



Human Resources HR 20.4: Title IX – Sexual Discrimination, Harassment and Misconduct Compliance Policy

Responsibility:

The policies and procedures reflected in this document apply to the following: all full-time faculty, staff, and coaches; all part-time faculty, staff and coaches (including adjunct faculty), partners, vendors and any other entity doing business for, or with, Calumet College of St. Joseph.

Policy:

This Policy addresses the requirements of Title IX of the Education Amendments of 1972 (“Title IX”). Title IX is a federal law that prohibits sex discrimination in federally funded education programs and activities. Title IX states as follows:

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.

Discrimination on the basis of sex (i.e., sex discrimination) includes sexual harassment and sexual misconduct. Sexual misconduct, in turn, includes sexual assault and sexual violence.

The College prohibits all forms of sexual misconduct, including, but not limited to, sexual assault, stalking, dating or domestic violence, and sexual harassment. Such conduct violates the community values and principles of the College and disrupts the living, learning and working environment for students, faculty, staff and other community members. In furtherance of this policy, the College has adopted the following standards of conduct for all members of our community – students, faculty and staff, as well as College vendors, contractors, visitors, guests, volunteers, interns, and third parties – with respect to sexual misconduct. These standards apply equally to all regardless of the sex, gender, sexual orientation, gender identity or gender expression of any of the individuals involved.

Compliance for Title IX will be primarily assessed by the following three documents: 1) 2001 Revised Sexual Harassment Guidance, 2) Dear Colleague Letter (September 22, 2017) and 3) Q&A on Campus Sexual Misconduct (2017). These documents are provided by the United States Department of Education Office for Civil Rights. A copy of these documents are available on the CCSJ Title IX website.

Procedure:

Summary of Process

The basic steps used throughout this process include witness investigations, an investigation report and an outcome letter.

	Activity	Completed by
1	Incident is reported to staff member	Victim or Third Party/Reporter
2	Is medical attention needed/should the police be notified? If Yes - Secure medical attention and/or police If No – Move to next step	Third Party/Reporter

3	Listen to victim and offer options – communicate “duty to report”, confidential source and basic process.	Third party/Reporter
4	Request Confidential Source? If Yes - No further action required (provide resource) If No – Move to next step	Victim Third Party/Reporter
5	Complete Complaint Form	Third party/Reporter
6	Submit Complaint form to Title IX Coordinator	Third party/Reporter
7	Schedule and complete intake meeting with victim	Title IX Coordinator or Deputy
8	End Process? If Yes - No further action required If No – Move to next step	Title IX Coordinator
9	Assign Investigator and submit intake	Title IX Coordinator
10	Notify party of allegations (Submit Notice of Investigation)	Title IX Coordinator or Deputy
11	Conduct investigation process (see pages 10-12 for Process Steps)	Title IX Coordinator or Deputy
12	Complete and send outcome letter (Outcome letter reviewed by committee and then both parties)	Title IX Coordinator or Deputy
13	Satisfaction with final determination If Yes – Case Closed If No – Move to next step	Victim or responding party
14	Submit Appeal (Appeal submitted to Title IX Coordinator with 5 business days of outcome letter)	Victim or responding party
15	Title IX Appeal Officer assigned	President
16	Appeal reviewed, and decision made (Appeal should state remedy by appealing party)	Title IX Appeal Officer
17	Complete and send final outcome letter (Outcome letter completed by Coordinator and submitted)	Title IX Appeal Officer

I. PROHIBITED CONDUCT

The following are the definitions of conduct that is prohibited under this policy. If you have any questions about the definition or application of any of these terms, the policy, in general, or the resources available to you as a member of the College community, please contact a Title IX Coordinator. The contact information for these individuals, as well as other individuals at the College who can provide support is provided.

A. SEXUAL HARASSMENT. Sexual harassment consists of two basic types:

1. **Quid Pro Quo Harassment.** Any action in which submission to or rejection of unwelcome conduct of a sexual nature is made, either explicitly or implicitly, a term or condition of an individual’s education, grades, recommendations, extracurricular programs or activities, or employment opportunities.
2. **Intimidating or Hostile Environment.** Any unwelcome conduct of a sexual nature that is severe, persistent or pervasive, and creates an intimidating, hostile or offensive working or educational environment, or has the purpose or effect of unreasonably interfering with an individual’s employment, academic performance, education or participation in extracurricular programs or activities.

