



## **Title IX Policy Prohibiting Discrimination Based on Sex Under Title IX**

Administrative Division: Finance and Administration  
Responsible Unit: Human Resources Department  
Who Should Read this Policy: All Employees & Students

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### **Notice of Nondiscrimination Under 2024 Amendments to the U.S. Department of Education's Title IX Regulations**

#### **I. Effective Date: August 1, 2024**

This policy sets forth Saint Elizabeth's obligations under the 2024 Title IX Regulations and incorporates the definitions and procedural requirements from the 2013 Clery Amendments pertaining to sexual assault, dating violence, domestic violence, and stalking. Pursuant to this Policy, Saint Elizabeth University will:

Respond to all reports of sex-based discrimination and/or retaliation.

Will take necessary measures to end conduct that violates this policy.

Within any process related to this Policy, Saint Elizabeth provides reasonable accommodations to persons with disabilities and reasonable religious accommodations, consistent with state and federal law.

Individuals who wish to file complaints about alleged misconduct that is not related to the complainant's sex should follow the Student Conduct Policy found at <https://www.steu.edu/student-life/student-handbook.html>, or the complaint process found in the [Harassment and Discrimination ] policy, found at <https://www.steu.edu/-report.html>

#### **Statement of Nondiscrimination**

As outlined in this Policy, Saint Elizabeth prohibits discrimination based on sex in its programs and activities. As defined by Title IX, discrimination based on sex includes discrimination based on sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Saint Elizabeth does not discriminate in its admission practices except as permitted by law, its employment practices, or its educational programs or activities based on sex. Saint Elizabeth also prohibits retaliation against any person opposing sex discrimination or participating in any sex discrimination investigation or complaint process, whether internal or external to Saint Elizabeth University. Sex-based harassment, sexual assault, dating and domestic violence, and stalking are forms of sex discrimination, which are prohibited under Title IX and by this Policy. Complaints of sex discrimination or sexual harassment as prohibited by Title IX and this Policy should be reported to the Title IX Coordinator [jiciccone@steu.edu](mailto:jiciccone@steu.edu) or any of the individuals listed in Section IV (4) of this policy.

### **Statement of Equal Access**

Saint Elizabeth University shall support and modify people who experience pregnancy or related conditions to ensure equal access to Saint Elizabeth's programs or activities. Pregnancy or related conditions include pregnancy, childbirth, termination of pregnancy, or lactation, and recovery from pregnancy, childbirth, termination of pregnancy, lactation, or other medical conditions. **(See Section XIII on pages 24-26)**

Saint Elizabeth treats pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions and allows voluntary leaves of absence. Students, employees, or applicants should contact the Title IX Coordinator for more information. Employees or applicants for employment may also contact the Director of Human Resources Office for more information because additional workplace laws and policies may apply.

### **Application of Section 504/Americans with Disabilities Act to this Policy**

Saint Elizabeth complies with the requirements of the Americans with Disabilities Act of 1990 as amended 2008 (ADAAA); Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, and all other federal and state laws and regulations prohibiting discrimination based on disability. Saint Elizabeth is committed to providing individuals with disabilities equal access to Saint Elizabeth's programs and activities.

Parties may request reasonable accommodations for disabilities from the Title IX Coordinator at any point relating to the implementation of this Policy, including making a disclosure or report and initiating a grievance procedure. Accommodations will be granted if they are reasonable and do not fundamentally alter the procedures established by this Policy or fundamentally alter the University's educational curriculum. Please note that the Title IX Coordinator will not affirmatively provide disability accommodations not specifically requested by the parties, even where the parties may be receiving accommodations in other Saint Elizabeth University programs and activities.

## **II. Scope of Procedure**

Saint Elizabeth has adopted a grievance procedure that provides for prompt and equitable resolution of sex discrimination Complaints made by students, employees, or other individuals who are participating or attempting to participate in its Education Program or Activity, or by the Title IX Coordinator, alleging any action that Title IX or the Title IX regulations would prohibit.

Sex discrimination, as defined by Title IX, includes discrimination based on sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Title IX's prohibition on sex discrimination includes sex-based harassment in the form of quid pro quo harassment, hostile environment harassment, and four specific offenses (sexual assault, dating violence, domestic violence, and stalking). For the prompt and equitable resolution of Complaints of sex-based harassment involving a student Party, please refer to **Section IX The Title IX Procure for Sex Discrimination beginning on page 13 of this document.**

### **III. Jurisdiction of Procedure**

This Procedure applies to all sex discrimination occurring within Saint Elizabeth University's Education Programs or Activities in the United States. Conduct under Saint Elizabeth University's Education Programs or Activities includes but is not limited to conduct in a building owned or controlled by a student organization officially recognized by Saint Elizabeth University's disciplinary authority.

Saint Elizabeth University will address a sex-based hostile environment under its Education Program or Activity, even when some conduct alleged to contribute to the hostile environment occurred outside the recipient's Education Program or Activity or outside the United States. Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of Saint Elizabeth University's programs and activities over which the Institution has substantial control. In the limited circumstances in which Title IX permits different treatment or separation based on sex, Saint Elizabeth University will not carry out such different treatment or separation in a manner that discriminates based on sex by subjecting a person to more than de minimis harm, except as permitted by law.

### **IV. Definitions**

Admission means selection for part-time, full-time, special, associate, transfer, exchange, or any other enrollment, membership, or matriculation in or at an Education Program or Activity operated by Saint Elizabeth University.

