy and practice.
3. The faculty governance structure should contribute to collective faculty decision-making that is timely, effective, and well informed.
4. The faculty governance structure should represent the entire faculty fairly.

### 5.4.2 Joint Faculty Senate Mission and Joint Faculty Assembly Authority

#### 5.4.2.1 Joint Faculty Senate Mission and Authority

The Joint Faculty Assembly delegates to the Joint Faculty Senate responsibility to represent the collective faculty of the College of Saint Benedict and Saint John's University. The Joint Faculty Senate is charged to deliberate and make decisions on matters related to the academic policies and programs, faculty rights and responsibilities, and the general academic environment of the institutions. The Joint Faculty Senate communicates and consults with faculty, administration staff, and the Boards in formulating, developing, and implementing the CSB/SJU educational mission.

#### 5.4.2.2 Joint Faculty Assembly

Pursuant to the faculty handbook, Section 5.1, "The Joint Faculty Assembly is the body in which the faculty of the College of Saint Benedict and Saint John's University conduct their collective business." The Joint Faculty Assembly is not replaced by the Joint Faculty Senate. By means of Joint Faculty Assembly approval of this Joint Faculty Senate Constitution, the Joint Faculty Assembly membership delegates authority to the Joint Faculty Senate to make decisions in accordance with provisions contained herein and in the handbook.

1. The Joint Faculty Assembly elects representatives to the Joint Faculty Senate according to the procedures specified in Section 5.4.3 below. Eligibility of faculty to vote is described in Section 5.1.1 of the faculty handbook. Faculty members holding a dual appointment in both the Department of Theology and the School of Theology are entitled to vote for both the Humanities & DOT Division senator and the School of Theology senator.
2. The Joint Faculty Assembly elects the chair and vice-chair according to procedures specified in Section 5.4.5 below. The chair and vice-chair of the Joint Faculty Assembly also serve as the chair and vice-chair of the Joint Faculty Senate, respectively.
3. The Joint Faculty Assembly elects membership to standing committees, pursuant to the faculty handbook, Section 5.3. The current structure and duties of the other standing committees are unchanged in this document, except that committees shall report and make recommendations to the Joint Faculty Senate Executive Committee (see Section 5.4.6 below).
4. The Joint Faculty Assembly retains authority to call an official meeting of the full Joint Faculty Assembly according to the following procedure:

