

# **SALISBURY UNIVERSITY POLICY AND PROCEDURES ON SEX DISCRIMINATION**

(Approved April 11, 2001; Amended December 22, 2008; Amended February 23, 2009; Amended May 23, 2012; Amended October 14, 2013; Amended December 19, 2014; Amended November 24, 2015; Amended September 20, 2018; Amended August 14, 2020, Amended July 31, 2024<sup>1</sup>).

## **I. PURPOSE<sup>2</sup>**

Salisbury University (“SU” or “University”) is committed to providing and maintaining a working and learning environment free from Sex Discrimination<sup>3</sup> through training, education, prevention programs, and policies and procedures that promote prompt reporting and response, provide timely and appropriate support to Parties, prohibit Retaliation, and promote timely, fair, and impartial investigation and resolution in a manner that eliminates the Sex Discrimination, prevents its recurrence, and addresses its effects.

This Policy also prohibits any policy, practice, or procedure, or any employment action concerning the current, potential, or past Parental Status, family status, or marital status of a student, employee, or applicant (for admission or employment), that treats persons differently on the basis of sex.

This Policy and Procedures shall not be interpreted to curtail freedom of speech or academic freedom.<sup>4</sup> The University fully supports the principles of academic freedom and is committed to protecting the free expression of ideas, choice of teaching methods, and course content in the academic setting.

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<sup>1</sup> This amendment is effective August 1, 2024.

<sup>2</sup> This Policy satisfies the University’s obligations under Maryland law and University System of Maryland Policy VI-1.60. To the extent any provision of this Policy conflicts with any other University policy, this Policy controls. Conduct under this Policy may also violate University System of Maryland (“USM”) Board of Regents (“BOR”)- VI-1.00 – Policy on Non-Discrimination and Equal Opportunity. However, this Policy and Procedures supersede USM BOR VI-1.00 Policy on Non-Discrimination and Equal Opportunity with respect conduct addressed by this Policy.

<sup>3</sup> Capitalized terms are defined in this Policy.

<sup>4</sup> More information about Salisbury University’s Academic Freedom Resolution can be found at [https://www.salisbury.edu/administration/academic-affairs/\\_files/Academic%20Freedom%20Resolution2015.pdf](https://www.salisbury.edu/administration/academic-affairs/_files/Academic%20Freedom%20Resolution2015.pdf).

## II. APPLICABILITY

Sex Discrimination is prohibited by federal and state discrimination laws, including Title IX of the Education Amendments of 1972 (“Title IX”) and Title VII of the Civil Rights Act.<sup>5</sup> Federal regulations implementing Title IX require that institutions implement certain procedures when they obtain information about conduct that may reasonably constitute Sex Discrimination.

This Policy shall not be used to bring baseless, frivolous, or malicious complaints. The University may take disciplinary action against any person who files a complaint under this Policy in bad faith or without justification.

This Policy and its Procedures apply to all members of the University community, including all students and employees (faculty and staff). It also applies to contractors, other third parties, and all conduct occurring within the University’s Education Program or Activity.

This Policy applies to all reports of Sex Discrimination occurring on or after August 1, 2024.<sup>6</sup>

## III. POLICY DEFINITIONS

For purposes of this Policy, the following definitions apply:

- a. **Advisor** means a person chosen by a Party to provide advice and consultation to that Party, in accordance with this Policy and Procedures. An Advisor may be, but is not required to be, an attorney. A Party's Advisor also conducts all questioning on behalf of that Party at a Hearing, if applicable, in accordance with this Policy and Procedures. If a Party does not have an Advisor for a Hearing, the University will provide one without fee or charge, to conduct cross-examination on behalf of that Party. Notice of the identity of any Advisor must be provided at least twenty-four (24) hours prior to any meeting or proceeding that the Advisor will attend.
- b. **Appeal Officer** means an individual designated to review decisions concerning responsibility and Sanctions, based on the Respondent's status as a student, staff

