



## Human Resources HR 20.7: Title IX – Sexual Discrimination, Harassment and Misconduct Compliance Policy

### **RESPONSIBILITY**

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The policies and procedures reflected in this document apply to the following: faculty (full-time and adjunct), staff (full-time and part-time) and student employees (work-study and graduate assistants), partners, vendors and any other entity doing business for, or with, Calumet College of St. Joseph.

### **POLICY**

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Members of the University Community have the right to be free from all forms of Sexual Harassment which impede the realization of the University's mission of Calumet College of St. Joseph. All members of the University Community are expected to conduct themselves in a manner that maintains an environment free from Sexual Harassment. As such, Calumet College of St. Joseph does not discriminate on the basis of sex and is committed to providing an educational environment free from sex discrimination.

As a recipient of federal funding, the University is required to comply with Title IX of the Higher Education Amendments of 1972, 10 U.S.C. § 1681 et seq. (Title IX). Title IX is a federal civil rights law that prohibits discrimination on the basis of sex — including pregnancy discrimination and Sexual Harassment — in educational programs and activities. Title IX's sex discrimination prohibition extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity.

Sexual Harassment is defined broadly under this Sexual Discrimination, Harassment and Misconduct Compliance Policy. Sexual Harassment includes Sexual Assault, Sexual Harassment, Non-Consensual Sexual Contact, Non-Consensual Sexual Intercourse, Sexual Exploitation, Sexual Misconduct with a Minor, Child Molesting, and sex discrimination, as defined below. Sexual Harassment is a violation of University policy, state and federal civil rights laws, and may violate state and federal criminal laws. When an allegation of Sexual Harassment is brought to an appropriate individual's attention, and a Respondent is found to have violated this policy, the University will issue appropriate sanctions to prevent future misconduct.

The University reserves the right to take whatever measures it deems necessary in response to an allegation of Sexual Harassment in order to protect the rights and personal safety of students, employees, and other members of the University Community. Such measures include, but are not limited to, modification of living arrangements, interim suspension from campus pending a hearing, and reporting the matter to local police. Not all forms of Sexual Harassment will be deemed to be equally serious offenses, and the University reserves the right to impose different sanctions, ranging from verbal warning to expulsion, depending on the severity of the offense. The University will consider the concerns and rights of both the Complainant and the Respondent.

## DEFINITIONS

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The following terms and definitions apply to this Policy.

TERM	DEFINITION
<b>Actual Knowledge</b>	Notice of Sexual Harassment or allegations of Sexual Harassment to a University's Title IX Coordinator or any official of the University who has authority to institute corrective measures on behalf of the University. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute Actual Knowledge. This standard is not met when the only official of the University with Actual Knowledge is the Respondent. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the University. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. Examples of an employee with authority to institute corrective measures on behalf of the University include deans, associate deans, vice presidents, coaches, Title IX Coordinator and deputy coordinators, directors, resident and graduate assistants, human resources staff, campus safety officers, administrators, and other employees as outlined Section III: Employee Duty to Report.
<b>Administrator</b>	The adjudicator(s) who oversee(s) any hearing which takes place as part of the resolution process. The administrative hearing will consist of a panel of at least two (2) University employees trained to hear cases involving Sexual Harassment.
<b>Appointee</b>	An individual deemed to have an affiliation with the university in a non-compensatory capacity as designated in the applicable Human Resources Information System.
<b>Child Molesting</b>	A person at least 18 years of age who, with a child under 14 years of age, performs or submits to sexual intercourse or sexual misconduct, or performs or submits to any fondling or touching for the purpose of sexually gratifying either person.
<b>Complainant</b>	Any person who is reported to have experienced conduct prohibited by this policy, regardless of whether that individual makes a report or participates in the review of that report by the university, and regardless of whether that person is a member of the University Community.
<b>Consent</b>	Permission that is clear, knowing, voluntary, and expressed prior to engaging in and during an act. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as Consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.  A. Consent to any one form of sexual activity cannot automatically imply Consent to any other forms of sexual activity.  B. Consent may be withdrawn at any time.

	<p>C. Previous relationships or prior Consent cannot imply Consent to future sexual acts; this includes “blanket” Consent (i.e., permission in advance for any/all actions at a later time/place).</p> <p>D. Consent cannot be given by an individual who one knows to be – or based on the circumstances should reasonably have known to be – substantially impaired (e.g., by alcohol or other drug use, unconsciousness, etc.).</p> <ul style="list-style-type: none"> <li>i. Substantial impairment is a state when an individual cannot make rational, reasonable decisions because they lack the capacity to give knowing Consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).</li> <li>ii. This also covers individuals whose substantial impairment results from other physical or mental conditions including mental disability, sleep, involuntary physical restraint, or from the consumption of alcohol or other drugs.</li> <li>iii. Being impaired by alcohol or other drugs will never function as a defense for any behavior that violates this policy.</li> </ul> <p>E. It is the obligation of the person initiating the sexual activity to obtain Consent.</p> <p>F. An individual cannot Consent who has been coerced, including being compelled by force, threat of force, or deception; who is unaware that the act is being committed; or who is coerced by a supervisory or disciplinary authority.</p> <ul style="list-style-type: none"> <li>i. Force: violence, compulsion, or constraint; physically exerted by any means upon or against a person.</li> <li>ii. Coercion: the application of pressure by the Respondent that unreasonably interferes with the Complainant's ability to exercise free will. Factors to be considered include, but are not limited to, the intensity and duration of the conduct.</li> </ul> <p>G. A person who does not want to Consent to sex is not required to resist or verbally object.</p> <p>H. Withdrawal of Consent can be manifested through conduct and need not be a verbal withdrawal of Consent (i.e. crying, pulling away, pushing away, not actively participating, laying there, uncomfortable or upset facial expression).</p> <p>I. Consent may not be given by an individual who has not reached the legal age of Consent under applicable law.</p>
<b>Decision Maker</b>	A pair of administrators who oversee(s) any hearing or appeal which takes place as part of the formal resolution process.
<b>Faculty-Student Consensual Relations</b>	It is a violation of this policy if faculty members, coaches, advisors or other staff members become involved in amorous or sexual relationships with students who are enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