In either type of sexual harassment noted above, the effect will be evaluated from both a subjective perspective, as well as the objective perspective of a reasonable person in the position of the person who experienced the conduct.

In some cases, sexual harassment is obvious and may involve an overt action, a threat or reprisal. In other instances, sexual harassment is subtle and indirect, with a coercive aspect that is unstated. Examples include, but are not limited to, the following:

- (a) Sexual harassment can occur between persons of equal power status (e.g., student to student, staff to staff) or between persons of unequal power status (e.g., faculty member to student, coach to student-athlete). Although sexual harassment often occurs in the context of the misuse of power by the individual with the greater power, a person who appears to have less or equal power in a relationship can also commit sexual harassment.
- (b) Sexual harassment can be committed by (or against) an individual or by (or against) an organization or group.
- (c) Sexual harassment can be committed by an acquaintance, a stranger, or people who shared a personal, intimate or sexual relationship.
- (d) Sexual harassment can occur by or against an individual of any sex, gender identity, gender expression or sexual orientation.

Examples of behavior that might be considered sexual harassment include, but are not limited to:

- (a) Unwanted sexual innuendo, propositions, sexual attention or suggestive comments and gestures; inappropriate humor about sex or gender-specific traits; sexual slurs or derogatory language directed at another person's sexuality, gender, gender identity, sexual orientation or gender expression; insults and threats based on sex, gender, gender identity, sexual orientation or gender expression; and other oral, written or electronic communications of a sexual nature that an individual communicates is unwanted and unwelcome.
- (b) Written graffiti or the display or distribution of sexually explicit drawings, pictures or written materials; sexually charged name-calling; or the circulation, display or creation of e-mails, text messages or websites of a sexual nature.
- (c) Display or circulation of written materials or pictures degrading to an individual or gender group where such display is not directly related to academic freedom, or an educational/pedagogical, artistic or work purpose.
- (d) Unwelcome physical contact or suggestive body language, such as touching, patting, pinching, hugging, kissing, or brushing against an individual's body.
- (e) Physical coercion or pressure of an individual to engage in sexual activity or punishment for a refusal to respond or comply with sexual advances.
- (f) Use of a position of power or authority to: (i) threaten or punish, either directly or by implication, for refusing to tolerate harassment, for refusing to submit to sexual activity, or for reporting harassment; or (ii) promise rewards in return for sexual favors.

- (g) Acts of verbal, nonverbal or physical aggression, intimidation or hostility based on sex or sex-stereotyping.

ADDITIONAL FORMS OF PROHIBITED CONDUCT

3. **Sexual Violence.** Physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. Physical sexual acts include, but are not limited to, vaginal or anal penetration, however slight, with a body part or object, or oral copulation by mouth-to-genital contact. This definition includes rape, sexual assault, sexual battery, and sexual coercion. Sexual violence may involve individuals who are known to one another or have an intimate and/or sexual relationship (relationship violence), or may involve individuals not known to one another.
4. **Other Inappropriate Sexual Contact.** 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.
5. **Faculty-Student Consensual Relations.** 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.
6. **Undergraduate Students.** 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.
7. **Sexual Exploitation.** Any act committed through non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, personal benefit or advantage or any other illegitimate purpose. Sexual exploitation may involve individuals who are known to one another, have an intimate or sexual relationship, or may involve individuals not known to one another. Examples include, but are not limited to, observing another individual's nudity or sexual activity or allowing another to observe consensual sexual activity without the knowledge and consent of all parties involved.
8. **Inducing Incapacitation.** 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.
9. **Media-Based Misconduct.** 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.

10. **Miscellaneous.** The inappropriate behaviors listed above are not an exhaustive list. The College may consider any other conduct that has a sexual or gender-based connotation under this policy.

B. STALKING

More than one instance of unwanted attention, harassment, physical or verbal contact, or any other course of conduct directed at an individual that could be reasonably regarded as likely to alarm or place that individual in fear of harm or injury, including physical, emotional or psychological harm. This includes cyber-stalking, a particular form of stalking in which electronic media such as the internet, social networks, blogs, texts or similar forms of contact are used to pursue, harass or make unwelcome contact with another person. Stalking and cyber-stalking may involve individuals who are known to one another or have an intimate or sexual relationship, or may involve individuals not known to one another.