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<sup>5</sup> More information about Salisbury University’s Equal Opportunity and Affirmative Action Statement can be found at: [https://www.salisbury.edu/administration/institutional-equity/\\_files/document-library/EEO\\_Affirmative\\_Action2014.pdf?v=20240801094023](https://www.salisbury.edu/administration/institutional-equity/_files/document-library/EEO_Affirmative_Action2014.pdf?v=20240801094023)

<sup>6</sup> For allegations of sex discrimination related to conduct that occurred before August 1, 2024, the "[Salisbury University Policy and Procedures Prohibiting Sexual Misconduct and Other Sex and Gender-Based Discrimination](#)" dated August 14, 2020, applies.

member, or faculty member. Appeal Officers shall have had no previous involvement with the substance of the Complaint.

- c. **Attempted Sexual Assault** means an incomplete or unsuccessful effort to commit Sexual Assault. This means that a person tried to engage in a non-consensual sexual act with another individual but was unable to complete the act. This could be due to intervention by a third party, the victim escaping, or other circumstances preventing the completion of the assault.
- d. **Complainant** is an individual who is alleged to have been subjected to Sex Discrimination who is a student or employee or who was participating or attempting to participate in the Education Program or Activity at the time of the alleged Sex Discrimination, whether or not that individual initiated the Complaint.<sup>7</sup>
- e. **Complaint** means an oral or written request to the University that objectively can be understood as a request to investigate and make a determination about alleged Sex Discrimination.
- f. **Confidential Employees** are (1) employees whose communications are privileged<sup>8</sup> or confidential under Federal or State law; (2) employees whose communications are specifically designated as confidential for the purpose of providing services related to potential Sex Discrimination; or (3) employees who are conducting an Institutional Review Board-approved human-subjects research study designed to gather information about sex discrimination—but the employee’s confidential status is only with respect to information received while conducting the study.<sup>9</sup>
- g. **Consent** means a knowing, voluntary, and affirmatively communicated willingness to participate in a particular sexual activity or behavior. Consent can only be given by a person with the ability or capacity to exercise free will and make a rational and

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<sup>7</sup> A parent, guardian, or other authorized legal representative with the legal right to act on behalf of the Complainant may also file a Complaint on behalf of a Complainant.

<sup>8</sup> The employee’s confidential status is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies.

<sup>9</sup> The University’s Notice of Nondiscrimination and policy shall conspicuously publish the names of all Confidential Employees, except employees whose confidential status is only with respect to their conducting an institutional review board-approved human-subjects research study designed to gather information about Sex Discrimination.

reasonable judgment. Consent may be expressed by words and/or actions, as long as those words and/or actions create a mutually understandable permission regarding the conditions of sexual activity.

- Silence, or lack of protest or resistance is not, in and of itself, Consent.
- Previous sexual activity with a person does not imply Consent for future sexual acts with that person.
- Consent to one form of sexual activity does not automatically imply Consent to other forms of sexual activity.
- Consent must be present throughout sexual activity and may be withdrawn at any time. If there is confusion as to whether there is Consent or whether prior Consent has been withdrawn, it is essential that the participants stop the activity until the confusion is resolved.
- Consent cannot be obtained by physical force or Sexual Coercion
- An individual who is Incapacitated is unable to give Consent. The relevant standard is whether a reasonable person in the same position should have known that the other Party was Incapacitated and, therefore, unable to Consent.

- h. **Dating Violence** means violence<sup>10</sup> committed by a person who is or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- i. **Day** means a business day when the University is not closed.
- j. **Domestic Violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, by a person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, by a person similarly situated to a spouse of the Complainant, or by any other person against an adult or youth Complainant protected from those acts by domestic or family violence laws of Maryland.
- k. **Education Program or Activity** of the University includes all operations of the University in the United States, including, but not limited to, all conduct<sup>11</sup> over which

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<sup>10</sup> Violence is the use of physical force so as to injure, abuse, damage, or destroy.