1. **Consent** means to constitute a lack of consent, the acts must be committed either by force, intimidation, or through the use of the victim's mental incapacity or physical helplessness due to drug or alcohol consumption, mental deficiency, being asleep/unconscious, and/or being under the legal age of consent (under the age of 16) according to New Jersey law. Agreement given under such conditions does not constitute consent. The definition of consent does not vary based on a particular sex, sexual orientation, gender identity, or gender expression. Consent must be unambiguous for each participant throughout any sexual encounter. Consent to some sexual acts does not imply consent to others, nor does past consent to a given act imply ongoing or future consent. Consent can be revoked at any time. For all of these reasons, sexual partners must evaluate consent in an ongoing fashion and should communicate clearly with each other throughout any sexual encounter.
2. **Complaint** means an oral or written request to Saint Elizabeth University that objectively can be understood as a request for Saint Elizabeth University to investigate and decide about alleged sex discrimination at the institution.

3. **Complainant** means a) a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or this Policy. (b) a persona person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or this Policy and who was participating or attempting to participate in Saint Elizabeth University's education program or activity at the time of the alleged sex discrimination.
4. **Confidential Employee** means an employee of Saint Elizabeth University whose communications are privileged under Federal or State Law. The employee's confidential status only concerns information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies.

**Confidential Employees**

Joseph Farias  
University Chaplin  
973-290-4379  
[jfarias@steu.edu](mailto:jfarias@steu.edu)  
Annunciation Center, Upper Level

Aaron Bianco  
Campus Minister  
Mahoney Library, Second Floor  
973-290-4240  
[abianco@steu.edu](mailto:abianco@steu.edu)

Maryum Raheem  
Mental Health Clinician  
Founders Hall, Ground Floor  
973-290-4357  
[mraheem@steu.edu](mailto:mraheem@steu.edu)

Elizabeth Zappile  
Mental Health Clinician  
Founders Hall, Ground Floor  
973-290-4134  
[ezappil@steu.edu](mailto:ezappil@steu.edu)

Students and employees may always report allegations of sex-based discrimination to law enforcement. The University strongly encourages persons exposed to sexual or relationship violence to report those offenses to the Florham Park Police Department at 973-377-2200 or the Morris County Prosecutor's Office at 973-625-6200. If the Complainant chooses to solely report to off-campus law enforcement, the law enforcement officer will not typically notify the Title IX Coordinator. For a member of the Saint Elizabeth community to exercise their rights under this policy, a complaint must be made to the Title IX Coordinator or to any employee who has the authority to institute corrective measures on behalf of Saint Elizabeth University or has responsibility for administrative leadership, teaching, or advising in Saint Elizabeth University's

education programs or activities. These employees are required to notify the Title IX coordinator if they have information about conduct that reasonably may constitute sex discrimination under Title IX. This includes, for example, faculty, department chairs, deans, academic support staff, and student support staff, or these individuals will provide the contact information of the Title IX Coordinator and information about how to make a complaint of sex discrimination to any person who provides the employee with information about conduct that reasonably may constitute sex discrimination under Title IX.

5. ***Disciplinary Sanctions*** mean consequences imposed on a respondent following a determination under this grievance procedure that the Respondent violated Saint Elizabeth University's prohibition of sex discrimination.
6. ***Education Program or Activity*** means all the operations of the University in the United States.
7. ***Party*** means a Complainant or Respondent.
8. ***Peer Retaliation*** means retaliation by a student against another student.
9. ***Pregnancy or related conditions means*** (a) Pregnancy, childbirth, termination of pregnancy, or lactation; (b) Medical conditions related to pregnancy, childbirth, termination of pregnancy, or location; or (c) Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.
10. ***Relevant*** means related to all allegations of sex discrimination under investigation as part of this Grievance Procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.
11. ***Remedies*** means measures provided, as appropriate, to a Complainant or any other person Saint Elizabeth University identified as having equal access to Saint Elizabeth University's Education Program or Activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to Saint Elizabeth University's Education Program or Activity after Saint Elizabeth University determines that sex discrimination occurred.
12. ***Respondent*** means a person who is alleged to have violated Saint Elizabeth University's prohibition on sex discrimination.
13. ***Retaliation*** means intimidation, threats, coercion, or discrimination against any person by Saint Elizabeth University, a student, employee, or another person authorized by Saint Elizabeth University to provide aid, benefit, or service under Saint Elizabeth University's Education Program or Activity, to interfere with any right or privilege secured by Title IX, or because the person has reported information, made a Complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Grievance Procedure, including the Informal Resolution Process.

14. ***Sex-Based Harassment*** is a form of sex-based discrimination and means sexual harassment and other harassment based on sex, including harassment because of gender identity, sexual orientation, sex characteristics, sex stereotypes, and/or pregnancy and other conditions.
15. ***Quid pro quo harassment*** means an employee, agent, or other person authorized by Saint Elizabeth University's Education Program or Activity explicitly or impliedly conditioning the provision of such aid, benefit, or service on a person's participation in unwelcome sexual conduct.
16. ***Hostile environment harassment*** means unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Saint Elizabeth University's Education Program or Activity (i.e. creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
- The degree to which the conduct affected the Complainant's ability to access Saint Elizabeth University's Education Program or Activity.
  - The type, frequency, and duration of the conduct.
  - The Parties' ages, roles within Saint Elizabeth University's Education Program or Activity, previous interactions, and other factors about each Party that may be relevant to evaluating the effects of the conduct.
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in Saint Elizabeth University's Education Program or Activity
17. ***Sexual Assault*** means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. This term includes instances where the victim is incapable of giving consent.
18. ***Dating Violence*** (as defined in the Violence Against Women Act (VAWA) Reauthorization of 2022 and the VAWA Amendments to the Clery Act) means any violence committed by a person; (A) who is or has been in a social relationship a romantic or intimate nature with the victim; and (B) Where the existence of such a relationship shall be determined based on a consideration of the following factors: The length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship.
19. ***Domestic Violence*** means any felony or misdemeanor crimes committed by a person who: (A) Is a current or former partner of the victim under the family or domestic violence laws of New Jersey or a person similarly situated to a spouse of the victim. (B) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner. (C) Shares a child in common with the victim; or (D) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of New Jersey.

20. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for the person's safety or the safety of others; or (B) suffer substantial emotional distress.
21. **Student** means a person who has gained admission.
22. **Supportive Measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to (1) Restore or preserve that Party's access to Saint Elizabeth University's Education Program or Activity, including measures that are designed to protect the safety of the Parties or Saint Elizabeth University's educational environment; or (2) Provide support during Saint Elizabeth University's Grievance Procedure for sex discrimination or during the Agreement Based-Resolution Process.
23. **Sexual Exploitation** means a person taking sexual advantage of another person for the benefit of anyone other than that person without that person's consent, including, but not limited to, any of the following acts: (A) Prostituting of another person; (B) The trafficking of another person, defined as the inducement of a person to perform a commercial sex act, or labor or services, through force, fraud, or coercion. (C) The recording of images, including video or photograph, or audio of another person's sexual activity or intimate parts, without that person's consent. (D) The distribution of images, including video or photograph, or audio of another person's sexual activity or intimate parts, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to the disclosure. (E) The viewing of another person's sexual activity or intimate parts, in a place where that other person would have a reasonable expectation of privacy, without that person's consent, to arouse or gratify sexual desire.

## V. Requirements of Title IX Grievance Procedure

A report or complaint of sexual harassment or discrimination will be initially evaluated by the Title IX Coordinator. After the complaint is investigated, two types of resolution processes may be utilized: a formal hearing and an Agreement Based-Resolution. A Reporting Party who files a formal resolution and who elects the formal hearing process may elect, at any time, to use the informal resolution process instead. **(See Section IX, p.13 The Title IX Grievance Procedure for Sex Discrimination & Section E, p.18 Informal Resolution)**

**Equitable Treatment:** Saint Elizabeth University will treat Complainants and Respondents equitably.

**Conflict and Bias:** Saint Elizabeth University requires that the Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. A decisionmaker may be the same person as the Title IX Coordinator or investigator.

**Presumption:** Saint Elizabeth University presumes that the Respondent is not responsible for the alleged sex discrimination until a determination is made after its Grievance Procedure finds the Respondent is or is not responsible for violating this Title IX policy.

***Reasonably Prompt Timeframes:*** Saint Elizabeth University will endeavor to complete the investigation and resolution process within 90 business days but reserves the right to extend that timeline on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Typically, the University will evaluate the complaint within (10) ten business days of its receipt; and will investigate the complaint beginning (10) ten business days after it has been determined that the complaint addresses a possible violation of this policy. The Grievance Process will be concluded within a reasonably prompt timeframe, ordinarily no longer than ninety (90) business days after filing of the formal complaint. If either or both parties appeal the determination, Saint Elizabeth University will decide the outcome of the appeal within (10) ten business days of the notice of appeal. The University may extend the Grievance Process for an appropriate reason, including but not limited to the absence of a party, a party's advisor (or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

***Privacy:*** Saint Elizabeth will take reasonable steps to protect the privacy of the Parties and witnesses during the grievance procedure. These steps will not restrict the ability of the Parties to obtain and present evidence including by speaking to witnesses; consulting with their family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedure. The Parties cannot engage in retaliation, including against witnesses.

***Objectivity:*** Saint Elizabeth University will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

***Written notice of allegations.*** Upon the initiation of Saint Elizabeth University's sex-based grievance procedure, the University will provide written notice to the parties whose identities are known with sufficient time for the parties to prepare a response before any initial interview. Right to an advisor. Student complainants and student respondents are entitled to an advisor of their choice, who may be but is not required to be, an attorney.

***Impermissible Evidence:*** The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by Saint Elizabeth University to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant.

Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality.

A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness unless Saint Elizabeth University obtains that Party's or witness's voluntary, written consent for use in its grievance procedures; and

Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the



alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

## **VI. Disability Accommodations**

Generally, this procedure does not alter any institutional obligations under federal and New Jersey disability laws, including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during the Title IX Grievance Procedure that does not fundamentally alter the Procedure. The Title IX Coordinator will not affirmatively provide disability accommodations not specifically requested by the Parties, even where the Parties may be receiving accommodations in other institutional programs and activities.

Supportive Measures: If the Complainant or Respondent discloses a disability, the Title IX Coordinator may consult, as appropriate, with the Office of Disability Services to provide support to students with disabilities to determine how to comply with Section 504 of the Rehabilitation Act of 1973 in the implementation of any supportive measures.

## **VII. Reporting Sex Discrimination to the Institution**

### **Complaints**

The following people have a right to make a Complaint of sex discrimination, including Complaints of sex-based harassment, requesting that Saint Elizabeth University investigate and decide about alleged sex-based discrimination under Title IX:

A "Complainant," which includes: a student or employee of Saint Elizabeth University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX:  
or

A person other than a current student or employee of Saint Elizabeth University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in Saint Elizabeth University's Education Program or Activity.

A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant; or Saint Elizabeth University's Title IX Coordinator.

Concerning Complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a Complaint:

Any current student or employee of Saint Elizabeth University or

Any person other than a student or employee who was participating or attempting to participate in Saint Elizabeth University's Education Program or Activity at the time of the alleged discrimination.

Types of Complaints that may be addressed under these Grievance Procedures include but are not limited to, sex discrimination other than sex-based harassment, such as:

Complaints of retaliation.

Complaints of sex discrimination that do not involve sex-based harassment:

Complaints regarding failure to make reasonable modifications to policies, practices or procedures as necessary to ensure equal access and prevent sex discrimination based on parental, family, or marital status, including pregnancy or related conditions; or  
Complaints that Saint Elizabeth University's policies or procedures discriminate based on sex.

Complaints may be submitted in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report, including a report to an individual listed in Section IV (4) of this policy.