	Because of the imbalance of power implicit in the relationship between a faculty member and a student, a sexual relationship between them is inappropriate and must be avoided, regardless of whether the relationship is consensual. Likewise, it is a violation for a supervisor and a directly reporting employee to have a consensual amorous or sexual relationship with each other.
<b>Formal Complaint</b>	A complaint filed by the Complainant or the University that triggers the University's full investigation and hearing process under Title IX.
<b>Inducing Incapacitation</b>	This includes the provision of alcohol or drugs to an individual, with or without that individual's knowledge, for the purpose of causing impairment or intoxication or taking advantage of that individual's impairment or intoxication.
<b>Investigator</b>	An individual assigned by the Title IX Coordinator to investigate the alleged Sexual Harassment and oversee the investigative hearing.
<b>Media-Based Misconduct</b>	Photographing or taping someone (via audio, video or otherwise) involved in sexual activity, or in a state of undress, without his or her knowledge or consent. Even if a person consented to sexual activity, photographing or taping someone without his or her knowledge and agreement goes beyond the boundaries of that consent. Dissemination of photographs or video/audio of someone involved in sexual activity, or in a state of undress, without his or her knowledge or consent constitutes a separate and additional act of sexual misconduct.
<b>Other Inappropriate Sexual Contact</b>	Having or attempting to have sexual contact of any kind other than that defined as "sexual violence" with another individual without consent. Other inappropriate sexual contact may include kissing, touching or making other inappropriate contact with the breasts, genitals, buttocks, mouth, or any other part of the body that is touched in a sexual manner and without permission.
<b>Relationship Violence</b>	A broad term that encompasses domestic violence and dating violence.
<b>Domestic Violence</b>	Conduct that would meet the definition of a felony or misdemeanor crime of violence committed by the complainant's current or former spouse or intimate partner, a person with whom the complainant share a child in common, a person who is or has cohabitated with the complainant as spouse or intimate partner, or individual similarly situated to a spouse under domestic or family violence law, or anyone else protected under the domestic or family violence law of the jurisdiction in which the offense occurred. An individual need not be charged with or convicted of a criminal offense to be found responsible for domestic violence pursuant to the policy.
<b>Dating Violence</b>	Violence committed by a person- <ul style="list-style-type: none"> <li>A. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and</li> <li>B. Where the existence of such a relationship shall be determined based on a consideration of the following factors:</li> </ul>

	<ul style="list-style-type: none"> <li>i. The length of the relationship</li> <li>ii. The type of the relationship</li> <li>iii. The frequency of interaction between the persons involved in the relationship</li> </ul>
<b>Respondent</b>	Any member of the University Community who is reported to have engaged in conduct prohibited by this policy.
<b>Retaliation</b>	Any adverse employment or educational action taken against a person because of the person's participation in a complaint or investigation of discrimination or Sexual Harassment.
<b>Sexual Harassment</b>	<p>A. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;</p> <p>B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or</p> <p>C. "Sexual assault" as defined in 20 U.S.C.1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a) (10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a) (30).</p> <p>All such acts constitute of Sexual Harassment under this policy.</p>
<b>Sexual Violence</b>	Sexual acts perpetrated without Consent.
<b>Sexual Assault</b>	Non-Consensual Sexual Conduct and Non-consensual Sexual Penetration
<b>Non-Consensual Sexual Contact</b>	<p>Any intentional sexual touching, however slight, with any body part or object, by any individual upon another that is without consent and/or by force or coercion.</p> <p>Sexual contact includes: intentional contact with the breasts, buttock, groin or genitals, or touching another with any of these body parts or object, or making another touch you or themselves with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other office.</p>
<b>Non-Consensual Sexual Penetration</b>	<p>Any sexual penetration, however slight, with any body part of object by any individual upon another that is without consent and/or by force or coercion.</p> <p>Sexual penetration includes: vaginal penetration by a penis, object, tongue, or finger; anal penetration by a penis, object, tongue or finger; and oral copulation (mouth to genital contact or genital to mouth contact); no matter how slight the penetration or contact.</p>
<b>Sexual Exploitation</b>	Occurs when an individual takes non-consensual or abusive sexual advantage of another for that individual's own advantage or benefit, or to benefit or advantage anyone other than the individual exploited.

	<p>Examples of sexual exploitation include but not limited to:</p> <ul style="list-style-type: none"> <li>A. Engaging in voyeurism;</li> <li>B. Exploiting one’s genitals in non-consensual circumstances; including another to expose their genitals;</li> <li>C. Going beyond the boundaries of consent (e.g., letting others hide in a closet to watch you having consensual sex);</li> <li>D. Invasion of sexual privacy;</li> <li>E. Knowingly transmitting a sexually transmitted infection (STI) to another;</li> <li>F. Non-consensual pictures, video or audio-recording of sexual activity, or the nonconsensual distribution of such material;</li> <li>G. Possession, use, and/or distribution of alcohol or other drug (e.g. Xanax, Ambien, Benadryl, Rohypnol (Roofies), Ketamine, GHB, etc.) for the purpose of engaging in or facilitating any activity prohibited under this policy; and</li> <li>H. Prostituting another.</li> </ul>
<b>Sexual Misconduct with a Minor</b>	A person at least 18 years of age who, with a child at least 14 years of age but less than 16 years of age, performs or submit to sexual intercourse or sexual misconduct, or performs or submits to any fondling or touching for the purpose of sexually gratifying either person.
<b>Stalking</b>	A course of conduct directed at a specific individual that would cause a reasonable person under similar circumstances and with similar identities to the Complainant to fear for their own or others’ safety, or to suffer substantial emotional distress. A course of conduct includes two or more acts, including but not limited to, those in which the alleged perpetrator directly, indirectly or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about the Complainant, or interferes with the Complainant’s property.
<b>Student</b>	<p>An individual to whom an offer of admission has been extended, paid an acceptance fee, registered for classes, or otherwise entered into another agreement with the university to take instruction. Student status lasts until an individual graduates, is permanently dismissed, or is not in attendance for two complete, consecutive terms, and includes those with a continuing educational relationship with the university; “Student” also includes registered Student organizations. A Student organization remains a “Student” for purposes of this policy for one calendar year following the expiration of the organization’s most recent registration.</p> <p>The university reserves the right to administer this policy and proceed with any process provided by this policy even if the Student withdraws from the university, is no longer enrolled in classes, or subsequently fails to meet the definition of a Student while a disciplinary matter is pending.</p>
<b>Title IX Coordinator</b>	The designated university official with primary responsibility for coordinating the university’s compliance with Title IX. This individual

	provides leadership for Title IX activities; offers consultation, education, and training; and helps to ensure that the university responds appropriately, effectively, and equitably to all Title IX issues.
<b>Undergraduate Students</b>	No faculty member shall have a sexual or amorous relationship with any undergraduate student, regardless of whether the faculty member currently exercises or expects to have any pedagogical or supervisory responsibilities over that student.
<b>University Community</b>	Faculty, staff, students, student employees, graduate associates, appointees, volunteers, suppliers/contractors, and visitors.

## **POLICY DETAILS**

### **I. SCOPE**

#### **A. Medium**

- i. This policy applies to alleged Sexual Harassment in any medium. Sexual Harassment may manifest in many evolving forms including, but not limited to: physical, verbal, and visual, whether in person or online in any format.

#### **B. Jurisdiction**

- i. The University has a compelling obligation to address allegations and suspected instances of Sexual Harassment when it has Actual Knowledge that this policy has been violated. The University must inform the Respondent of the allegations and may take any further action it deems appropriate, including pursuing an investigation even in cases when the Complainant is reluctant to proceed. The Complainant will be notified in advance when such action is necessary.
- ii. The University's disciplinary response may be limited if the Respondent is a visitor or other third-party or is not subject to the University's jurisdiction.

#### **C. Location**

- i. This policy applies to alleged Sexual Harassment that takes place in a University's educational program or activity, against a person in the United States. This includes locations, events, or circumstances over which the University exercised significant control over both the Respondent and the context in which the Sexual Harassment occurred.
- ii. This policy also applies to alleged Sexual Harassment that occurs off-campus, including virtual spaces, the Illiana, the Academy, the Geminus Corporation or controlled by a Student organization that is officially recognized by the University.
- iii. In situations not covered above, but where the Sexual Harassment undermines the security of the University Community or the integrity of the educational process or poses a serious threat to self or others, other applicable University procedures for general misconduct may be applied.