<sup>11</sup> Such conduct may occur in person or through the use of technology, such as email, texts, social media applications, etc.

the University exercises disciplinary authority and all conduct that occurs in any building owned or controlled by a student organization that is officially recognized by the University. The University must address a sex-based hostile environment under its Education Program or Activity even when some conduct alleged to be contributing to the hostile environment occurred outside the University's Education Program or Activity or outside the United States.

- l. **Employees with Authority** are employees, other than Confidential Employees, who have authority to institute corrective measures or who are responsible for administrative leadership, teaching, or advising. Employees with Authority include the President of the University, any member of the President's Executive Staff, any academic Dean of the University, the Dean of Students, the Associate Vice President of Human Resources, the Title IX Coordinator, and the Deputy Fair Practices Officer and Assistant Director for Civil Rights and Title IX Investigations. Employees with Authority are a subset of Responsible Employees.
- m. **Hearing** means a live, formal proceeding attended by the Parties in which evidence is presented, Witnesses are heard, and cross-examination occurs, prior to the Hearing Panel's decision concerning responsibility and Sanctions, if applicable. The Hearing is conducted by a Hearing Panel which is comprised of three (3) trained University administrators selected from a pool by the Title IX Coordinator and in which one of them serves as the Chair.
- n. **Hearing Chair** means a member of the Hearing Panel designated to preside over the Hearing who has decision-making and sanctioning authority within the adjudication process.
- o. **Hearing Panel** means a group of three (3) trained administrators, selected by the Title IX Coordinator, who have decision-making and sanctioning authority in the adjudication process. One (1) member of this Hearing Panel will be designated as the Chair by the Title IX Coordinator.
- p. **Incapacitation** means an individual's decision-making ability is impaired such that the individual lacks the ability to understand the "who, what, where, why, or how" of the sexual activity. Incapacitation may result from sleep, unconsciousness, intermittent consciousness, physical restraint, or any other state where the individual is unaware that sexual contact is occurring. Incapacitation may also exist because of a temporary

or permanent mental or developmental disability that impairs the ability to Consent to sexual contact. Alcohol or drug use is one of the primary causes of Incapacitation. Where alcohol or drug use is involved, Incapacitation is a state beyond intoxication, impairment in judgment, or “drunkenness.” Because the impact of alcohol or other drugs varies from person to person, evaluating whether an individual is Incapacitated, and therefore unable to give Consent, requires an assessment of whether the consumption of alcohol or other drugs has rendered the individual physically helpless or substantially incapable of:

- making decisions about the potential consequences of sexual contact;
- appraising the nature of one's own conduct;
- communicating Consent to sexual contact; or
- communicating unwillingness to engage in sexual contact.

- q. **Investigator** means a professionally trained University staff member or third-party contractor designated to conduct an impartial, fair, and unbiased investigation into an alleged violation of this Policy.
- r. **Parental Status** means the current, potential, or past status of an individual who is, with respect to any person under the age of 18 or over the age of 18 but incapable of self-care because of a disability: (1) a biological, step, adoptive, or foster parent; (2) a legal custodian or guardian; (3) in loco parentis; or (4) actively seeking legal custody, guardianship, visitation, or adoption.
- s. **Party** means the Complainant or the Respondent (collectively, the “Parties”).
- t. **Pregnancy or Related Conditions** means the current, past, or potential presence of any of the following conditions:
- i. Pregnancy, childbirth, termination of pregnancy, or lactation;
  - ii. Recovery from pregnancy, childbirth, termination of pregnancy, or lactation; or
  - iii. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation.
- u. **Relevant** means related to the allegations of Sex Discrimination under investigation as part of the grievance procedures. Questions are Relevant when they seek evidence which may aid a decisionmaker in determining whether the alleged Sex Discrimination occurred. Evidence is Relevant when it may aid a decisionmaker in determining whether the alleged Sex Discrimination occurred.