C. RELATIONSHIP VIOLENCE (DOMESTIC VIOLENCE AND DATING VIOLENCE)

Relationship violence is any intentionally violent or controlling behavior of one individual by a person who is currently or was previously in a relationship with that individual. Relationship violence may include actual or threatened physical injury, sexual violence, psychological or emotional abuse and/or progressive social isolation.

D. RETALIATION

Engaging in conduct that may reasonably be perceived to:

1. Adversely affect a person's educational, living or work environment because of his or her good faith participation in the reporting, investigation and/or resolution of a report of a violation of this policy; or
2. Discourage a reasonable person from making a report or participating in an investigation under this policy, any other College policy, or any other local, state or federal complaint process (e.g., filing a complaint with an entity like the U.S. Department of Education).

Retaliation includes, but is not limited to, acts or words that constitute intimidation, threats or coercion intended to pressure any individual to participate, not participate, or provide false or misleading information during any proceeding under this policy. Retaliation may include abuse or violence, other forms of harassment, and/or making false statements about another person in print or verbally with intent to harm their reputation.

Retaliation can be committed by any individual or group of individuals, not just a responding party (i.e., a person who has been accused of behavior that violates this policy) or a complaining party (i.e., a person who allegedly has been the victim of a violation of this policy). Retaliation may constitute a violation of this policy even when the underlying report made did not result in a finding of responsibility.

II. CONSENT

Consent is a freely and knowingly given agreement to the act of sexual conduct or sexual penetration in question. Consent is demonstrated through mutually understandable words and/or actions that clearly indicate a willingness to engage freely in sexual activity. While consent can be given by words or actions, non-verbal consent is more ambiguous than explicitly stating one's wants and limitations. Silence cannot be assumed to indicate consent. Lack of verbal or physical resistance or submission resulting from the use of force or threat of force by the accused shall not constitute consent.

A. GUIDANCE FOR CONSENT.

1. One is expected to obtain consent to each act of sexual activity prior to initiating such activity. Consent to one form of sexual activity does not constitute consent to engage in other forms of sexual activity.
2. Consent consists of an outward demonstration indicating that an individual has freely chosen to engage in sexual activity. Relying on non-verbal communication can lead to misunderstandings. Consent may not be inferred from silence, passivity, lack of resistance or lack of an active response alone. A person who does not physically resist or verbally refuse sexual activity is not necessarily giving consent.
3. When consent is requested verbally, absence of any explicit verbal response constitutes lack of consent. A verbal "no" constitutes lack of consent, even if it sounds insincere or indecisive.
4. If at any time during the sexual activity, any confusion or ambiguity arises as to the willingness of the other individual to proceed, both parties should stop and clarify verbally the other's willingness to continue before continuing such activity.
5. Either party may withdraw consent at any time. Withdrawal of consent should be outwardly demonstrated by words or actions that clearly indicate a desire to end sexual activity. Once withdrawal of consent has been expressed, sexual activity must cease.
6. Individuals with a previous or current intimate relationship do not automatically give either initial or continued consent to sexual activity. Even in the context of a relationship, there must be mutually understandable communication that clearly indicates a willingness to engage in sexual activity.
7. Consent is not valid if it results from the use or threat of physical force, intimidation or coercion, or any other factor that would eliminate an individual's ability to exercise his or her own free will to choose whether or not to have sexual contact.
8. An individual who is impaired by alcohol or other drug consumption (voluntarily or involuntarily) or is asleep, unconscious, unaware or otherwise physically helpless is considered unable to give consent.

B. IMPAIRED JUDGEMENT, ALCOHOL, COERCION, AND RELATED CONCEPTS.

The test of whether an individual should know about another's impairment is whether a reasonable, sober person would recognize the impairment. A responding party cannot rebut a sexual assault or sexual misconduct charge merely by asserting that he or she was intoxicated or otherwise impaired

and, as a result, did not know that the other person was impaired. Alcohol, drugs or other intoxicants do not dismiss the responsibility of an individual to obtain valid consent.

A person is considered impaired, or unable to give consent, if they cannot understand the when, where, why, how or who related to the sexual encounter.

This policy recognizes that judgment can be compromised or impaired well before what might be considered drunkenness or a state of incapacitation.

A person is NOT able to give effective consent in the following situations:

1. When the individual is impaired due to the consumption of drugs and/or alcohol;
2. When an individual is sleeping or unconscious.
3. When a person's mental capacity is not at the level of an adult, such as an individual with a mental or developmental disability.