- a. A petition is submitted to the Joint Faculty Senate Executive Committee. The petition must specify the agenda and be signed by 20% of the faculty members eligible to vote
  - b. In response to receipt of a valid petition, and no later than 15 business days following the petition, the Joint Faculty Senate Executive Committee calls an official meeting of the Joint Faculty Assembly with the agenda specified in the petition.
5. The Joint Faculty Assembly retains authority to reverse a Joint Faculty Senate decision according to the following procedure:
- a. A petition specifying the Joint Faculty Senate decision to be reconsidered is signed by 20% of the faculty members eligible to vote and submitted to the Joint Faculty Senate Executive Committee to call an official meeting of the Joint Faculty Assembly. The petition must be submitted to the Joint Faculty Senate Executive Committee no later than 60 days following announcement of the decision to be reconsidered.
  - b. At an official meeting of the Joint Faculty Assembly to reconsider the issue, motions may be made to reverse the Joint Faculty Senate decision and/or to alter the Joint Faculty Senate decision by means of a substitute motion. Both types of motions are subject to debate at the Joint Faculty Assembly meeting. A motion to alter a Joint Faculty Senate decision may be itself amended at the Joint Faculty Assembly meeting.
  - c. Final vote on motions to reverse, and on motions to alter by means of a substitute motion, must be taken in electronic ballot of the entire faculty. A majority of those voting in an electronic ballot is required to reverse or alter a Joint Faculty Senate decision.
6. The Joint Faculty Assembly retains authority to amend or abolish the provisions of this Joint Faculty Senate Constitution.
- a. Proposal. An amendment may be proposed by either a majority vote of the Joint Faculty Senate or by a petition signed by one-fourth of the faculty.
  - b. Ratification. Amendments are submitted to the Joint Faculty Assembly for electronic voting and ratified by a simple majority of the faculty voting.
7. The faculties of the college and the university, through the Joint Faculty Assembly, retain authority under faculty handbook Sections 2.16 and 5.4.2.2.e for any revisions to be made to Section 2 of the faculty handbook. The Joint Faculty Senate will deliberate and make recommendations on such matters. When the Joint Faculty Senate considers the proposal, it will take one of the following actions:
- a. Recommend the proposal to the Joint Faculty Assembly
  - b. Forward the proposal to the Joint Faculty Assembly without recommendation
  - c. Return the proposal to the Faculty Handbook Committee with comments, amendments, and/or instructions for further work.
  - d. Reject the proposal, subject to the appeals process described in 5.4.2.2.e.
4. The election of senators is managed by the Joint Faculty Senate Committee on Elections in a two-stage election process. The two stages are described below in items (5) and (6).
- a. Nominations from the faculty are solicited by the committee, and the procedures described in the faculty handbook, Section 5.3.0.1.d are followed, adapted as necessary to fit the provisions in this section.
  - b. For each stage of the elections, nominations are announced by the committee electronically to the members of the Joint Faculty Assembly one week in advance of the election to permit additional nominations to be submitted to the committee, confirmed with nominees, and included in the election ballot.
  - c. It is the responsibility of the Joint Faculty Senate to ensure that elections are contested and, to the extent possible, to ensure that the slate is constructed so that some balance of rank and campus is assured.
  - d. To the extent possible, terms of service are staggered such that one third of senators are elected in each academic year.
  - e. The first stage is the election of senators by division, conducted electronically, and apportioned as described below in Section 5.4.3.4. The first stage also includes election of the vice-chair according to provisions in Section 5.4.5.1 below by the voting membership of the entire Joint Faculty Assembly.
  - f. During the second stage, the Joint Faculty Senate, is charged with presenting a slate for at-large members, balanced as they see fit by rank and campus of appointment and submitted for electronic vote by the membership of the entire Joint Faculty Assembly.

#### 5.4.3.2 Non-voting Representatives

1. The president of the college, the president of the university, the provost, the dean of the faculty, the dean of curriculum and assessment and a representative from the Library are non-voting ex-officio members of the Joint Faculty Senate.
2. Only elected Joint Faculty Senate members have voting rights in the Joint Faculty Senate.

#### 5.4.3.3 Size of Joint Faculty Senate

The Joint Faculty Senate consists of 23 voting members, including the chair and vice-chair. The faculty trustee on the Boards of Trustees, elected by the Joint Faculty Senate per 5.5.1.1, shall serve as an ex-officio, non-voting member of the Joint Faculty Senate.

#### 5.4.3.4 Representation Distribution

1. Divisions: Eleven senators are elected by division. In 2018 the allocation of senators by division was:
  - Humanities excluding SOT (91): 3
  - Natural Sciences (80): 3
  - Social Sciences (77): 3
  - Fine Arts (26): 1
  - School of Theology (11): 1

The apportionment of the eleven divisional senators is determined by the ratio of the number of faculty per division to the total Joint Faculty Assembly membership, multiplied by eleven. Each division is guaranteed representation by a minimum of one senator. Based on this formula, apportionment of seats to each division will be reexamined at least every ten years.

Note: The School of Theology representative will not be eligible to vote on matters related to the undergraduate curriculum.

### 5.4.3 Joint Faculty Senate Representation and Election

#### 5.4.3.1 Election of Senators

1. Eligibility of faculty to vote is described in Section 5.1.1 of the faculty handbook and shall apply to Joint Faculty Senate elections.
2. All tenured/tenure-track faculty (see Section 5.1.1) are eligible for election to the Joint Faculty Senate.
3. Full-time administrators with faculty status may not vote in Joint Faculty Senate elections and are not eligible for election to the Joint Faculty Senate during their terms as administrators.