- D. This policy is not intended for, and will not be used to, infringe on academic freedom or to censor or punish members of the University Community who exercise their legitimate First Amendment rights.

#### **E. Policy Maintenance**

- i. This policy is managed by Human Resources and the Title IX Coordinator.
- ii. This policy and the associated procedures will be revised by the Title IX Committee.

## **II. RECEIVING SUPPORTIVE MEASURES**

- A. Members of the University Community impacted by Sexual Harassment are encouraged to use counseling and support services, listed in the Resources section.

## **III. EMPLOYEES WITH AUTHORITY TO INSTITUTE CORRECTIVE MEASURES**

- A. The University designates certain employees who have the authority to institute corrective measures on its behalf. Under this policy, their knowledge of Sexual Harassment conveys Actual Knowledge to the University.
- B. The following employees have been designated by the University as having the authority to initiate corrective measure on its behalf:
  - i. Title IX Coordinator
  - ii. President of the University
  - iii. Vice President of Athletics, Enrollment and Marketing
- C. When one of the above employees learns of alleged sexual harassment, that employee should contact the Title IX Coordinator in the Office of Student Engagement and Retention as soon as possible.
- D. Employees may have additional reporting obligations provided by law and/or other University policies.
- E. Corrective action may be taken against any individual who has a duty to report and who fails to respond in a manner consistent with the provisions of applicable laws, regulations, policies, and procedures

## **IV. EMPLOYEE DUTY TO REPORT**

*All University employees have reporting responsibilities to ensure the University can take appropriate action.*

- A. All University employees, except those exempted by legal privilege of confidentiality or expressly identified as a confidential reporter, have an obligation to report incidents of Sexual Assault. Any employee who receives a disclosure of Sexual Assault or becomes aware of information that would lead a reasonable person to believe that a Sexual Assault may have occurred involving anyone covered under this policy, must report all known information immediately.
- B. In addition to the requirement of reporting incidents of Sexual Assault, the following members of the University Community have an additional obligation to report all other incidents of Sexual Harassment, when they receive a disclosure of Sexual Harassment or become aware of information that would lead a reasonable person to believe that Sexual Harassment may have occurred involving anyone covered under this policy. These individuals must report the incident within five workdays of becoming aware of such information:
  - i. Executive officers (Vice Presidents);



- ii. Directors, department heads/chairs (including those serving in assistant or associate roles);
  - iii. Staff and faculty
  - iv. Faculty and staff who serve as advisors to or coaches of University-recognized Student groups;
  - v. All individuals, including Student-employees (such as Resident Advisors);
  - vi. Campus Security Authorities designed by the University under the Clery Act not otherwise specified in this provision; and
  - vii. Individuals serving in any of the positions described above on an acting or interim basis.
- C. Employees are not required to report disclosures of information regarding Sexual Harassment pursuant to this policy in the following circumstances, unless an individual covered under this policy is implicated or the individual is explicitly seeking assistance from the University:
- i. At public survivor support events including, but not limited to: “Take Back the Night,” candlelight vigils, protests, and survivor speak-outs;
  - ii. To Student-employees when they are operating outside of their official work capacity; or
  - iii. During an individuals’ participation as a subject in an Institutional Review Board (IRB)-approved human subjects research protocol.
- D. Employees with a duty to report should refer to section, Reporting Allegations of Sexual Harassment. Contacting the Title IX Coordinator in the Office of Student Engagement and Retention to share all known information will satisfy the employee duty to report.
- E. Employees may have additional reporting obligations provided by law and/or other University policies.
- F. The following categories of employees are exempt from the duty to report Sexual Assault and other Sexual Harassment, due to their legal or professional privilege of confidentiality or their designation by the University as a confidential reporter:
- i. Professional and pastoral counselors
    - a) A professional counselor is a person whose official responsibilities include providing mental health counseling to members of the University Community and who is functioning within the scope of that license or certification and their university employment.
      - 1. This definition applies even to professional counselors who are not employees of the university but are under contract to provide counseling at the university.
      - 2. This also includes an individual who is not yet licensed or certified as a counselor but is acting in that role under the supervision of an individual who is licensed or certified (e.g., a Ph.D. counselor-trainee acting under the supervision of a professional counselor at the university).
    - b) A pastoral counselor is a person who is associated with a religious order or denomination, is recognized by that religious order or denomination as someone who provides confidential counseling and is functioning within the scope of that recognition and their role at the university.

1. In this context, a pastor or priest who is functioning as an athletic director or as a Student advocate would not be exempt from the reporting obligations.
- ii. Other employees with a professional license requiring confidentiality who are functioning within the scope of that license or certification and their university employment.
  - a) For example, a physician with a dual appointment as a clinician and professor would be required to report instances of Sexual Harassment of which they become aware in the scope of their employment as a professor, but must keep such information confidential and privileged if learned in the scope of their duties as a physician unless there is a mandatory reporting requirement under state law.
- G. Corrective action may be taken against any individual who has a duty to report and who fails to respond in a manner consistent with the provisions of applicable laws, regulations, policies, and procedures.

## **V. REPORTING ALLEGATIONS OF SEXUAL HARASSMENT**

- A. Any person may report sexual harassment. By way example, this includes:
  - i. Students
  - ii. Employees
  - iii. Parents
  - iv. Any University Community member or other individual who is directly involved in, observes, or reasonably believes that Sexual Harassment may have occurred.
- B. Reports can be made to the Title IX Coordinator in the following ways:
  - i. In-Person: Room 101
  - ii. Mail: 2400 New York AvenueWhiting, IN 46307
  - iii. Phone: 219-473-4305
  - iv. Email: [titleix@ccsj.edu](mailto:titleix@ccsj.edu)
  - v. Online form: <https://www.ccsj.edu/StudentLife/TitleIX.php#fileconcern>
- C. Making a report to the University and to law enforcement are mutually exclusive events. Making a report to the University does not preclude the individual from filing a report of a crime with law enforcement nor does it extend time limits that may apply in criminal processes. Filing a report with law enforcement is not a prerequisite of making a report with the University. However, individuals may request assistance from the Title IX Coordinator or designee to notify law enforcement.