In some situations, an individual's ability to freely, willingly and knowingly consent is taken away by another person or circumstance. Examples include, but are not limited to:

1. When an individual is physically forced to participate. Force is the use of physical violence and/or imposing on someone physically in order to gain sexual access. There is no requirement that a party resists the sexual advance or request, but resistance is a clear demonstration of non-consent. Any sexual activity that is forced is by definition without consent.
2. When an individual is intimidated, threatened – even by a perceived threat – isolated, or confined.
3. When an individual is coerced or unreasonably pressured for sexual activity. When someone makes clear that they do not want to engage in sexual activity, that they want something to stop, or that they do not want to go past a certain point of sexual interaction – continued pressure past that point can be coercive behavior. When evaluating coercive behavior, factors such as the frequency, duration, location (isolation of recipient of unwanted contact), and intensity of coercive behaviors will be considered.

III. REPORTING, INVESTIGATION AND APPEAL

A. TITLE IX DEPUTY COORDINATORS, SELECTION OF

The Title IX Coordinator position is a presidential appointment. The Title IX Coordinator oversees the university's compliance with Title IX by managing complaints of gender discrimination, including reports of sexual harassment, sexual violence, and sexual assault. The Title IX Deputies are appointed by the Title IX Coordinator and charged with assisting the Title IX Coordinator in overseeing and investigating student and employee complaints. The Title IX Committee consists of representatives drawn from critical areas of Title IX operation and coordination. The committee appointments are subject to an annual review for necessary committee changes.

The Title IX Coordinator and all appointed Deputy Coordinators must agree to and sign a confidentiality agreement requiring them to hold confidential any and all information they receive and/or have access to as a member of the Title IX Committee. (See page 14, Attachment A)

B. CONFIDENTIALITY

An individual may choose to disclose information concerning prohibited conduct, including, but not limited to, sexual harassment, sexual misconduct, interpersonal violence and stalking to a faculty or staff member. Individuals should understand, however, that the College employees, except the Confidential Reporting resources identified below, are required to report to the Title IX Coordinator when they receive a report of sex discrimination, including sexual harassment, sexual misconduct, interpersonal violence or stalking, so that the College can respond appropriately. If an individual requests confidentiality when reporting these incidents, the Title IX Coordinator will evaluate that request in light of the College's obligation under federal and state law and relevant government or regulatory guidance. Information pertaining to such incidents will be treated with sensitivity and disseminated with care when it is necessary to do so for purposes of conducting an investigation or taking appropriate corrective action. The College will complete publicly available recordkeeping, including Cleary Act reporting and disclosures, without the inclusion of personally identifying information about the victim, to the extent permissible by law.

C. REPORTING

1. Campus Reporting

The College encourages individuals to disclose as soon as practically possible, but there is no time limit on reporting incidents of sex discrimination, including sexual harassment, sexual misconduct, interpersonal violence or stalking. The College will undertake an investigation of past events, but it cannot typically impose disciplinary sanctions on an individual who is no longer a member of the College community (e.g., a student who has graduated or an individual who is no longer in the employ of the College).

All College employees, except those identified in the Confidential Reporting section below, are obligated to share with the Title IX Coordinator any alleged violation of this policy of which they become aware unless they are expressly prohibited by law from disclosing such information. Anyone who feels that they have been the victim of sex discrimination, including sexual harassment, sexual misconduct, interpersonal violence or stalking, as defined in this policy, is encouraged to bring it to the attention of the Title IX Coordinator for assistance. The Title IX Coordinator is responsible for the prompt and impartial review, investigation and adjudication of all reports of violations of this policy, along with the provision of interim measures and remedies to support all individuals involved and to treat them with dignity and care. The Title IX Coordinator is empowered to provide interim measures and remedies to support all individuals involved in these situations and to protect the safety of the College community through these measures. These responsibilities include addressing off-campus conduct that affects members of the College community, as well as on-campus conduct.

2. Amnesty Clause

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 he or she became a victim of or is reporting sexual misconduct. Therefore, no alcohol or drug charges are applied to a student who reports that he or she was under the influence of alcohol and/or drugs at the time of a sexual misconduct.

The purpose of this clause is to encourage reporting. Victims or bystanders (witnesses) should not let his or her use of alcohol or drugs be a deterrent to reporting an incident. When conducting the investigation, the College'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 College may provide referrals to counseling and may require educational options rather than disciplinary sanctions, in such cases.