Faculty with contracts in both the School of Theology and an undergraduate division will be eligible to vote for senators representing both the School of Theology and the undergraduate division.

2. At-large: Twelve senators, including the chair and vice-chair, are elected at large by a vote of the joint faculty.

#### 5.4.3.5 Length of Term

1. Senators serve a term of three years.
2. The vice-chair serves for one year, followed by service as chair for one year.
3. Senators must resign from office in case of extended absence.

#### 5.4.3.6 Removal from Office

A senator who misses any three meetings for reasons other than conflict of a scheduled class in an academic year, shall have his/her Joint Faculty Senate membership reviewed by the Senate Executive Committee, which may remove the senator either temporarily or for the remainder of their term and fill the seat in accordance with the vacancies procedure in 5.4.3.7.

#### 5.4.3.7 Vacancies

1. A vacancy on the Joint Faculty Senate for no more than one year will be filled by appointment by the Senate Executive Committee or election from the appropriate constituency within 60 calendar days of the vacancy, at the discretion of the Senate Executive Committee. A vacancy in the vice chair position shall be filled by special election from the Joint Faculty Assembly within 60 calendar days on the vacancy. [Refer to Section 5.4.3.4 above defining "Representation Distributions."]
2. A senator elected to fill a vacant position shall serve for the remainder of the term. A senator appointed to fill a vacant position shall serve until the senator vacating the position can rejoin the senate or for the remainder of the academic year, whichever is shorter.

### 5.4.4 Joint Faculty Senate Duties, Responsibilities

#### 5.4.4.1 Duties, Responsibilities of Joint Faculty Senate

1. Deliberate and act on behalf of the collective faculty on undergraduate and post-baccalaureate programs (excluding the School of Theology). This may include but is not limited to admission and graduation requirements; the general education curriculum; additions and deletions of majors, minors, and programs; and other academic policies, except for the School of Theology representative, who will not be eligible to vote on matters related exclusively to the undergraduate curriculum.
2. Deliberate and act on behalf of the collective faculty on faculty welfare policies, including but not limited to issues of tenure, promotion, sabbaticals, faculty development, compensation, and working conditions.
3. Deliberate and act on behalf of the collective faculty on any other matters that are the concern or responsibility of the joint faculty.
4. Hold at least three all-campus forums per academic year to which all faculty members are invited, and at which the Joint Faculty Senate reports on Joint Faculty Senate business.
5. Call an official meeting of the Joint Faculty Assembly when necessary.

#### 5.4.4.2 DUTIES OF SENATORS

1. Begin serving Joint Faculty Senate terms at the last meeting of the spring semester in which elected – a meeting held not earlier than four weeks before the last day of final examinations.
2. Attend all Joint Faculty Senate meetings and attend to the business of the Joint Faculty Senate throughout the terms of office.
3. Meet following completion of elections to the Joint Faculty Senate and prior to the end of spring semester for the purposes of electing Joint Faculty Senate members to the Executive Committee assigning ex-officio representation to standing committees and orienting new senators to Joint Faculty Senate business.
4. Elect from Joint Faculty Senate voting membership three senators to serve one-year terms on the Executive Committee.
5. Concerning issues before the Joint Faculty Senate, and especially prior to any action, communicate and consult with all appropriate college and university constituencies affected by the action, including, but not limited to, those not directly represented in the Joint Faculty Senate.
6. Serve on at least one subcommittee, task force, or ad hoc committee established by the Joint Faculty Senate each academic year. A senator is exempt from this obligation if, in addition to his or her duties as a senator, she or he also serves on a standing faculty committee as described in section 5.3 or serves as Joint Faculty Assembly chair or vice chair. The executive committee has the authority to waive this requirement if there are insufficient Joint Faculty Senate committees, or to grant additional exemptions at its discretion.