City Police Department	Contact Information
Hammond	509 Douglas Street Hammond, IN 219-852-2900
Whiting	1914 Schrage Avenue Whiting, IN 219-473-4440

## VI. CONFIDENTIALITY AND PRIVACY

- A. The University recognizes the importance of confidentiality and privacy. See the Resources section for a list of confidential support, non-confidential support, and medical resources. Information received in connection with the reporting, investigation, and resolution of allegations will be treated as private and will only involve individuals whom the University determines are necessary to conduct an appropriate investigation, to provide assistance and resources to parties, to perform other appropriate University functions, or when the University is required to provide information under the law.
- B. If an incident is disclosed or reported to the University and the individual requests that no investigation be conducted or disciplinary action be taken, the Title IX Coordinator or designee will explain that the University prohibits Retaliation and explain the steps the University will take to prevent and respond to Retaliation if the individual participates in a resolution process. The Title IX Coordinator or designee will evaluate the request to determine whether the University can honor the request while still providing a safe and nondiscriminatory environment.
- C. A decision to proceed despite an individual's request will be made on a case-by-case basis after an individualized review, and the Complainant will be notified if such a decision is made. If the University proceeds with an investigation, the Complainant is under no obligation to proceed as a part of the investigation.
- D. When weighing a reporting party's request for confidentiality or that no investigation or resolution be pursued, the Title IX Coordinator will consider a range of factors, which may include, but are not limited to, whether:
  - i. The alleged responding party is likely to commit additional acts of sexual or other violence, such as (a) whether there have been other sexual violence complaints about the same alleged responding party; (b) whether the alleged responding party has a history of arrests or records from a prior school indicating a history of violence; (c) whether the alleged responding party threatened further sexual violence or other violence against the reporting party or others; and (d) whether the sexual violence was committed by multiple perpetrators;
  - ii. The sexual violence was perpetrated with a weapon;
  - iii. The reporting party is a minor;
  - iv. The College possesses other means to obtain relevant evidence of the sexual misconduct (e.g., security cameras or personnel, physical evidence); and
  - v. The reporting party's report reveals a pattern of perpetration (e.g., illicit use of drugs or alcohol) at a given location or by a particular group).

The presence of one or more of these factors could lead the College to investigate and, if appropriate, pursue action against the responding party even if the reporting party requests otherwise

- E. All individuals involved in the process should observe the same standard of discretion and respect for everyone involved in the process.
- F. The College has an obligation to notify certain parties of incidents that may take place. Those individuals include the President of the College and the Vice President in charge of campus safety. Reports to these individuals will be held in the strictest confidence and will not contain personally identifying information, but will provide information to allow safety violations to be reported as required by law. Additional reporting will be required for each step in the investigation process.

## **VII. AMNESTY CLAUSE**

- A. Calumet College of St. Joseph assures immunity (Amnesty) to students who may have violated the Code of Conduct's Alcohol or Drug Policy at the same time of the incident when the student becomes a complainant of or is reporting sexual misconduct. Therefore, no alcohol or drug charges are applied to a student who reports that the complainant was under the influence of alcohol and/or drugs at the time of a sexual misconduct.
- B. The purpose of this clause is to encourage reporting. Complainants or bystanders (witnesses) should not let use of alcohol or drugs be a deterrent to reporting an incident. When conducting the investigation, the University's primary focus will be on addressing the sexual misconduct violation and not on alcohol/drug violations that may be discovered or disclosed. However, the University may provide referrals to counseling and may require educational options rather than disciplinary sanctions, in such cases.

## **VIII. RETALIATION**

- A. Retaliation is prohibited by University policy and law. The University will not tolerate Retaliation in any form against any individual who makes an allegation, files a report, serves as a witness, assists a Complainant, or participates in an investigation of discrimination or harassment.
- B. Retaliation is a serious violation that can subject the offender to discipline, up to and including termination of employment and/or suspension or dismissal of a Student, independent of the merits of the underlying allegation.
- C. Allegations of Retaliation should be reported to the Title IX Coordinator.

## **IX. INVESTIGATION AND RESOLUTION OPTIONS**

- A. Initial Assessment
  - i. The Office of Student Engagement and Retention reviews all reports of Sexual Harassment under this policy under the direction of the Title IX Coordinator or designee for an initial assessment of the reported information. The available resolution options will be guided by the availability of information or evidence suggesting that a policy violation may have occurred; the University's obligation to investigate and provide appropriate remedies to eliminate, prevent, and address the effects of the prohibited conduct; and the desire of the Complainant to participate in an investigation or other resolution.

- ii. Upon completion of an initial assessment, the Title IX Coordinator or designee will determine the available options for resolution and will communicate the options to the parties.

B. Informal Resolution

- i. Informal resolution may be utilized in some circumstances if the University deems appropriate and both parties agree to it.

C. Investigative Resolution

The Office of Student Engagement and Retention may resolve a report of Sexual Harassment through investigative resolution when the alleged Sexual Harassment, if true, would be prohibited under applicable University policy. In instances when informal resolution is inappropriate, when the party requests, or when the University requires formal investigation, the University will consider the concerns and rights of all parties and provide a prompt, fair, impartial, and equitable process.

## **X. REMEDIES**

- A. When the University makes a finding of a policy violation, it will take steps, whether individual or systemic, to stop the alleged Sexual Harassment, prevent its recurrence, and remedy the discriminatory effects on the Complainant and others, as appropriate.

B. Corrective Actions/Sanctions

- i. When the Respondent is a Student, potential sanctions include:
  - a. Disciplinary Notice (Verbal or Written Warning)
  - b. Confiscation and/or Disposal of Property
  - c. Behavioral Contract
  - d. Educational Courses or Counseling
  - e. Disciplinary Probation
  - f. Suspension
  - g. Expulsion
  - h. Other appropriate educational sanctions
- ii. When the Respondent is an employee, corrective actions may be taken pursuant to the Faculty Handbook, and/or Staff Handbook. Disciplinary corrective actions include coaching, development plans, reduction in supervisory duties and leadership responsibilities, changes in salary, termination, and other appropriate corrective actions.
- iii. Student employees may be subject to corrective action and sanctions under Student and/or employee policies depending on the nature of the case. For instance, a Student employee who is dismissed from the university may also be subject to termination or other corrective actions.

- C. Any corrective actions or sanctions will not take effect until any appeals have been completed.

D. Interim Supportive Measures

- i. Supportive measures will be made available to both the Complainant and Respondent whether or not a Formal Complaint is filed to ensure equal access to the University's

education and employment programs and activities. The Title IX Coordinator or designee will conduct an individualized assessment and will review requests from Complainant and Respondent to determine supportive measures that are appropriate and reasonably available at no cost to the Complainant or Respondent. Supportive measures may include, but are not limited to:

- a. No contact directives;
  - b. Referral to campus and community resources for victim advocacy, counseling, health services, legal assistance, immigration assistance, disability services;
  - c. Academic support including extensions of time and other course-related adjustments;
  - d. Modification of work or class schedules;
  - e. Change in work or housing locations;
  - f. Change in reporting relationship;
  - g. Consideration of leave requests; and
  - h. Assistance with academic petitions.
- ii. During the period of any investigation a Respondent can be put on administrative leave if they are an employee of the University. If the Respondent is a Student of the University, they may be removed from educational activities following an individualized safety and risk analysis determines that the Respondent poses an imminent threat to the physical health or safety of anyone due to the allegations made. If a Student is removed from educational activities in this way, they have the right to challenge the determination of the safety and risk analysis.
  - iii. The Title IX Coordinator or designee will coordinate the provision of interim supportive measures. Parties will not be required to arrange such measures by themselves but may need to participate in communication with supervisors, faculty, and other University employees with a need to know.
  - iv. The University will maintain as confidential any supportive measures provided to the Complainant or Respondent to the extent that maintaining such confidentiality would not impair the ability of the University to provide the supportive measures.