### **Contact Information for the Title IX Coordinator at Saint Elizabeth University**

Dr. Joseph Ciccone  
Interim Title IX Coordinator  
Office Location: Santa Maria 10D  
[jciccone@steu.edu](mailto:jciccone@steu.edu)  
973-290-4383

### **Confidential Reports**

The following officials at Saint Elizabeth University will provide privacy, but not confidentiality, upon receiving a report of conduct prohibited by Title IX:

- Title IX Coordinator or designee(s)
- Officials with Authority to institute corrective measures under Title IX and other employees, listed in section IV (4) of this policy:

The following officials at Saint Elizabeth University may provide confidentiality:

### **Confidential Employees**

Joseph Farias  
University Chaplin  
973-290-4379  
[jfarias@steu.edu](mailto:jfarias@steu.edu)

Annunciation Center, Upper Level

Aaron Bianco  
Campus Minister  
Mahoney Library, Second Floor  
973-290-4240  
[abianco@steu.edu](mailto:abianco@steu.edu)

Maryum Raheem  
Mental Health Clinician  
Founders Hall, Ground Floor  
973-290-4357  
[mraheem@steu.edu](mailto:mraheem@steu.edu)

Elizabeth Zappile  
Mental Health Clinician  
Founders Hall, Ground Floor  
973-290-4134  
[ezappil@steu.edu](mailto:ezappil@steu.edu)

### **Public Awareness Events**

When Saint Elizabeth University's Title IX Coordinator is notified of information about conduct that reasonably may constitute sex-based harassment under Title IX or this policy that a person provided during a public event to raise awareness about sex-based harassment that was held on Saint Elizabeth University's campus or through an online platform sponsored by Saint Elizabeth University, the University is not obligated to act in response to the information unless it indicated an imminent and serious threat to the health and safety of a Complainant, any students, employees, or other persons. However, in all cases, Saint Elizabeth will use this information to inform its efforts to prevent sex-based harassment, including by providing tailored training to address alleged sex-based harassment in a particular part of the Education Program or Activity or at a specific location when information indicated there may be multiple incidents on sex-based harassment. Nothing in Title IX or this policy obligates Saint Elizabeth University to require its Title IX Coordinator or any other employee to attend such public awareness events.

## **VIII. Supportive and Interim Measures**

### **A. Providing Supportive Measures**

Complainants who report allegations of sex-based harassment have the right to receive supportive measures from Saint Elizabeth University regardless of whether they file a Complaint. Supportive measures are non-disciplinary and non-punitive. Supportive measures may vary depending on what is reasonably available at Saint Elizabeth University.

As appropriate, supportive measures may include but not be limited to:

- Counseling Services
- Extensions of deadlines or other course-related adjustments

- Modifications of work or class schedules
- Campus escort services, as available
- Restrictions on contact applied to one or more Parties (no contact orders)
- Changes in class, work, housing, or extracurricular activities
- Leaves of absence
- Increased security and monitoring of certain areas of the campus
- Training and educational programs related to sex-based harassment
- Counseling Services
- Extensions of deadlines or other course-related adjustments
- Modifications of work or class schedules
- Campus escort services, as available.
- Leaves of absence.
- Increased security and monitoring of certain areas of the campus

Supportive measures must not unreasonably burden either Party. They must be designed to protect the safety of the Parties or Saint Elizabeth University’s educational environment or to provide support during Saint Elizabeth’s sex-based harassment grievance procedure under this policy. Saint Elizabeth may modify or terminate supportive measures after the grievance procedure or after the Informal Resolution Process or may continue them beyond that point within Saint Elizabeth University’s discretion. Saint Elizabeth University will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one Party of supportive measures provided to another Party, unless necessary to provide the supportive measures or restore or preserve a Party’s access to Saint Elizabeth University’s Education Program or Activity, or there is an exception that applies, such as:

- Saint Elizabeth has obtained prior written consent from a person with the legal right to consent to the disclosure:
- When the information is disclosed to an appropriate third Party with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue:
- To carry out the purpose of the policy when it is necessary to address conduct that reasonably may constitute sex-based harassment under Title IX in Saint Elizabeth University’s Education Program or Activity.
- As required by Federal law, federal regulations, or the terms and conditions of a federal award; or
- To the extent such disclosures are not otherwise in conflict with Title IX, when required by State or local law or when permitted under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g. or its implementing regulations, 34 CFR Part 99).

## **B. Process for Review of Supportive Measures**

Saint Elizabeth University provides for a Complainant or Respondent to seek modification or reversal of Saint Elizabeth University’s decision to provide, deny, modify, or terminate a supportive measure. This review will be done by an impartial employee of Saint Elizabeth University who did not make the challenged decision on the original supportive measure request. The impartial employee of Saint Elizabeth who makes this determination will have the authority to modify or reverse the decision if that impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the procedure as outlined above for providing supportive measures by the Title IX regulations. Parties are

allowed to challenge their supportive measures. Challenges by one Party will not be heard to supportive measures afforded to the opposite Party, unless that supportive measure directly impacts the Party making such challenge (i.e. two way no contact orders)

### **C. Emergency Removal/Interim Suspension Policy**

Saint Elizabeth retains the authority to remove a Respondent from Saint Elizabeth University 's Education Program or Activity on an emergency basis, where Saint Elizabeth University (1) undertakes an individualized safety and risk analysis, and (2) determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex-based harassment justifies removal. Saint Elizabeth University will provide the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

An **interim suspension** may be imposed on any student by the Dean of Student Affairs (or designee) when there is reasonable cause to believe, based on available facts, that the continued presence of the student in the community constitutes an immediate threat to (1) the emotional or physical health, safety or welfare of any member of the University community or (2) University property. An interim suspension may also be imposed by the Dean (or designee) if the student's behavior is deemed to be persistently or seriously disruptive to the University community. A student who is subject to an interim suspension will be given the reason(s) for that action in writing. During the interim suspension, a student shall be denied access to the residence halls, SEU email and/or to the campus (including classes) and/or all other University activities or privileges for which the student might otherwise be eligible until a hearing/meeting can be held to determine the status of the student as a member of the University community. The University retains the right to contact the student's parents or guardians regarding the reason for the interim suspension. Any student who is suspended on an interim basis and returns to the campus or otherwise violates the terms of the interim suspension shall be subject to further disciplinary action and may be treated as a trespasser.