### 5.4.5 Officers of the Joint Faculty Senate

The officers of the Joint Faculty Senate are the chair and the vice-chair. Election, duties, considerations, and responsibilities of Senate officers are described below.

#### 5.4.5.1 Election of Joint Faculty Senate Officers

1. Nomination and election of the vice-chair is managed by the Joint Faculty Senate Committee, according to provisions in Section 5.4.3.1.d above.
2. The vice-chair assumes the office of the chair for the academic year following an academic year of service as vice-chair.

#### 5.4.5.2 Duties and Considerations of the Chair

1. Call and preside at all regular and special meetings of the Joint Faculty Senate.
2. Chair meetings of the Executive Committee.
3. Regularly communicate with the provost and, as needed, with the president.
4. Appoint ad hoc committees of the Joint Faculty Senate as needed (committee members need not be members of the Joint Faculty Senate).
5. Represent the Joint Faculty Senate on administrative committees when invited to do so.
6. Serve as one of two faculty representatives on the Common Board of Trustees Committee on Student Experience (or its successors).
7. In order to carry out his/her duties, the chair will receive two-sixths release time.

#### 5.4.5.3 Duties and Considerations of the Vice-Chair

1. Call and preside at all regular and special meetings of the Joint Faculty Senate in the absence of the chair.

2. Chair meetings of the Executive Committee in the absence of the chair.
3. Oversee the maintenance and distribution of agendas, minutes, and voting records and other public documents of the Joint Faculty Senate, and of the standing committees of Joint Faculty Assembly, including the annual reports of the standing committees.
4. Represent the Joint Faculty Senate on administrative committees when invited to do so.
5. Serve as one of two faculty representatives on the Common Board of Trustees Committee on Student Experience (or its successors).
6. In order to carry out his/her duties, the vice-chair will receive two-sixths release time.

### 5.4.6 Executive Committee of the Joint Faculty Senate

The Executive Committee shall consist of three senators and the Parliamentarian elected by Joint Faculty Senate members according to provisions in Section 5.4.4.2.d above, in addition to the chair and the vice-chair. The parliamentarian, appointed in 5.4.6.1.d below, shall serve as an ex-officio, non-voting advisor to the chair, Executive Committee and the Joint Faculty Senate. The faculty trustee on the Boards of Trustees, elected by the Joint Faculty Senate per 5.5.1.1, shall serve as an ex-officio, non-voting member.

#### 5.4.6.1 Duties of Executive Committee

1. Prepare the agendas and supporting information for deliberation and decision at Joint Faculty Senate meetings.
2. Receive and schedule for Joint Faculty Senate deliberation all business and recommendations from standing committees and petitions received from the Joint Faculty Assembly membership.
3. In the case of a standing committee or Joint Faculty Senate vacancy, appoint a new member to serve the remainder of the academic year. Election to complete the remainder of the term will take place at the next regularly scheduled Joint Faculty Assembly election. At its discretion, the Executive Committee may choose to fill the vacancy by special election rather than by appointment. [See also 5.4.3.7]
4. Appoint from among the voting membership of the Joint Faculty Assembly a parliamentarian for a one-year term; the parliamentarian may or may not be an elected senator.
5. Posting and preserving minutes of the Joint Faculty Assembly.
6. Amending and certifying minutes of the Joint Faculty Assembly.
7. Coordinate the work of the joint faculty committees by:
  - a. maintaining a manual of the policies and procedures of the Joint Faculty Assembly and its committees,
  - b. resolving jurisdictional issues among committees of the assemblies,
  - c. monitoring the effectiveness of the committee structure and recommending adjustments or changes when necessary,
  - d. at least once a year, arranging for reports to the Joint Faculty Senate, from each standing committee of the Joint Faculty Assembly, and
  - e. monitoring the proper functioning of faculty committees as defined in section 5.3 of the faculty handbook and taking necessary action, including in unusual circumstances the removal and replacement of committee chairs and members, to ensure effective committee work. In the event the executive committee removes someone from a committee, it must report this action to the Joint Faculty Senate at its next meeting. Actions by the executive committee to remove elected members of faculty

committees must be confirmed by a vote of two-thirds by the Joint Faculty Senate.