- v. **Remedies** are measures provided, as appropriate, to a Complainant or any other person the University identifies as having had their equal access to the Education Program or Activity limited or denied by Sex Discrimination. These measures are provided to restore or preserve that person's access to the Education Program or Activity after the University determines that Sex Discrimination occurred.
- w. **Respondent** means an individual alleged to be the perpetrator of conduct that could constitute Sex Discrimination.
- x. **Responsible Employee** means all University employees (including all faculty and staff) except Confidential Employees.
- y. **Retaliation** means intimidating, threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy, or because an individual has reported information, made a Complaint, testified, assisted, participated, or refused to participate in any manner in an investigation, proceeding, or hearing related to Sex Discrimination. Retaliation includes bringing charges against an individual for violations of other institutional policies that do not involve Sex Discrimination but arise out of the same facts or circumstances as a Complaint, for the purpose of interfering with any right or privilege secured by Title IX or this Policy.
- z. **Sanctions** are disciplinary and other consequences imposed on a Respondent who is found to have violated this Policy.
- aa. **Sexual Assault** means an offense classified as a sex offense in the uniform crime reporting system of the Federal Bureau of Investigation. Sex offenses are sexual acts directed against another person and include:
  - i. **Non-Consensual Sexual Penetration**— Penetration, no matter how slight, of the genital or anal opening of the body of another person with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity (Incapacitation).
  - ii. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of their age

or because of their temporary or permanent mental or physical incapacity (Incapacitation).

- iii. **Incest**—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- iv. **Statutory Rape**—Nonforcible sexual intercourse with a person who is under the statutory age of consent.<sup>12</sup>

bb. **Sex-Based Harassment** means Sex Discrimination prohibited by Title IX that satisfies one or more of the following:

- i. **Quid pro quo harassment**— An employee, agent, or other person authorized by the University to provide an aid, benefit, or service under the University’s Education Program or Activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.
- ii. **Hostile Environment Harassment**— 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 the 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:
  - 1. The degree to which the conduct affected the Complainant’s ability to access the University’s Education Program or Activity;
  - 2. The type, frequency, and duration of the conduct;
  - 3. The Parties’ ages, roles within the 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;
  - 4. The location of the conduct and the context in which the conduct occurred; and
  - 5. Other Sex-Based Harassment in the University’s Education Program or Activity.
- iii. **Sexual Assault, Dating Violence, Domestic Violence, or Stalking.**

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<sup>12</sup> See Md. Code Ann., Crim. Law §§ 3-301 through 3-307.



- cc. **Sex-Based Harassment prohibited by Md. Code Ann., State Gov't § 20-601**<sup>13</sup> means unwelcome and offensive conduct, which need not be severe or pervasive, when the conduct is based on sex, sexual orientation, or gender identity or consists of unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature; and
1. Submission to the conduct is made either explicitly or implicitly a term or condition of the employment of an individual;
  2. Submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or
  3. Based on the totality of the circumstances, the conduct creates a working environment that a reasonable person would perceive to be abusive or hostile.
- dd. **Sex Discrimination** means exclusion from participation in or being denied the benefits of any Education Program or Activity of the University on the basis of sex, including sex stereotypes, sex characteristics, sexual orientation, gender identity, and Pregnancy or Related Conditions. Sex-Based Harassment, Sex-Based Harassment prohibited by Md. Code Ann., State Gov't § 20-601, Sexual Coercion, Attempted Sexual Assault, Sexual Exploitation, and Sexual Intimidation are all forms of Sex Discrimination.
- ee. **Sexual Coercion:** The use of unreasonable pressure in an effort to compel another individual to initiate or continue sexual activity against the individual's will. A person's words or conduct are sufficient to constitute Sexual Coercion if they wrongfully impair another individual's freedom of will and ability to choose whether or not to engage in sexual activity. Sexual Coercion includes but is not limited to intimidation, manipulation, expressed or implied threats of emotional or physical harm, and/or blackmail. Examples of Sexual Coercion include but are not limited to causing the deliberate Incapacitation of another person; conditioning an academic benefit or employment advantage on submission to the sexual contact; threatening to harm oneself if the other Party does not engage in a sexual contact; or threatening to disclose an individual's sexual orientation, gender identity, gender expression, or other personal sensitive information if the other Party does not engage in the sexual contact.
- ff. **Sexual Exploitation:** Taking non-consensual or abusive sexual advantage of another person for one's own advantage or benefit or for the advantage or benefit of anyone other than the person being exploited. This includes, but is not limited to, utilizing any image or threatening to use any image, video or recording device for the purpose of