### **D. Administrative Leave**

Saint Elizabeth University retains the authority to place a non-student employee Respondent on administrative leave during the Title IX Grievance Procedure, consistent with the Employee Handbook/Faculty Handbook.

Note on student employees: When a Complainant or Respondent is both a student and an employee of Saint Elizabeth University, Saint Elizabeth will make a fact-specific inquiry to determine whether these procedures apply to that student employee. Saint Elizabeth University will consider whether the Complainant or Respondent's primary relationship with Saint Elizabeth is to receive an education and whether the alleged sex-based harassment occurred while the Party was performing employment-related work.

## **IX. The Title IX Grievance Procedure for Sex Discrimination**

### **A. Filing a Complaint**

*Who can make a Complaint?*

- A Complainant, which includes: a student or employee of Saint Elizabeth University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or a person other than a student or employee of Saint Elizabeth University who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in Saint Elizabeth University's Education or Activity;
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant; or
- The Title IX Coordinator

**Title IX Coordinator Initiated Complaints:** In the absence of a Complaint or the withdrawal of any or all the allegations in a Complaint, and the absence or termination of an informal resolution process, the Title IX Coordinator must determine whether to initiate a Complaint of sex-based harassment. This determination is fact-specific, and the Title IX Coordinator must consider:

- The Complainant's request not to proceed with the initiation of a Complaint.
- The Complainant's reasonable safety concerns regarding the initiation of a Complaint.
- The risk that additional acts of sex-based harassment would occur if a Complaint were not initiated.
- The severity of the alleged sex-based harassment, including whether the sex-based harassment, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the sex-based harassment and prevent its recurrence.
- The age and relationship of the Parties, including whether the Respondent is an employee
- The scope of the alleged sex-based harassment, including information suggesting a pattern, ongoing sex-based harassment, or sex-based harassment alleged to have impacted multiple individuals.
- The availability of evidence to assist a decisionmaker in determining whether sex-based harassment occurred; and
- Whether Saint Elizabeth University could end the alleged sex-based harassment and prevent its recurrence without initiating these grievance procedures.

If after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents Saint Elizabeth University from ensuring equal access based on sex to its Educational Program or Activity, the Title IX Coordinator may initiate a Complaint.

If the Title IX Coordinator does initiate the Complaint after making this determination, the Title IX Coordinator must notify the Complainant before doing so and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures as listed in Section VI of these procedures.

### **Format of Complaint**

As defined in section IV of these procedures, a Complaint can be an oral or written request to Saint Elizabeth University that objectively can be understood as a request for Saint Elizabeth University to investigate and decide about alleged sex discrimination at the institution.

***Who can I report a Complaint to?***

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

**Contact Information for the Title IX Coordinator**

Dr. Joseph Ciccone  
Title: Interim Title IX Coordinator  
Office Address: 2 Convent Road, Santa Maria, 10D  
Email Address: [jjiccone@steu.edu](mailto:jjiccone@steu.edu)  
Telephone Number: 973-290-4383

The following officials may provide confidentiality:

**Confidential Employees**

Joseph Farias  
University Chaplin  
973-290-4379  
[jfarias@steu.edu](mailto:jfarias@steu.edu)  
Annunciation Center, Upper Level

Aaron Bianco  
Campus Minister  
Mahoney Library, Second Floor  
973-290-4240  
[abianco@steu.edu](mailto:abianco@steu.edu)

Maryum Raheem  
Mental Health Clinician  
Founders Hall, Ground Floor  
973-290-4357  
[mraheem@steu.edu](mailto:mraheem@steu.edu)

Elizabeth Zappile  
Mental Health Clinician  
Founders Hall, Ground Floor  
973-290-4134  
[ezappil@steu.edu](mailto:ezappil@steu.edu)

**B. Consolidation of Complaints**

Saint Elizabeth University may consolidate Complaints of sex discrimination against more than one Respondent or by more than one Complainant against one or more Respondents, or by one Party against another Party when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one Complainant or more than one Respondent is involved, references below to a Party, Complainant, or Respondent include the plural, as applicable.

### C. Notice of Allegations

Upon initiation of Saint Elizabeth University's Title IX grievance procedure, Saint Elizabeth University will notify the Parties whose identities are known of the following:

- Saint Elizabeth University's Title IX grievance procedure and its Informal Resolution process.
- Sufficient information available at the time to allow the Parties to respond to
- allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute sex discrimination and the date(s) and location(s) of the alleged incident(s);
- That Retaliation is prohibited; and The Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. The Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any Party.

If, during an investigation, Saint Elizabeth University decides to investigate additional allegations of sex discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, Saint Elizabeth University will notify the Parties of the additional allegations.

Saint Elizabeth University will provide for adequate, reliable, and impartial investigation of Complaints. The burden is on Saint Elizabeth University, not on the Parties, to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

Saint Elizabeth University will provide an equal opportunity for the Parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible. Saint Elizabeth University will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

Saint Elizabeth University will provide each Party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

Saint Elizabeth will provide equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. Saint Elizabeth University will provide the Parties with an equal opportunity to access relevant and not otherwise impermissible evidence upon the request of any Party.