8. Formulate, prepare and distribute:
  - a. an annual calendar of meetings of the Joint Faculty Assembly and Joint Faculty Senate each August for the following academic year; and
  - b. the agenda for each meeting of the Joint Faculty Assembly and Joint Faculty Senate;
9. Oversee the grievance process, according to Handbook 4.1.1, when the Faculty Handbook Committee files a grievance;
10. Coordinate faculty participation in all phases of the development and execution of the institutional strategic planning process;
11. Conduct elections in the Joint Faculty Senate to determine the faculty trustee on the Boards of Trustees;
12. Appoint faculty members to serve as faculty representatives on committees of the Boards of Trustees (Section 5.5.2);
13. Appoint members from the faculty to serve on Joint Faculty Senate subcommittees, task forces, IT Advisory Group\*, and ad hoc committees as directed by the membership requirements of each.;  
\*Refer to IT Advisory Group Charter for membership and terms
14. Coordinate faculty participation in any review of the academic administration;
15. Communicate with the appropriate faculty committees as deemed necessary;
16. And initiate whatever action is necessary to fulfill its duties and responsibilities.

#### 5.4.6.2 Joint Faculty Senate Committee on Elections

The Joint Faculty Senate Committee on Elections will coordinate, oversee and administer faculty elections.

##### 5.4.6.2.1 Composition

The Joint Faculty Senate Executive Committee shall annually appoint members of the Committee on Elections, which shall be comprised of at least four senators, at least one faculty non-senator, and be chaired by a tenured senator.

##### 5.4.6.2.2 Responsibilities

The duties and responsibilities of the Joint Faculty Senate Committee on Elections are to establish faculty committee membership of standing and ad hoc committees by:

1. maintaining an up-to-date record of committee membership;
2. surveying faculty to learn on which committees individual members prefer to serve;
3. scheduling and supervising faculty elections;
4. providing information on faculty members eligible for appointment by the Joint Faculty Senate Executive Committee as faculty representatives to the designated committees of the Boards of Trustees;
5. consulting with the administration on the appointment of faculty members to administrative committees.

#### 5.4.6.3 Joint Faculty Senate Committee on Family-Friendly Policies and Practices

The Joint Faculty Senate Committee on Family-Friendly Policies and Practices provides advice to the Joint Faculty Senate and campus community members on family-friendly policies and their implementation in practice, including work/life matters beyond the scope of parenting. The committee is to give voice to concerns of the community members,

including faculty, staff and student parents, to help ensure that their work/life needs are being met.

#### **5.4.6.3.1 Composition**

The members of the Joint Faculty Senate Committee on Family-Friendly Policies and Practices are:

1. four faculty members, appointed by the Executive Committee of the Senate for two-year terms – two senators and two non-senator faculty members;
2. one support staff member and one administrative staff member, appointed by the Executive Committee of the Senate for two-year terms;
3. in addition, CSB and SJU students who are parents of dependent children will be invited to serve on the committee with a maximum of one student-parent for each campus. Volunteers will be solicited through the CSB and SJU Student Senates.

Ex-officio members are:

4. a representative from the Joint Benefits Committee;

Consultants are:

5. a representative from Human Resources

#### **5.4.6.3.2 Responsibilities**

The duties and responsibilities of the Joint Faculty Senate Committee on Family-Friendly Policies and practices are to:

1. serve as a starting point, advocate, and resource for our campus communities in matters relating to Family-Friendly Policies and Practices;
2. conduct an ongoing assessment of employee and student needs as they relate to work/life balance, family-friendly policies, and childcare every three years through a survey mechanism, and report findings to the senate.
3. collaborate with and advise Human Resources regarding resources to post to the family-friendly SharePoint site;
4. collaborate with the relevant committees (such as the Faculty Handbook Committee and the Joint Benefits Committee) and with Human Resources to promote and promulgate family-friendly language and institutional practices.