#### E. Other Remedial Measures

- i. When the university is unable to proceed with investigative resolution, such as lack of information in the report or request by the Complainant that an investigation not move forward, the university may take other remedial measures as appropriate to remedy the effects of the alleged Sexual Harassment and/or prevent its recurrence. Remedial measures may also be implemented when it is determined that inappropriate behavior occurred, but that the behavior did not rise to the level of a policy violation.
- ii. Remedial measures may include and are not limited to:
  - a. Providing training on Sexual Harassment;
  - b. Increasing security in a designated space;
  - c. Changing policy or procedure; and
  - d. Conducting climate checks.

## **XI. FALSE ALLEGATIONS**

- A. It is a violation of this policy for anyone to make a false allegation of Sexual Harassment in bad faith. Corrective actions or sanctions may be imposed on individuals who in bad faith make false allegations of Sexual Harassment.
- B. The absence of a finding of a policy violation is not equivalent to finding that the Complainant acted in bad faith.

## **XII. PROCESS ABUSE**

- A. No member of the University Community may:
  - i. Obstruct, prohibit, exert improper influence over, or interfere with any individual making a report, participating in a process, or carrying out a responsibility covered by this policy;
  - ii. Make, in bad faith, materially false statements in or related to a process covered by this policy;
  - iii. Disrupt or interfere with the orderly conduct of any proceeding conducted under this policy; or
  - iv. Fail to comply with any directive, sanction, or corrective action issued pursuant to this policy.

## **XIII. TRAINING**

- A. All faculty (full-time and adjunct), staff (full-time and part-time) and student employees (work-study and graduate assistants) are required to take annual Sexual Harassment training as directed by the university.
- B. Vendors and Board Members will receive a hard copy or an electronic version of the policy. In addition, they are required to sign a policy acknowledgement receipt.
- C. Although students are not required to take an annual training, the policy will be emailed to students and made available on the Title IX website.

## **PROCEDURE**

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### **I. INITIAL ASSESSMENT**

- A. Upon receiving a report, the Title IX Coordinator will provide information to the Complainant on the availability of supportive measures, the right to file a Formal Complaint, and how to file a Formal Complaint.
- B. The Office of Student Engagement and Retention reviews all reports of Sexual Harassment under this policy under the direction of the Title IX Coordinator or designee for an initial assessment of the reported information. Available resolution options will be guided by the availability of information and evidence suggesting that a policy violation may have occurred; the University's obligation to investigate and provide appropriate remedies to eliminate, prevent, and address the effects of the prohibited conduct; and the availability or desire of the Complainant to participate in an investigation or other resolution.

- C. Upon completion of an initial assessment, the Title IX Coordinator or designee will determine the available options for resolution and will communicate these options to the parties.
- D. If the Complainant or the University elects to file a Formal Complaint, the Title IX Coordinator will provide written notice to the Respondent within ten days including:
  - i. The actual allegations of facts that constitute Sexual Harassment and any evidence that supports this;
  - ii. That there is a presumption of innocence in their favor;
  - iii. That all parties are entitled to an advisor of their choice;
  - iv. That all parties can inspect and review evidence; and,
  - v. Information regarding any code of conduct provisions that prohibit false statements made in bad faith.

## **II. DISMISSAL OF A COMPLAINT**

- A. In the event that prior to, or in the course of, an investigation, the University determines that the allegations fail to meet the definition of Sexual Harassment or did not occur while in the United States and under the University's educational program or activity, the investigation and Formal Complaint will be dismissed. Formal Complaints may still be resolved through an informal resolution process as outlined above or according to procedures set forth in the Student Code of Conduct.
- B. The University reserves the right to dismiss the Formal Complaint and stop the investigation if:
  - i. The Complainant notifies the Title IX Coordinator in writing that they wish to withdraw their Formal Complaint;
  - ii. The Respondent is no longer enrolled in or employed by the University; or
  - iii. Specific circumstances prevent the school from gathering sufficient evidence to reach a determination about allegations (e.g. lack of participation in the investigative process by parties or witnesses).
- C. If the University dismisses the Formal Complaint for any reason, either party may appeal the decision as outlined in this policy's appeals process.

## **III. INFORMAL RESOLUTION**

- A. Informal resolution may be utilized in some circumstances if a Formal Complaint is filed.
- B. The usage of an informal resolution process is limited in a number of ways:
  - i. Informal resolution is unavailable if the Respondent is an employee of the school.
  - ii. Informal resolution may only be used if any and all parties to an investigation agree to it.
- C. In all cases, the University will inform the parties of the right to end the informal resolution process at any time. If a party chooses to end the informal resolution process, the University will inform the Complainant of options, including the option to begin the investigative resolution process.
- D. The University will provide a facilitator, mediator, or decision-maker that is free from conflicts of interest and has received special training in order to facilitate resolution of the Formal Complaint.



- E. Informal resolution can take any form that the parties agree upon. The Title IX Coordinator or designee will work with the parties to develop a form of resolution that adequately resolves the needs of the parties. This may include:
  - i. *Facilitated Dialogue*: A structured and facilitated conversation between two or more individuals, including, but not limited to the Complainant and the Respondent, which allows for voices to be heard and perspectives to be shared. Depending on stated interests, participants may work towards the development of a shared agreement.
  - ii. *Restorative Justice Circle*: A facilitated interaction between the Respondent, Complainant and University community designed to provide accountability, structured support, and the creation of an educational plan.
- F. Depending on the form chosen, it may be possible for a Complainant to maintain anonymity throughout the informal resolution process.
- G. As part of the resolution process, additional measures (including, but not limited to educational programming, training, regular meetings with an appropriate university individual or resource, extensions of no contact orders, or counseling sessions) may be agreed upon.

#### **IV. FORMAL RESOLUTION & HEARINGS**

- A. The Office of Student Engagement and Retention may resolve a report of Sexual Harassment through its formal resolution process when the alleged Sexual Harassment, if true, would be prohibited under applicable University policy. In instances when informal resolution is inappropriate, when any party requests, or when the University requires formal investigation, the University will consider the concerns and rights of all parties and provide a prompt, fair, impartial, and equitable process.
- B. Investigation
  - i. Following the filing of a Formal Complaint, an Investigator will be assigned to the case by the Title IX Coordinator. During the investigation, the Investigator will seek to meet separately with the Complainant, Respondent, and any relevant witnesses who may have information relevant to the incident. The Investigator may also gather or request other relevant information or evidence when available and appropriate. Both the Complainant and Respondent will be asked to identify witnesses and provide other relevant information in a timely manner to facilitate prompt resolution of the case. All investigations are done by a dedicated member of the Title IX Committee.
  - ii. Although both the Complainant and Respondent are advised to participate in the investigation process to enable a fair and equitable resolution to any case, neither the Complainant nor the Respondent are required to participate in the investigation process.
  - iii. Formal Complaints of sexual harassment may be consolidated where the allegations arise out of the same facts or circumstances.
  - iv. During the investigation process, parties have an equitable right to:
    - a. Receive notice of the allegations before participating in an interview with sufficient time to prepare for meaningful participation;
    - b. A process with reasonably prompt timeframes, with extensions for good cause, as described in the Procedure section below;
    - c. Present relevant information to the Investigator, including evidence and witnesses;