The Title IX Coordinator and/or an investigator designated by the Title IX Coordinator will create an Investigative Report that fairly summarizes relevant evidence and will provide that Report to the Parties at least 10 business days prior to the hearing in an electronic format for each Party's review and written response. The Investigative Report is not intended to catalog all evidence obtained by the investigators, but only to provide a fair summary of the relevant evidence. Only relevant evidence (including both inculpatory and exculpatory, i.e., tending to prove and disprove the allegations) will be referenced in the Investigative Report. The



investigators may redact irrelevant information from the Investigative Report when that information is contained in documents or evidence that is/are otherwise relevant.

Saint Elizabeth will provide the Parties a reasonable opportunity to respond to the evidence or the accurate description of the evidence and will take reasonable steps to prevent and address the Parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the Complaint of sex discrimination are authorized.

### ***Impermissible Evidence***

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by Saint Elizabeth University to determine whether one of the exceptions listed below applies; will not be disclosed; and will not be otherwise be used), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality.
- A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness unless Saint Elizabeth University obtains that Party's or witness's voluntary, written consent for use in its grievance procedure; and
- Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex discrimination or preclude a determination that sex discrimination occurred.

### ***Questioning Parties/Witnesses in Evaluating Allegations and Assessing Credibility***

When a party or witness's credibility is in dispute, and such dispute is relevant to evaluating one or more allegations of sex discrimination, the investigator and/or decisionmaker must have an opportunity to question any party or witness whose credibility is in dispute in a live format. The investigator/decisionmaker will question Parties and witnesses to adequately assess a Party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. This will occur during individual meetings with a Party or witness.

Each party shall have the opportunity to propose questions that the Party wants to be asked of any Party or witness and have those questions asked by the investigator/decisionmaker during one or more individualized meetings, including follow-up meetings, with a Party or witness, subject to the appropriate procedures outlined herein regarding the decisionmaker's advance evaluation of all questions. Each Party will be provided with an audio or audiovisual recording

or transcript with enough time for the Party to have a reasonable opportunity to propose follow-up questions.

#### **D. Determination Regarding Responsibility**

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, Saint Elizabeth University will:

- Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded by the evidence, under the applicable standard, that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.
- Notify the Parties in writing of the determination whether sex discrimination occurred under Title IX, including the rationale for such determination and the procedures and permissible bases for the Complainant and Respondent to appeal, if applicable.
- Not impose discipline on a Respondent for sex discrimination prohibited by Title IX unless there is a determination after the grievance procedure that the Respondent engaged in prohibited sex discrimination.

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

- a) Coordinate the provision and implementation of remedies to a Complainant and other people Saint Elizabeth University identifies as having had equal access to Saint Elizabeth University's Education Program or Activity limited or denied by sex discrimination.
  - b) Coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and
  - c) Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur with Saint Elizabeth University's Education Program or Activity.
- Comply with the grievance procedure before the imposition of any disciplinary sanctions against a Respondent; and
  - Not discipline a Party, witness, or others participating in the grievance procedure for making a false statement or for engaging in consensual sexual conduct based solely on the determination of whether sex discrimination occurred.

#### **X. Agreement-Based Resolution**

Agreement-Based Resolution is an alternative where the Parties each voluntarily agree to resolve the complaint in a way that does not include an investigation and does not include any finding of responsibility. Agreement-Based Resolution is a voluntary, structured interaction between or among the affected parties that balances support and accountability. If Saint Elizabeth University

offers Agreement-Based Resolution to the parties, and they voluntarily consent to engage in that process, the Title IX Coordinator must still take other prompt and effective steps as needed to ensure that sex does not continue or recur within the education program or activity.

Any party may design the proposed agreement between the parties. The Title IX Coordinator must approve of the use of the Agreement-Based Resolution process and approve the final agreement between the parties. Agreement-Based Resolution may be initiated at any time prior to the release of the final determination. Because Agreement-Based Resolution does not involve an investigation, there is not any determination made as to whether a Respondent violated this Policy.

The Title IX Coordinator has the discretion to determine that Agreement-Based Resolution is not an appropriate way to address the reported conduct and that the matter must instead be resolved through an alternate process.

### **Initiating the Agreement-Based Resolution Process**

Before the initiation of Agreement-Based Resolution, the Title IX Coordinator will provide the Parties written notice that includes:

1. The specific allegation and the specific conduct that is alleged to have occurred.
2. The requirements of the Agreement-Based Resolution process.
3. Any consequences resulting from participating in the Agreement-Based Resolution process, including the records that will be maintained or could be shared, and whether Saint Elizabeth University could disclose such information for use in a future Saint Elizabeth University grievance process, including an investigation and resolution process arising from the same or different allegations, as may be appropriate.
4. Notice that an agreement resulting from Agreement-Based Resolution process is binding only on the parties and is not subject to appeal.
5. Notice that once the Agreement is finalized and signed by the Parties, they cannot initiate or continue an investigation procedure arising from the same allegations.
6. A statement indicating that the decision to participate in the Agreement-Based Resolution process does not presume that the conduct at issue has occurred.
7. A statement that the Respondent is presumed not responsible for violating this Policy unless the Respondent admits to a violation of this Policy.
8. An explanation that all parties may be accompanied by an advisor of their choice, who may be a parent, colleague, friend, or attorney.
9. A statement that any party has the right to withdraw from the Agreement-Based Resolution process and initiate or resume grievance procedures at any time before agreeing to a resolution.
10. The date and time of the initial meeting with staff or the Title IX Coordinator, with a minimum of 3 days' notice.
11. Information regarding Supportive Measures, which are available equally to the parties; and
12. The potential terms that may be requested or offered in an Agreement-Based Resolution agreement.