#### **5.4.6.4 Joint Faculty Senate Committee on Inclusion, Equity, and Justice**

The Joint Faculty Senate Committee on Inclusion, Equity, and Justice studies best practices for promoting inclusion, equity, and justice in higher education. It provides advice and recommendations through the Joint Faculty Senate to the Joint Faculty Assembly, and members of Academic Affairs concerning policies, practices, and procedures that may promote or inhibit inclusion, equity, and justice.

##### **5.4.6.4.1 Composition**

The members of the Joint Faculty Senate Committee on Inclusion, Equity, and Justice are:

1. five faculty members, appointed by the executive Committee of the senate for two-year terms, staggered when possible. Two members must be senators, and a quorum of three must include at least one senator.

Ex-officio non-voting members:

2. dean of the faculty or another representative from Academic Affairs

Consultants:

3. at Committee's discretion or as recommended by the Executive Committee of the Joint Faculty Senate.

##### **5.4.6.4.2 Responsibilities**

The duties and responsibilities of the Joint Faculty Senate Committee on Inclusion, Equity, and Justice are to:

1. Undertake ongoing studies of policies, procedures, and practices that relate to equity, inclusion, and justice, and recommend changes to policies, procedures, and practices through the Joint Faculty Senate to appropriate Joint Faculty Assembly standing committees and Academic Affairs.
2. Communicate and collaborate with other relevant committees and councils concerned with issues of equity, justice, and inclusion.
3. Present a report to the Joint Faculty Senate each year by October 31, identifying actionable priorities and report to the Joint Faculty Senate each year by April 15, on progress made on those priorities.

#### **5.4.7 Joint Faculty Senate Meetings and Procedures**

##### **5.4.7.1 Joint Faculty Senate Meetings**

1. Regular meetings. The Joint Faculty Senate holds regular meetings, at least four times in the fall and four times in the spring, with the first fall meeting held no later than three weeks following the beginning of the fall semester. The notice of each meeting shall include the agenda, together with any supporting documentation, and is distributed to the entire faculty at least five working days before the meeting. (See section 4.1.3 for the definition of the term "working day".)
2. Special meetings. Special Joint Faculty Senate meetings are held on the call of the chair of the Joint Faculty Senate or on written request of 15% or more of the membership of the Joint Faculty Senate. The purpose of such meetings shall be explicitly stated in the notice of the meeting, and the meetings shall be limited to the stated purpose(s). Should an emergency occur that, in the view of the Joint Faculty Senate Executive Committee, necessitates immediate attention, the requirements for five-day notice may be waived. The chair and vice-chair must make every reasonable attempt to notify all Senators of the time, place, and date of the emergency meeting. A quorum is still required to conduct official business. The notice of each special meeting shall include the agenda, together with any supporting documentation.
3. Quorum. Three-fourths of the Joint Faculty Senate voting membership constitutes a quorum.
4. Rules. The American Institute of Parliamentarians Standard Code of Parliamentary Procedure (2012, or most recent edition) determines procedure in all cases in which the Joint Faculty Senate does not decide otherwise.
5. Transparency. Unless the Joint Faculty Senate is in executive session, all faculty members and members of the monastic communities, staff, and student bodies may attend Joint Faculty Senate meetings. (See also other sections concerning timely public distribution of agendas, minutes, and other reports.)
6. Speaking privileges for persons in attendance who are not senators are at the discretion of the Joint Faculty Senate chair.