- d. Receive timely and equal access to any relevant information, documentation, and evidence gathered during the investigation;
  - e. Have an advisor of their choosing, or through appointment by the University, including an attorney, advocate, or other support person who is not a potential witness in the investigation or could otherwise compromise the investigation, who provides support throughout the formal resolution process, including being present for any meetings or hearings; and
  - f. Investigators who are adequately trained to resolve cases of alleged Sexual Harassment, are familiar with applicable policies and procedures, and who do not have a conflict of interest or bias for or against either party.
- v. The University must provide a written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings to all parties whose participation is invited or expected with sufficient time for the party to prepare to participate.
  - vi. The University will not restrict the ability of a Complainant or Respondent to discuss the allegations under investigation or to gather and present relevant evidence.
  - vii. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
  - viii. Following the completion of the investigation, the Investigator will complete an investigative report on the allegations contained in the Formal Complaint. Before the report is finalized, the Investigator will send to each party and their advisors an electronic or hard copy of all evidence that is directly related to the allegations. The University must include all evidence directly related to the allegations, even if the investigator does not intend to rely on that evidence in making a determination of responsibility. The parties then have at least ten days to provide a written response, which the Investigator will consider before finalizing the investigative report. The finalized report is then circulated for no less than ten days before a hearing is held.

### C. Hearings

- i. All hearings are overseen by a Decision Maker(s). All Decision Maker(s) have received special training on how to be impartial and are assigned to cases by the Title IX Coordinator to avoid any bias and present an objective analysis of the evidence. In no case is the Investigator for a given case also the Decision Maker(s).
- ii. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the end of the investigation and hearings.
- iii. The Decision Maker(s) 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 the privilege has waived it.
- iv. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
- v. Hearings are not legal proceedings and do not follow courtroom procedure or the formal rules of evidence. During any hearings, each party must have an advisor present to ask questions to the other party. This advisor does not need to be licensed to practice law and may be a person of the party's choice or, if they do not have an advisor, the University will provide an advisor for them.

- vi. Questioning & Cross-Examinations
  - a. The Decision Maker(s) may question individual parties and witnesses.
  - b. Parties will have the opportunity to cross-examine the party or witness. Parties may never ask questions directly, and questions must be asked to the other party through the use of a party's advisor. All questions asked must be relevant. Any questions determined not to be relevant by the Decision Maker(s) are not required to be answered.
  - c. If deemed reliable and relevant by the decision-maker, and not otherwise subject to exclusion under this Policy, the decision-maker may consider the statements of persons who were not present at the hearing, or persons who were present at the hearing but who nevertheless were not subject to cross-examination. This includes, but is not limited to, opinions and statements in police reports or other official reports, medical records, court records and filings, investigation notes of interviews, emails, written statements, affidavits, text messages, social media postings, and the like.
- vii. If, at any point during the hearing, the Decision Maker(s) determines that unresolved issues exist that could be clarified through additional investigation time, the Decision Maker(s) may suspend the hearing and reconvene it in a timely manner that accommodates further investigation.
- viii. Hearings will be conducted virtually through the use of technology at the University's discretion. The University will utilize Zoom to allow for simultaneous participation.
- ix. All hearings will be memorialized through an audio or audiovisual record or transcript of the live hearing. The recording or transcript will be made available for parties to inspect and review following their completion.

#### D. Resolution

- i. The Decision Maker(s) will communicate his or her decision to both parties, concurrently. The Decision Maker(s) will communicate the decision in writing and orally as soon as possible after the hearing. In all cases, the Decision Maker(s) will send the parties a final outcome letter within ten days of the conclusion of the hearing.
- ii. The Decision Maker(s) bases all conclusions by examining all evidence from the investigation and the hearing. Their conclusion is based on the clear and convincing standard: If clear and convincing, it is highly and substantially more likely to be true than untrue that Respondent committed the alleged acts(s), then the Respondent will be found responsible for violating this policy.
- iii. The Decision Maker(s)'s written decision must include the following information:
  - a. Identification of the allegations potentially constituting Sexual Harassment;
  - b. 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 parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
  - c. Findings of fact supporting the determination;

- d. Conclusions regarding the application of the University's code of conduct to the fact;
  - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctioned imposed upon the Respondent, and whether remedies designed to restore or preserve equal access to the University's education program or activity will be provided; and
  - f. The procedures and permissible bases for either party to appeal.
- iv. If the Respondent is found responsible for violating this policy, the Decision Maker will consult with any appropriate individuals in order to determine the corrective actions and/or sanctions to resolve the case. Any such corrective actions and/or sanctions will be outlined in the Decision Maker(s)'s written decision.

## **V. APPEALS PROCESS**

- A. If either party disagrees with the outcome of the Decision Maker(s)'s determination, they may file a written appeal with the Title IX Coordinator within ten calendar days of receiving the Decision Maker(s)'s written decision.
- B. Appeals may be filed due to:
  - i. A procedural irregularity that affected the outcome.
  - ii. New evidence being discovered that was not reasonably available at the time of the determination or dismissal.
  - iii. 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 of the Investigator or investigator(s), or decision-maker(s).
- C. The Appeals Decision Maker(s) will examine all evidence in order to determine if the appeal has merit. The Appeals Decision Maker(s) will make an unbiased objective conclusion as to the appeal's merit and issue a written decision describing the result of the appeal and the rationale for the result; and will provide the written decision simultaneously to both parties.

## **VI. RECORDKEEPING**

- A. The University shall maintain all records relating to Formal Complaints of Sexual Harassment, as well as all training materials used under this Policy, for seven years.

**APPENDIX A**  
**Responsibilities of Title IX Officers and Confidential Sources**

Title IX Officers

Position of Office	Responsibilities
<b>Dionne Jones-Malone, Ph.D.</b> Room 101A, 219.473.4305 <a href="mailto:djonesmalone@ccsj.edu">djonesmalone@ccsj.edu</a>	Title IX Coordinator
<b>Keith Alexander</b> Room 114, 219.473.4210 <a href="mailto:kalexander@ccsj.edu">kalexander@ccsj.edu</a>	Student Rep  Decision Maker
<b>Christopher Artim</b> Room #103, 219.473.4314 <a href="mailto:cartim@ccsj.edu">cartim@ccsj.edu</a>	Student Rep  Investigator, Decision Maker
<b>Marion Castillo</b> Room A104, 219.473.4276 <a href="mailto:mcastillo@ccsj.edu">mcastillo@ccsj.edu</a>	Student Rep  Investigator
<b>Amanda Copeland</b> Room 301, 219.473.4350 <a href="mailto:acopeland@ccsj.edu">acopeland@ccsj.edu</a>	Faculty Rep  Investigator
<b>Jacqueline Cruz</b> Room 115, 219.473.4209 <a href="mailto:jcruz@ccsj.edu">jcruz@ccsj.edu</a>	Student Rep  Investigator, Decision Maker
<b>Andy Marks</b> Room 107, 219.473.4323 <a href="mailto:amarks@ccsj.edu">amarks@ccsj.edu</a>	Student Rep  Investigator, Decision Maker
<b>Paula Shreve, SPHR</b> Room 609, 219.473.4328 <a href="mailto:pshreve@ccsj.edu">pshreve@ccsj.edu</a>	Staff Rep  Investigator