### **Role of the Facilitator**

## **Facilitating an Agreement**

Agreement-Based Resolution processes are managed by trained facilitators. All facilitators will not be the same person as the investigator or the decisionmaker in Saint Elizabeth's Grievance Procedure. Any person designated to facilitate an Agreement-Based Resolution process may not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The Title IX Coordinator may serve as the facilitator, subject to these restrictions. If the Title IX Coordinator is also the investigator or the decisionmaker, they would not be able to serve as a facilitator of Agreement-Based Resolution process.

All facilitators must have specialized training required by law and regulation. Such training includes:

Saint Elizabeth University's obligation to address sex discrimination, including Sex-Based Harassment, in its Education Program or Activity.

The scope of conduct that constitutes sex discrimination, including Sex-Based Harassment, under Title IX, including the definition of Sex-Based Harassment.

All applicable notification and information requirements related to parental, family, or marital status, including pregnancy and related conditions, and Saint Elizabeth University's response to sex discrimination.

The rules and practices associated with Saint Elizabeth University' Agreement-Based Resolution process, and

How to serve impartially, including by avoiding conflict of interest and bias

If all Parties are willing to explore Agreement-Based Resolution, the Title IX Coordinator will then meet separately with each party to discuss the Agreement-Based Resolution process and facilitate an agreement. If an agreement cannot be reached, either because the Parties do not agree, determine they no longer wish to participate in the ***Agreement-Based Resolution*** process, or the Title IX Coordinator does not believe that the terms of the agreement or continuing the Agreement- Based Resolution process is appropriate, the Title IX Coordinator may decide that the reported conduct will instead be addressed through the investigation and decision-making process. The Title IX Coordinator will inform the parties of such decision, in writing.

Agreement-based resolution processes are managed by facilitators who do not have a conflict of interest or bias in favor of or against Complainants or Respondents generally or regarding the specific parties in the matter. The Title IX Coordinator may serve as the facilitator, subject to these restrictions. The investigator or Decisionmaker for the matter may not facilitate an Agreement-Based Resolution in that same matter.

Any party may craft or create the terms of their agreement and will be asked for their suggestions or ideas. Examples of agreements may include but are not limited to:

- I.*** An agreement that the Respondent will change classes or housing assignments.

2. An agreement that the Parties will not communicate or otherwise engage with one another,
3. An agreement that the Parties will not contact one another.
4. Completion of a training or educational project by the Respondent.
5. Completion of a community service project by the Respondent.
6. An agreement to engage in a restorative justice process or facilitated dialogue.
7. Discipline agreed upon by all parties

To facilitate Agreement-Based Resolution, information shared by any party will not be used in any related resolution process of the same complaint under this policy. No evidence concerning the allegations obtained within the Agreement-Based Resolution process may be disseminated to any outside person, provided that any party under investigation with a parent, advisor, or other source of emotional support, or with an advocacy organization. An admission of responsibility made during Agreement -Based Resolution process, however, may not be incorporated into the investigation and adjudication proceeding.

### **Finalizing the Resolution Agreement**

Once the final terms of the Resolution Agreement have been agreed upon by all parties in writing, and approved by the Title IX Coordinator, the matter will be considered closed, and no further action will be taken. Once signed, no appeal is permitted. The Agreement-Based Resolution process is generally expected to be completed within thirty (30) days and may be extended by the Title IX Coordinator as appropriate. All parties will be notified, in writing, of any extension and the reason for the extension.

Records of an Agreement-Based Resolution process can be shared with other offices as appropriate. Any violations of the terms of the Resolution Agreement may result in disciplinary action.

### ***Dismissal of a Complaint***

Saint Elizabeth may dismiss a Complaint of sex discrimination for any of the following reasons:

- Saint Elizabeth cannot identify the Respondent after taking reasonable steps to do so.
- The Respondent is not participating in Saint Elizabeth University’s Education Program or Activity and is not employed by Saint Elizabeth University.
- The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a Complaint under the bases described in these procedures, and Saint Elizabeth University determines that, without the Complainant’s withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX or these grievance procedures even if proven or
- Saint Elizabeth determines that the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX or these procedures. Saint Elizabeth University must make reasonable efforts to clarify the allegations with the Complainant before dismissing under this basis.

### ***Notice of Dismissal***

Upon dismissal, Saint Elizabeth University will promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then Saint Elizabeth University will also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing.

Saint Elizabeth University will notify the Complainant that a dismissal may be appealed and will provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then Saint Elizabeth University will also notify the Respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

## **XI. Appeal of Dismissals and Determinations**

Grounds for appealing a determination concerning whether the investigation has established that sex discrimination or sex-based harassment in violation of Title IX has occurred include:

- Procedural irregularity that would change the outcome.
- New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

Saint Elizabeth University offers the following process for appeals from a dismissal or a determination of whether sex discrimination occurred:

If the dismissal or determination is appealed, Saint Elizabeth University will:

- Notify the Parties of any appeal, including notice of allegations, if notice was not previously provided to the Respondent.
- Implement appeal procedures equally for the Parties.
- Ensure that the decision maker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint.
- Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations.
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome and
- Notify the Parties of the result of the appeal and the rationale for the result.

When a Complaint is dismissed, Saint Elizabeth University will, at a minimum:

- Offer supportive measures to the Complainant as appropriate.
- If the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and
- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur with Saint Elizabeth University's Education Program or Activity.

The submission of an appeal stays (pauses) any sanctions for the pendency (or duration while the appeal is being deliberated and decided upon) of an appeal. Supportive measures and remote learning opportunities remain available during the pendency of the appeal.

If a Party appeals, the institution will as soon as practicable notify the other Party in writing of the appeal, however the time for appeal shall be offered equitably to all Parties and shall not be extended for any Party solely because the other Party filed an appeal.

Appeals may be no longer than five (5) pages (excluding attachments). Appeals should be submitted in electronic form using ARIAL or TIMES NEW ROMAN, 12-point font, and single-spaced. Appeals should use footnotes, not endnotes. Appeals that do not meet these standards may be returned to the party for correction, but the time for appeal will not be extended unless there is evidence that a technical malfunction caused the appeal document not to meet these standards.