#### 5.4.7.2 Joint Faculty Senate Agendas, Minutes

1. The Executive Committee serves as an agenda committee for the deliberations of the Joint Faculty Senate and may make recommendations to the Joint Faculty Senate. (See also Section 5.4.6.1 above for description of Executive Committee duties and responsibilities.)
2. The agenda for Joint Faculty Senate meetings shall be publicly distributed at least five working days in advance.
3. The vice-chair of the Joint Faculty Senate will distribute approved minutes on the Joint Faculty Assembly distribution list within seven working days following each Joint Faculty Senate meeting. The secretary will provide a draft of the minutes to the chair and the vice-chair of the Joint Faculty Senate within two working days of the meeting. The chair and the vice-chair will review the draft minutes and make corrections as needed, forwarding a revised version to the JFS within two working days of receipt of the draft from the secretary. The JFS members will review the revised draft within two working days of receipt. All stages of review may be done electronically. Upon approval by the Joint Faculty Senate Executive Committee, the vice-chair of the Joint Faculty Senate will distribute approved minutes to the Joint Faculty Assembly distribution list.
4. All non-procedural votes are recorded and posted in the minutes. A member of the Joint Faculty Senate may request a roll call either prior to or after a vote.
5. Upon receipt of a petition signed by 10 percent of the voting members of the Joint Faculty Assembly, the Executive Committee of the Joint Faculty Senate shall place on the agenda of the full Joint Faculty Senate the item described in the petition at the next Joint Faculty Senate meeting.

## 5.5 Faculty Representation to the Boards of Trustees and Their Committees

Faculty serve on the Boards of Trustees and designated committees of the Boards.

### 5.5.1 Faculty Trustee on the Boards of Trustees

The faculty trustee on the Boards of Trustees represents the faculty as a non-voting member of that body and communicates as necessary among the faculty, the Boards, faculty representatives on the committees of the Boards, and the president.

#### 5.5.1.1 Election and recommendation to the Boards of Trustees

The faculty trustee on the Boards of Trustees is elected by the Joint Faculty Senate to a three-year term coinciding with the terms of other board members, i.e., July 1 of year 1 through June 30 of year 3. The election is conducted by the Senate Executive Committee per 5.4.6.1.k. The faculty trustee is recommended for final election by the Boards and corporate members.

#### 5.5.1.2 Responsibilities

The responsibilities of the faculty trustee on the Boards of Trustees are to:

1. Serve as an ex-officio, non-voting member of the Joint Faculty Senate and the Senate Executive Committee;
2. Represent the faculty at the meetings and related business of the Boards of Trustees;
3. Serve as the faculty representative on the Strategic Growth and Mission committee of the Boards of Trustees;

4. Coordinate and communicate with the faculty representatives on the committees of the Boards of Trustees and the chair and vice-chair of the Joint Faculty Assembly;
5. Report to the chair and vice-chair of the Joint Faculty Assembly after each board meeting;
6. Report to the Joint Faculty Assembly appropriate matters from the Boards of Trustees and their committees.

### 5.5.2 Faculty Representatives on Committees of the Boards of Trustees

Faculty service on committees of Boards of Trustees includes:

1. Student Experience Committees: the chair and vice-chair of the Joint Faculty Assembly, serving staggered, two-year terms; other faculty members, if necessary, are appointed by the Senate Executive Committee to serve on subcommittees;
2. Strategic Growth and Mission Committees: the faculty trustee on the Boards of Trustees, serving a three-year term coinciding with the terms of other members of the Boards; other faculty members, if necessary, are appointed by the Senate Executive Committee to serve on subcommittees;
3. External Engagement Committees: one faculty member appointed by the Senate Executive Committee, serving a three-year term coinciding with the terms of other members of the Boards; other faculty members, if necessary, are appointed by the Senate Executive Committee to serve on subcommittees;
4. Strategic Resources Committees: one faculty member appointed by the Senate Executive Committee, serving a three-year term coinciding with the terms of other members of the Boards; other faculty members, if necessary, are appointed by the Senate Executive Committee to serve on subcommittees;
5. In the case of a vacancy or a request from the Boards for further faculty representatives on committees or subcommittees of the Boards the Senate Executive Committee will make appointments or conduct an election as appropriate except in the case of a vacancy in the position of Joint Faculty Assembly chair or vice-chair which is determined by 5.2.4.