Confidential Sources and Title IX Committee

Position of Office	Responsibilities
<b>Keli Burns</b> Room 110, 219.473.4223 <a href="mailto:kburns@ccsj.edu">kburns@ccsj.edu</a>	Confidential Source
<b>Michelle Concepcion</b> Room 120, 219.473.4387 <a href="mailto:mconcepcion@ccsj.edu">mconcepcion@ccsj.edu</a>	Confidential Source
<b>Johnny Craig</b> Room 119, 219.473.4301 <a href="mailto:jcraig@ccsj.edu">jcraig@ccsj.edu</a>	Appeal Officer
<b>John Mackowicz</b> Room 181, 219.473.4349 <a href="mailto:jmackowicz@ccsj.edu">jmackowicz@ccsj.edu</a>	Confidential Source
<b>Lynn Miskus</b> Room 601, 219.473.4310 <a href="mailto:lmiskus@ccsj.edu">lmiskus@ccsj.edu</a>	Appeal Officer
<b>Father Tim McFarland</b> Room 611, 219.473.4386 <a href="mailto:tmcfarland@ccsj.edu">tmcfarland@ccsj.edu</a>	Confidential Source

**APPENDIX B**  
**Title IX Resources**

**Indiana Commission for Higher Education**

<https://www.in.gov/che/>

317.464.4400

**Equal Employment Opportunity Commission (Indianapolis District Office)**

<https://www.eeoc.gov/field-office/indianapolis/location>

800.669.4000

**Indiana Civil Rights Commission (Indianapolis Office)**

<https://www.in.gov/icrc/>

800.628.2909

**U.S. Department of Justice**

<https://www.justice.gov/>

202.514.2000

**Local Indiana Abuse and Neglect Hotline:**

661 Broadway

Gary, IN 46402-2407

Region: 1

Regional Manager: Ellis Dumas III

Local Office Director: Twan Stokes

219.881.6944

**Child Abuse and Neglect Hotline:**

<https://secure.in.gov/dcs/2971.htm>

800.800.5556

**RAINN National Sexual Assault Hotline**

<https://hotline.rainn.org/online>

800.656.4673

**Student Assistance Program (SAP)**

[kerryk@crowncounseling.org](mailto:kerryk@crowncounseling.org)

219-413-3702

**APPENDIX C**  
**Summary of Process**

	<b>Activity</b>	<b>Completed by</b>
1.	Incident is reported to staff member (Employee Duty to Report)	Complainant or Third Party/Reporter
2.	Communicate Duty to Report and complete Complaint Form	Third Party/Reporter
3.	Submit Complaint Form to Title IX Coordinator	Third Party/Reporter
4.	Schedule and complete Initial Assessment with Complainant and provide the following information to the Complainant (see pages 15-16): <ul style="list-style-type: none"> <li>• Availability of supportive measures</li> <li>• The right to file a Formal Complaint</li> <li>• How to file a Formal Complaint</li> </ul>	Title IX Coordinator
5.	Complainant or the University elects to file a formal complaint? If Yes – Written notice to respondent within 10 days (see pg. 16) If No – Dismissal of investigation and formal complaint	Complainant or the University
6.	Formal complaint filed	Victim Third Party/Reporter
7.	Investigators assigned to the case	Title IX Coordinator
8.	Conduct investigation process (see pages 17-18)	Investigators
9.	Complete and send investigative report including evidence to each party and the advisors for review (Parties have 10 days to provide a written response before finalized investigative report).	Investigators
10.	Assign decision maker and advisors (if needed)	Title IX Coordinator
11.	Conduct Hearing (questioning and cross examination) (see pages 18-19)	Decision Maker
12.	Decision communicated to both parties (written and orally) and an outcome letter sent within 10 days of the conclusion of the hearing (see pages 19-20)	Decision Maker
13.	Satisfaction with final determination If Yes – Case Closed If No – Move to next step	Complainant or responding party
14.	Submit Appeal (Appeal submitted to Title IX Coordinator within 10 calendar days of outcome letter) (see pg. 20)	Complainant or responding party
15.	Assign Title IX Appeal Officers (Decision and Sanctions)	Title IX Coordinator
16.	Appeal reviewed, decision made and sanctions assigned	Appeal Officers (Decision and Sanctions)
17.	Complete and send final outcome letter to both parties	Title IX Appeal Officer



**Attachment A**

**TITLE IX COMMITTEE MEMBER CONFIDENTIALITY AGREEMENT**

This Agreement is made between \_\_\_\_\_ ("EMPLOYEE")  
and **Calumet College of St. Joseph (CCSJ)**, on \_\_\_\_\_ (DATE).

EMPLOYEE will perform services for CCSJ, which may require CCSJ to disclose confidential information to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to the Employee's role in discussing, investigating and making recommendations pertaining to Title IX. Accordingly, to protect CCSJ and the information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

- A. EMPLOYEE will hold the Confidential Information received from CCSJ in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the CCSJ Title IX Coordinator or College President.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties as a member of the CCSJ Title IX Committee.
- D. EMPLOYEE will, upon the request or upon termination of his/her relationship with CCSJ, deliver any notes, documents, and materials they may have received which are related to their role as part of the CCSJ Title IX Committee.
- E. CCSJ reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

**ACKNOWLEDGMENT**

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement. Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

**Calumet College of St. Joseph**

**Employee**

\_\_\_\_\_  
CCSJ Representative Signature                      Date

\_\_\_\_\_  
Employee Signature                                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

## Attachment B

### PREGNANCY AND PARENT POLICY

#### **POLICY STATEMENT:**

Under the Department of Education’s (DOE) Title IX regulations, an institution that receives federal funding “shall not discriminate against any student or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such student’s pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom.” According to the DOE, appropriate treatment of a pregnant student includes granting the student leave “for so long a period of time as deemed medically necessary by the student’s physician,” and then effectively reinstating the student to the same status as was held when the leave began.

This generally means that pregnant students should be treated by Calumet College of St. Joseph the same way as someone who has a temporary disability, and will be given an opportunity to make up missed work wherever possible. Extended deadlines, make-up assignments (e.g., papers, quizzes, tests, and presentations), tutoring, independent study, online course completion options, and incomplete grades that can be completed at a later date, should all be employed, in addition to any other ergonomic and assistive supports typically provided by Academic Disability Services. To the extent possible, Calumet College of St. Joseph will take reasonable steps to ensure that pregnant students who take a leave of absence or medical leave return to the same position of academic progress that they were in when they took leave, including access to the same course catalog that was in place when the leave began. The Vice President of Student Engagement and Retention, who serves as the College’s Title IX Coordinator, has the authority to determine that such accommodations are necessary and appropriate, and to inform faculty members of the need to adjust academic parameters accordingly.

As with disability accommodations, information about pregnant students’ requests for accommodations will be shared with faculty and staff only to the extent necessary to provide the reasonable accommodation(s). Faculty and staff will regard all information associated with such requests as private and will not disclose this information unless necessary. Administrative responsibility for these accommodations lies with the Director of Academic Disability Services, who will maintain all appropriate documentation related to accommodations.