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<sup>13</sup> This definition applies only to sex-based harassment of employees that does not constitute Sex-Based Harassment prohibited by Title IX. *See* Md. Code Ann., State Gov't §§ 20-601 through 20-611.

capturing images of a sexual act or nude intimate body parts without the Consent or knowledge of the involved Parties; threatening to or intentionally publishing, recreating, or reproducing images of a sexual act or nude intimate body parts without the knowledge or Consent of the Parties involved; voyeurism; inducing Incapacitation for the purpose of having sex with the Incapacitated person regardless of whether or not sexual activity actually takes place; and knowing transmission of HIV or a sexually-transmitted infection.

- gg. **Sexual Intimidation:** Threatening behavior of a sexual nature directed at another person, such as threatening to sexually assault another person or engaging in indecent exposure.
- hh. **Stalking** means engaging in a course of conduct, on the basis of sex, directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.
- ii. **Student** means a person who has gained admission to the University.
- jj. **Support Person** means a person chosen by the Complainant or Respondent to provide emotional, logistical, or other kinds of assistance. The Support Person is a non-participant who is present to assist a Complainant or Respondent by taking notes, providing emotional support and reassurance, organizing documentation, or consulting directly with the Party in a way that does not disrupt or cause any delay. A Support Person shall not be a Witness and the Parties must speak for themselves.
- kk. **Supportive Measures** are non-disciplinary, non-punitive individualized services 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:
  - i. Restore or preserve that Party's access to the University's Education Program or Activity, including measures that are designed to protect the safety of the Parties or the University's educational environment; or
  - ii. Provide support during the University's grievance procedures.

Supportive Measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, restrictions on contact applied to one or more Parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, training and education programs related to Sex-Based Harassment, and other similar measures.

- ll. **Witness** means an individual who possesses information about a matter under investigation. This generally applies to anyone who has witnessed or provides factual information and/or observations regarding Sex Discrimination.

#### **IV. UNIVERSITY ADMINISTRATION OF TITLE IX POLICIES AND PROCEDURES**

##### **A. Oversight of Title IX Compliance**

###### **i. Title IX Coordinator**

The University's President has designated and authorized the following employee to coordinate the University's efforts to comply with Title IX and this Policy:

Humberto Aristizábal  
Title IX Coordinator, Fair Practices Officer, and Associate Vice President  
for Institutional Equity  
Office of Institutional Equity

###### **ii. Title IX Team**

The University's Title IX Team, includes the Title IX Coordinator, the Deputy Fair Practices Officer, the Deputy Title IX Coordinators (the Deputy Title IX Coordinator for Student Affairs, the Deputy Title IX Coordinator for Academic Affairs, the Deputy Title IX Coordinator for Athletics, and the Deputy Title IX Coordinator for Administration and Finance), the Investigators, a representative from the Salisbury University Police Department ("SUPD"), and any other campus administrators deemed necessary to fulfill the University's obligations under this Policy.

The Title IX Coordinator shall be responsible for coordinating, delegating, and supervising the activities of the Title IX Team.