Appeals will be decided by an appeal decision-maker, who will be free of conflict of interest and bias against either party or Reporting Parties and Responding Parties in general and will not have served as an investigator, Title IX Coordinator, or hearing decision-maker in the grievance process.

## **XII. Retaliation**

Saint Elizabeth University will keep the identity of any Reporting Parties, Responding Parties, and witnesses, confidential, except as permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, or as required by law.

No person may intimidate, threaten, coerce, or discriminate against any individual to interfere with any right or privilege secured by Title IX of the Education Amendments of 1972 or its implementing regulations.

No person may intimidate, threaten, coerce, or discriminate against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under these procedures and related policies.

Any intimidation, threats, coercion, or discrimination, for the purpose of interfering with any right or privilege secured by Title IX, or its implementing regulations constitutes retaliation. This includes any charges filed against an individual for Code of Conduct violations that do not involve sex discrimination or sexual harassment, but that arise from the same facts or circumstances as a report or complaint of sex discrimination or a report or Formal Complaint of sexual harassment. As a result, the University may not pursue drug or alcohol charges against students reporting

offenses involving sexual harassment and misconduct based on their consumption of drugs or alcohol at or near the time of the incident. However, any such violation cannot have imperiled the health or safety of any other person. Amnesty does not preclude the University from pursuing educational measures, including discussion of the drug or alcohol offense regarding the risks and consequences of such activity.

Retaliation against an individual who has made a good faith complaint, participated in the investigation of a complaint, or otherwise exercised their rights under this policy, or the law is prohibited and is grounds for disciplinary and/or remedial action. Retaliation is an offense separate and apart from the underlying alleged policy violation(s) and will be considered independently. Retaliation is grounds for immediate disciplinary action against the perpetrator of the retaliation up to and including expulsion of students and dismissal of employees. Anyone who believes that they may have been the victim of retaliation should discuss this concern with the Title IX Coordinator.

### **XIII. Pregnancy and Related Conditions**

**(1) Nondiscrimination.** Saint Elizabeth University must not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. Saint Elizabeth does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education program or activity if Saint Elizabeth ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

**(2) Responsibility to provide Title IX Coordinator contact and other information.** Saint Elizabeth must ensure that when a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee promptly provides that person with the Title IX Coordinator's contact information and informs that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Saint Elizabeth's education program or activity.

**(3) Specific actions to prevent discrimination and ensure equal access.** Saint Elizabeth University must take specific actions under paragraphs Section IX The Title IX Grievance Procedures for Sex Discrimination (page 13) of this section to promptly and effectively prevent sex discrimination and ensure equal access to the University's education program or activity once the student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions.

#### **The Title IX Coordinator must coordinate these actions.**

**(i) Responsibility to provide information about Saint Elizabeth University's obligations.** The University must inform the student, and if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of the University's obligations under paragraphs **(1)** through **(5)** of this section and provide the University's notice of nondiscrimination.

**(ii) Reasonable modifications.**



(A) The University must make reasonable modifications to its policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the University's education program or activity. Each reasonable modification must be based on the student's individualized needs. In determining what modifications are required under this paragraph, the University must consult with the student. A modification that the University can demonstrate would fundamentally alter the nature of its education program or activity is not a reasonable modification.

(B) The student has the discretion to accept or decline each reasonable modification offered by the University. If a student accepts the University's offered reasonable modification, the University must implement it.

(C) Reasonable modifications may include but are not limited to, breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies (for example, access to a larger desk or a footrest); elevator access; or other changes to policies, practices, or procedures.

(iii) Voluntary access to separate and comparable portions of the program or activity. Saint Elizabeth University must allow the student to voluntarily access any separate and comparable portion of the University's education program or activity under paragraph (1) of this section.

(iv) Voluntary leaves of absence. The University must allow the student to voluntarily take a leave of absence from the University's education program or activity to cover, at minimum, the period deemed medically necessary by the student's licensed healthcare provider. To the extent that a student qualifies for leave under a leave Policy maintained by the University that allows a greater period than the medically necessary period, the University must permit the student to take voluntary leave under that Policy instead if the student so chooses. When the student returns to the University's education program or activity, the student must be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

(v) Lactation space. The University must ensure that the student can access a lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

(vi) **Limitation on supporting documentation.** The University must not require supporting documentation under Section VIII Supportive & Interim Measures (page 11) & Sub Section B Process for Review of Supportive Measures p.12) unless the documentation is necessary and reasonable for Saint Elizabeth University to determine the reasonable modifications to make or whether to take additional specific actions under Section VIII or Sub Section B. Examples of situations when requiring supporting documentation is not necessary and reasonable include, but are not limited to, when the student's need for a specific action is obvious, such as when a student who is pregnant needs a bigger uniform; when the student has previously provided the University with sufficient supporting documentation; when the reasonable modification because of pregnancy or related conditions at issue is allowing a student to carry or keep water nearby and drink, use a bigger desk, sit or stand, or take breaks to eat, drink, or use the restroom; when the student has

lactation needs; or when the specific action under Section VIII & Sub Section B is available to students for reasons other than pregnancy or related conditions without submitting supporting documentation.

**(4)** Comparable treatment to other temporary medical conditions. To the extent consistent with paragraph (3) of this section, the University must treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or Policy the University administers, operates, offers, or participates in with respect to students admitted to the University's education program or activity.

**(5)** Certification to Participate. The University must not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the University's class, program, or extracurricular activity unless:

**(i)** The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity.

**(ii)** The University requires such certification of all students participating in the class, program, or extracurricular activity; and

**(iii)** The information obtained is not used as a basis for discrimination prohibited by this Policy.