3. **Reporting Unrelated to College**

The College encourages all individuals who feel they have been victims of sexual misconduct or interpersonal violence to seek immediate assistance from a medical provider for emergency services, including treatment of any injury, and to collect and preserve physical and other forms of evidence. Seeking medical attention helps preserve the full range of options, including the options of working through the College's investigation and resolution procedures and/or filing criminal complaints. Individuals also have the option to pursue a criminal complaint with the appropriate law enforcement agency, to pursue a complaint with the College through its investigation and resolution procedures, or to pursue both processes consecutively or concurrently. A victim of sexual misconduct or interpersonal violence also has the right not to pursue any complaint. Regardless of the option chosen, the College will initiate an investigation as provided in this policy.

Any pending criminal investigation or criminal proceeding may have some impact on the timing of the College's investigation, but the College will commence or resume its own investigation as soon as is practicable under the circumstances. The College reserves the right to commence and/or complete its own investigation prior to the completion of any criminal investigation or criminal proceeding.

Individuals who believe they are the victims of a crime as defined by federal and state laws are encouraged to report to law enforcement authorities as the legal system of the State of Indiana offers recourse through law enforcement officials and the courts. The College's authority to sanction members of the College community applies only to the violation of College rules, policies and procedures. Legal action to pursue either civil or criminal proceedings may be initiated by contacting the police.

4. **Confidential Reporting.**

All information provided to a Confidential Source (as listed in the Appendix A) will remain confidential unless the reporting party (i.e., any person who reports information covered by this policy, including, but not limited to, a complaining party and a responding party) has provided express consent for the Confidential Source to provide certain information.

The College has designated the Title IX Coordinator to evaluate requests for confidentiality or that no formal action be taken and oversee the College's response to

reports of alleged sexual violence or other misconduct involving College students. If the College honors a reporting party's request for confidentiality or request that no investigation or resolution be pursued, the College's ability to investigate the incident comprehensively or pursue disciplinary action against the responding party may potentially be limited. If a reporting party discloses an incident, but requests confidentiality or is unwilling to participate in any investigation or adjudication process, the Title IX Coordinator, in consultation with other College administrators will weigh the request against the College's obligation to provide a safe, non-discriminatory environment for all students, including the reporting party. 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:

- (a) The alleged responding party is likely to commit additional acts of sexual or other violence, such as (i) whether there have been other sexual violence complaints about the same alleged responding party; (ii) whether the alleged responding party has a history of arrests or records from a prior school indicating a history of violence; (iii) whether the alleged responding party threatened further sexual violence or other violence against the reporting party or others; and (iv) whether the sexual violence was committed by multiple perpetrators;
- (b) The sexual violence was perpetrated with a weapon;
- (c) The reporting party is a minor;
- (d) The College possesses other means to obtain relevant evidence of the sexual misconduct (e.g., security cameras or personnel, physical evidence); and
- (e) 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. If none of these factors are present, the College is more likely to respect the reporting party's request. If the Title IX Coordinator determines that the College cannot maintain a reporting party's confidentiality, the Title IX Coordinator will inform the reporting party prior to starting an investigation and will, to the extent possible, only share information with people responsible for handling the College's response.

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.

- D. **INVESTIGATION PROCESS.** The College will conduct its investigation in a reasonably prompt manner. How long an investigation will take depends on a number of factors, such as the complexity of the allegations, the number and availability of witnesses and intervening holiday

breaks when school is not in session. The investigator will provide the parties with periodic updates regarding the status of the investigation.