#### **V. PREGNANCY AND RELATED CONDITIONS**

##### **A. Students**

The University will provide for reasonable modifications of its policies, practices, or procedures for students experiencing Pregnancy or Related Conditions. Each reasonable modification shall be based on the student's individualized needs, in consultation with the student.

A modification that would fundamentally alter the nature of the Institution's Education Program or Activity is not reasonable. The University will allow students to voluntarily access any separate and comparable portion of the Education Program or Activity. The University will allow the student to take a voluntary leave of absence for a period of time determined by the student's medical provider, or the period of time permitted by SU's policy, whichever is greater. Upon return from a leave of absence, the student must be reinstated to the same academic status and (to the extent possible) extracurricular status that the student held when the leave began. The University will not require documentation for reasonable modifications unless it is necessary to determine what reasonable modifications are needed or whether to take additional actions.

The University will treat Pregnancy or Related Conditions in the same manner and under the same policies as any other temporary medical conditions with respect to medical or hospital benefits, services, or any other policies the University operates or participates in with respect to students in the Institution's Education Program or Activity.

The University prohibits requiring a student who is Pregnant or with a Related Condition to provide certification that the student is physically able to participate in a class, program, or activity, unless:

- i. The certified level of physical ability or health is necessary for the class, program, or activity;
- ii. The recipient requires such certifications of all students participating in the class, program, or activity; and
- iii. The information obtained through the certification is not used as a basis for prohibited discrimination.

## **B. Employees**

The University will provide for reasonable accommodations for employees with known limitations related to Pregnancy or Related Conditions.<sup>14</sup>

Each reasonable accommodation shall be based on the employee's individualized needs, in consultation with the employee, and in consideration of any medical documentation. The University will request from the employee only the minimum documentation necessary to establish that the employee is experiencing Pregnancy or Related Conditions, and what adjustments are needed.

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<sup>14</sup> The Pregnant Workers Fairness Act requires accommodations for employees experiencing Pregnancy or Related Conditions. *See* 42 U.S.C. 2000gg(3); 29 C.F.R. § 1636.

Reasonable accommodations may include temporary relief from essential functions of the employee's job, and in the case of an employee with insufficient accrued leave or no paid leave, voluntary leave of absence without pay.

At the conclusion of any accommodation, the employee shall be reinstated to the same status as before the accommodation without decrease in compensation or loss of promotional opportunities or any other right or privilege of employment.

The University will treat Pregnancy or Related Conditions in the same manner and under the same policies as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extension of leave, payment of disability income, accrual of seniority and any other benefit or service, reinstatement, and any other fringe benefit offered to employees by virtue of employment.

### **C. Students and Employees**

The University will provide for a lactation space for all students, employees, and visitors, which may not be a bathroom, that is clean, shielded from view, free of intrusion from others, and may be used for expressing milk or breastfeeding as needed.

## **VI. DIFFERENTIAL TREATMENT ON THE BASIS OF SEX**

In circumstances where different treatment or separation on the basis of sex is permitted, the University prohibits different treatment or separation on the basis of sex in a manner that discriminates on the basis of sex by subjecting a person to more than de minimis harm, except as permitted by 20 U.S.C. §§ 1681 and 1686 and their corresponding regulations. Adopting a policy or engaging in a practice that prevents an individual from participating in an Education Program or Activity consistent with their gender identity subjects them to more than de minimis harm.

## **VII. REPORTING SEX DISCRIMINATION**

Individuals are encouraged to report Sex Discrimination promptly in order to maximize the University's ability to obtain evidence, identify potential Witnesses, and conduct a thorough, prompt, and impartial investigation. While there are no time limits to reporting Sex Discrimination, if too much time has passed since the incident occurred, the delay may result in loss of evidence and/or an inability on the part of the University to remedy the situation.