In situations such as student teaching, performances, labs, and group work, the institution will work with the student to devise an alternative path to completion, if possible. In progressive curricular and/or cohort-model programs, medically necessary leaves are sufficient cause to permit the student to shift course order, substitute similar courses, or join a subsequent cohort when returning from leave.

Students are encouraged to work with their faculty members and Calumet College of St. Joseph’s support systems to devise a plan for how to best address the conditions as pregnancy progresses, anticipate the need for leaves, minimize the academic impact of their absence, and get back on track as efficiently and comfortably as possible. The Director of Academic Disability Services will assist with plan development and implementation as needed.

#### **DEFINITIONS:**

Caretaking	Caring for and providing for the needs of a child.
Child(ren)	For purposes of this policy, those under the age of 18 who are dependents of students, faculty or staff.

Medical Necessity	A determination made by a health care provider (of the student's choosing) that a certain course of action is in the patient's best health interests.
Parenting	The raising of a child by the child's parents in the reasonably immediate post-partum period.
Pregnancy and Pregnancy-Related Conditions	Includes (but are not limited to) pregnancy, childbirth, false pregnancy, termination of pregnancy, conditions arising in connection with pregnancy, and recovery from any of these conditions.
Pregnancy Discrimination	Includes treating an individual affected by pregnancy or a pregnancy-related condition less favorably than similar individuals not so affected, and includes a failure to provide legally mandated leave or accommodations.
Pregnant Student/Birth-Parent	Refers to the student who is or was pregnant. This policy and its pregnancy-related protections apply to all pregnant persons, regardless of gender identity or expression.
Reasonable Accommodations	For the purposes of this policy, changes in the academic environment or typical operations that enables pregnant students or students with pregnancy-related conditions to continue to pursue their studies and enjoy the equal benefits of Calumet College of St. Joseph.

**REASONABLE ACCOMODATIONS OF STUDENTS AFFECTED BY PREGNANCY, CHILDBIRTH, OR RELATED CONDITIONS**

1. Calumet College of St. Joseph and its faculty, staff, and other employees will not require students to limit their studies as a result of pregnancy or pregnancy-related conditions.
2. The benefits and services provided to students affected by pregnancy will be no less than those provided to students with temporary medical conditions.
3. Students with pregnancy-related disabilities, like any student with a short-term or temporary disability, are entitled to reasonable accommodations so that they will not be disadvantaged in their courses of student or research, and may seek assistance from the Office of Academic Disability Services.
4. No artificial deadlines or time limitations will be imposed on requests for accommodations, but Calumet College of St. Joseph is limited in its ability to impact or implement accommodations retroactively.
5. Reasonable accommodations may include, but are not limited to:
  - a. Providing accommodations requested by a pregnant student to protect the health and safety of the student and/or the pregnancy (such as allowing the student to maintain a safe distance from hazardous substances);
  - b. Making modifications to the physical environment such as accessible seating;

- c. Providing mobility support;
- d. Extending deadlines and/or allowing the student to make up tests or assignments missed for pregnancy related absences;
- e. Offering remote learning options;
- f. Excusing medically- necessary absences (this must be granted, irrespective of classroom attendance requirements set by a faculty member or department);
- g. Granting leave per Calumet College of St. Joseph's medical leave policy or implementing incomplete grades (per Incomplete Policy) for classes that will be resumed at a future date; or
- h. Allowing breastfeeding students reasonable time and space to pump breast milk in a location that is private, clean, and reasonably accessible. Bathroom stalls do not satisfy this requirement.

Nothing in this policy requires modification to the essential elements of any academic program. Pregnant students cannot be channeled into an alternative program or school against their wishes.

### **MODIFIED ACADEMIC RESPONSIBILITIES POLICY FOR PARENTING STUDENTS**

1. Students with child caretaking/parenting responsibilities who wish to remain engaged in their coursework while adjusting their academic responsibilities because of the birth or adoption of a child or placement of a foster child may request an academic modification period during the first 3 months from the time the child entered the home. Extensions may be granted when additional time is required by medical necessity or extraordinary caretaking/parenting responsibilities.
2. During the modification period, the student's academic requirements will be adjusted and deadlines postponed as appropriate, in collaboration among the Office of Academic Disability Services, the student's academic advisor, and the appropriate academic department(s).
3. Students seeking a period of modified academic responsibilities may consult with their academic advisor or with the Office of Academic Disability Services to determine appropriate academic accommodations requests. The Director of Academic Disability Services will communicate all requests under this policy to students' academic advisors and coordinate accommodation-related efforts with the advisors unless the student specifically requests that their advisors be excluded. Students are encouraged to work with their advisors and faculty members to reschedule course assignments, lab hours, examinations, or other requirements, and/or to reduce their overall course load, as appropriate, once authorization is received from the Office of Academic Disability Services. If, for any reason, caretaking/parenting students are not able to work with their advisors/faculty members to obtain appropriate modifications, students should alert the Office of Academic Disability Services as soon as possible, and the office will help facilitate needed accommodations and modifications.
4. In timed degree, certification or credentialing programs, students who seek modifications upon the birth or placement of their child will be allowed an extension of up to 3 months to prepare for and take preliminary and qualifying examinations, and an extension of up to 3 months toward normative time to degree while in candidacy, to the extent those deadlines are controlled by Calumet College of St. Joseph. Longer extensions may be granted in extenuating circumstances.
5. Students can request modified academic responsibilities under this policy regardless of whether they elect to take a leave of absence.
6. While receiving academic modifications, the student will remain registered and retain benefits accordingly.

### **LEAVE OF ABSENCE**

1. As long as students can maintain appropriate academic progress, faculty, staff, or other Calumet College of St. Joseph employees will not require them to take a leave of absence, or withdraw from or limit their studies as the result of pregnancy, childbirth, or related conditions, but nothing in this

- policy requires modification of the essential elements of any academic program.
2. Enrolled students may elect to take a leave of absence for up to six (6) weeks because of pregnancy and/or the birth, adoption, or placement of a child. The leave term may be extended in the case of extenuating circumstances or medical necessity.
  3. Students taking a leave of absence under this policy will provide notice of the intent to take leave 30 calendar days prior to the initiation of leave, or as soon as practicable.
  4. Intermittent leave may be taken with the advance approval of the Vice President of Academic Affairs and students' academic department(s), when medically necessary.
  5. To the extent possible, Calumet College of St. Joseph will take reasonable steps to ensure that upon return from leave, students will be reinstated to their program in the same status as when the leave began, with no tuition penalty.
  6. Continuation of students' scholarship or similar Calumet College of St. Joseph-sponsored funding during the leave term will depend on the student's registration status and the policies of the funding program regarding registration status. Students will not be negatively impacted by or forfeit their future eligibility for their scholarship or similar Calumet College of St. Joseph-supported funding by exercising their rights under this policy.
  7. The Title IX Coordinator and the Director of Academic Disability Services can and will advocate for students with respect to financial aid agencies and external scholarship providers in the event that a leave of absence places eligibility into question.