1. **Assigning an Investigator.** When a determination is made to proceed with a Title IX investigation, the Title IX Coordinator will investigate or will assign an investigator or investigators. The Title IX Coordinator can delegate all or part of his/her responsibilities under this policy. The Title IX Coordinator will assign investigators according to the parties involved. For example, if the Title IX case involves a student (non-athlete) and faculty member, the investigators assigned to the case would be a Faculty Deputy and a Student Deputy (non-athlete). The Title IX Deputies are listed on page 14, under Appendix A.
2. **Standard of Review.** This Title IX investigation procedure will determine findings of fact using the clear and convincing standard of proof.
3. **Cooperation.** All faculty, staff, students and community members are expected to cooperate in the investigation process, although students have the right not to incriminate themselves.
4. **Notice of Investigation.** At the outset of an investigation, the investigator will advise the responding party of the allegations against him or her in writing (Notice of Investigation) and a copy of the Notice of Investigation will be provided to the complaining party. This notice shall contain factual details including the identity of parties involved, specific policy provisions, the precise incident or conduct which has occurred and the dates and locations of said incident.
5. **Opportunity to Participate.** Both the responding party and the complaining party will have an opportunity to respond to the Notice of Investigation in writing in a meeting with the investigator. Both parties have the right to request that the investigator meet with relevant witnesses and evaluate relevant documentary or other evidence.
6. **Support Persons.** Students may have a support person accompany him or her through the process. A support person may not speak for the student.
7. **Evidentiary Determinations.** The investigator has broad discretion in determining whether an offered witness or documentary evidence would be relevant or helpful to a determination. For example, some reasons an investigator might decline to speak to an offered witness include: there is not a sufficient basis that the person could have relevant information to the factual determination; the information to be solicited would be repetitive; and confidentiality concerns balanced against the importance of the information. Similarly, some reasons that an investigator might decline to seek or review documentary evidence include: the College does not have the expertise to consider scientific evidence; the information is repetitive; cost considerations balanced against the importance of the information; and confidentiality concerns balanced against the importance of the information.
8. **Review of Title IX Coordinator.** In the event the investigator is not the Title IX Coordinator, the investigator may provide a written report to the Title IX Coordinator, as appropriate to assist the decision-maker. In such cases, the Title IX Coordinator will review the report and may request further review from the investigator, or may ask for additional information directly from parties or witnesses.
9. **Opportunity to Respond.** At the conclusion of the investigation, the investigator will prepare a preliminary report summarizing the relevant evidence collected during the investigation. Each party will have five business days to review the report and provide any comment or response. Thereafter, the investigator will finalize the report and include a determination as to whether or not the respondent was found to have violated the policy as alleged.
10. **Investigation Outcome.** Upon completion of the investigation and review of all materials, the Title IX Coordinator or his/her designee will issue each party a written outcome letter including findings of fact, and if applicable, any actions the College will take to provide accommodations to the complaining party, or safety measures for the College community.

The letter will also describe whether any systemic remedies are being considered or implemented. Additionally, the letter may include a recommendation that the matter be referred for disciplinary review by another College process. An outcome letter will be provided to both parties, although the content of each letter may be modified subject to the limitations of FERPA and other relevant federal or state privacy laws. Where prohibited conduct has been found to have occurred by the responding party, the outcome letter will be provided to the responding party's supervisor, HR representative and President, as appropriate under the circumstances.

A. **APPEAL**

1. **Procedure.** If the complaining party or the responding party is dissatisfied with final determination made under this policy, that person may file an appeal. The appeal should be filed in writing with the Title IX Coordinator within 5 business days of the outcome letter, unless there is good cause for an extension. A delay in filing the appeal may be grounds for rejection of that appeal. The appeal should follow the standards for review provided here and the appeal should state the remedy sought by the appealing party. The appeal will be forwarded to the College's designated Title IX Appeal Officer, who may attempt to resolve the matter informally, or may refer the matter (or any part of it) to another designee or other College administrator to resolve the matter. The Title IX Appeal Officer will be determined with each appeal and will be designated by the President. The Appeal Officer should be one of the Title IX Coordinators who has not been directly involved in the investigation up until that point. The appeal review should be completed within 20 business days unless there is good cause for an extension, including College breaks. The appeal decision will be provided in writing and the appeal decision is final. No College grievance process is available to reconsider a final decision under this policy. For the avoidance of doubt, the appeal process under this policy will serve as the grievance process required under Title IX.
2. **Grounds for Appeal.** The grounds for appeal will usually be limited to the following considerations:
 - (a) Is there new compelling evidence that was not available at the time of the initial review? Were the proper criteria brought to bear on the decision? Were improper or extraneous facts or criteria brought to bear that substantially affected the decision to the detriment of the complaining party or the responding party?
 - (b) Were there any procedural irregularities that substantially affected the outcome of the matter to the detriment of the complaining party or the responding party?
 - (c) Given the proper facts, criteria and procedures, was the decision one that a person in the position of the decision-maker might reasonably have made?

IV. **ACCOMMODATIONS, SAFETY MEASURES AND INTERIM MEASURES.**

A. **ACCOMMODATIONS AND SAFETY MEASURES.**

The College will take steps to prevent the recurrence of prohibited conduct through safety measures, and will redress its effects through appropriate accommodations. To the extent reasonable and feasible, the College will consult with the complaining party and responding party in determining accommodations and safety measures. Appropriate actions may include:

1. Housing reassignments;
2. Class reassignments;
3. No contact directives;
4. Limitation on extracurricular or athletic activities;
5. Removal from College community
6. Referral to College disciplinary process;
7. Review or revising College policies or practices;
8. Training;
9. Other appropriate actions as necessary to stop the prohibited conduct, prevent its recurrence, remedy its effect on the complaining party or improve College policies or practices.

B. INTERIM MEASURES.

When the College has notice of an allegation of prohibited conduct, a qualified College staff member may impose interim accommodations or safety measures, which will generally remain in effect throughout the duration of the Title IX investigation. When a qualified College staff member imposes interim measures, a report of the actions taken should be reported to the Title IX Coordinator as soon as possible. Interim measures may include the same accommodations provided above.

C. POTENTIAL ACCOMMODATIONS IN THE EVENT OF NO INVESTIGATION.

Even if the College decides not to confront the responding party because of the complaining party's request for confidentiality, the College may pursue other reasonable steps to limit the effects of the alleged harassment and prevent its recurrence as reasonable in light of the complaining party's request for confidentiality.

Assessment:

Staff and faculty are required to complete and pass the Title IX training. Students have access to the all Title IX materials and the training. Title IX cases go through an investigation process (pages 10-12) that concludes with an outcome letter. The Title IX Coordinator reviews each case during the process and after it is closed to make sure the process was followed. Title IX cases are stored in a shared drive that is accessible to only the Title IX committee members.

APPENDIX A
Coordinators and Confidential Sources

TITLE IX COORDINATORS, DEPUTY AND SECONDARY COORDINATORS		
Title	Primary	Secondary
Title IX Coordinator	Dionne Jones-Malone, Ph.D. Vice President, Enrollment & Retention Room 101A 219.473.4305 djonesmalone@ccsj.edu	<i>Not Assigned</i>
Title IX Deputy Coordinator Employees	Sharon McGuire, SPHR Director of Human Resources Room 612 219.473.4328 smcguire@ccsj.edu	Lynn Miskus Vice President, Business and Finance Room 601 219.473.4310 lmiskus@ccsj.edu
Title IX Deputy Coordinator Athletes	Ashley Houlihan, Assistant Athletic Director, Compliance & Eligibility Room A 101 219.473.4327 alake@ccsj.edu	<i>To Be Determined</i>
Title IX Deputy Coordinator Students	Andy Marks Director of Enrollment Room 107 219.473.4295 amarks@ccsj.edu	Jacqueline Cruz, Enrollment Specialist Room 113 219.473.4209 jcruz@ccsj.edu
Title IX Deputy Coordinator Faculty	<i>To Be Determined</i>	<i>To Be Determined</i>

TITLE IX COORDINATORS, DEPUTY AND SECONDARY COORDINATORS		
Father Kevin Scalf Mission Effectiveness Room 626 219.473.4351 kscalf@ccsj.edu	Jennifer Young Learning Community Liaison Room 179 219.473.4285 jyoung@ccsj.edu	Sally Lobo-Torres Director, Advising Room 100A 219.473.4219 slobotorres@ccsj.edu

APPENDIX B
Title IX Resources

Indiana Commission for Higher Education

101 West Ohio Street, Ste 550
Indianapolis, IN 46204-1984
317.464.4400

Equal Employment Opportunity Commission

Indianapolis District Office
101 West Ohio Street, Ste 1900
Indianapolis, IN 46204
800.669.4000

Human Rights Commission

100 North Senate Avenue
Indiana Government Center North, Rm N103
Indianapolis, IN 46204
800.628.2909

U.S. Department of Justice

Office for Civil Rights
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531
202.514.2000

Indiana Civil Rights Commission

100 North Senate Avenue
Indiana Government Center North, Rm N103
Indianapolis, IN 46204
800-628-2909
<http://www.in.gov/icrc/>

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
Office Hours: 8AM - 4:30PM CST

Child Abuse and Neglect Hotline:

800.800.5556

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 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 Coordinator of Academic and 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 Coordinator of Academic and 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 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 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 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 Disability Services to determine appropriate academic accommodations requests. The Coordinator of 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 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 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 Coordinator of 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.