## **A. Title IX Coordinator and Office of Institutional Equity**

Any person may report Sex Discrimination at any time by contacting the Title IX Coordinator:

Humberto Aristizábal  
Title IX Coordinator, Fair Practices Officer, and Associate Vice President for Institutional Equity  
Office of Institutional Equity  
1216 Camden Avenue  
Salisbury, MD 21801  
(410) 543-6426  
[hxaristizabal@salisbury.edu](mailto:hxaristizabal@salisbury.edu)  
<https://www.salisbury.edu/administration/institutional-equity/>

If there is a Complaint about the Office of Institutional Equity (“OIE”), any staff member that is part of the OIE or the Vice President of Inclusion, Access, and Belonging, or if any staff member that is part of the OIE has a complaint, that complaint should be filed with the President of the University. The President may appoint another trained individual to take the place of the OIE for purposes of the Complaint.

Any concern involving bias or conflict of interest by the Title IX Coordinator, should be reported to the President of the University. Concerns of bias or a potential conflict of interest by any other person involved in the resolution process should be reported to the Title IX Coordinator.

## **B. Office of Institutional Equity (OIE)**

There are several ways to contact the Title IX Coordinator or OIE to report Sex Discrimination:

- Call 410-543-6426 and leave a private voice message;
- File a complaint or report on the Sexual Misconduct Reporting Form, which is also available on the following link:  
[https://cm.maxient.com/reportingform.php?SalisburyUniv&layout\\_id=200](https://cm.maxient.com/reportingform.php?SalisburyUniv&layout_id=200)  
This online reporting form is accessible on the OIE website 24 hours / 7 days a week unless there is scheduled maintenance;
- Send a private email to the OIE at [equity@salisbury.edu](mailto:equity@salisbury.edu);
- Mail a letter to the OIE office; or

- Visit the OIE (it is best to make an appointment first to ensure availability).

### **C. Reporting to Responsible Employees<sup>15</sup>**

Responsible Employees must notify the Title IX Coordinator when they obtain information about conduct that may reasonably constitute Sex Discrimination. Upon receiving such information, Responsible Employees must do the following:

- Advise the reporting Party of the Responsible Employee's duty to report the to the OIE within twenty-four (24) hours, or as soon as reasonably possible;
- Notify the OIE of the information within twenty-four (24) hours, or as soon as reasonably possible, after receiving obtaining the information, and consult with OIE, as needed;

Failure to comply with these requirements and obligations may result in disciplinary sanctions, up to and including termination of employment.

### **D. Reporting to the Police**

To report to SUPD, please call 410-543-6222 or 911. Callers may dial mobile phone #787. Regardless of where the incident occurred, call 911 in an emergency.

The University strongly encourages any victim of a potential crime to report it to the appropriate law enforcement agency, even if you are uncertain whether the particular conduct is a crime. Calling local law enforcement can help you: obtain emergency and nonemergency medical care; get immediate law enforcement response for your protection; obtain assistance in a situation that may escalate to more severe criminal behavior; arrange a meeting with a victim advocate service; find counseling and support; initiate a criminal investigation and help to secure valuable evidence; and answer questions about the criminal process.

Representatives of the OIE are available to assist Complainants who wish to report Sex Discrimination to law enforcement authorities, including the SUPD.

SUPD employees are Responsible Employees under this Policy and are required to notify the Title IX Coordinator of any report of Sex Discrimination. SUPD will also assist Complainants in notifying other law enforcement authorities in other jurisdictions, as appropriate.

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<sup>15</sup> University employees may have additional reporting obligations under USM Board of Regents Policy VI-1.50 Policy on the Reporting of Suspected Child Abuse and Neglect (<https://www.usmd.edu/regents/bylaws/SectionVI/VI150.pdf>).

## **VIII. CO-OCCURRING CRIMINAL ACTION**

Because the standards for violations of criminal laws are different from the standards for a violation of this Policy, criminal investigations and proceedings are not determinative of whether a violation of this Policy has occurred. In other words, conduct may violate this Policy even if law enforcement agencies decline to charge or local prosecutors decline to prosecute.

Proceeding with a University investigation and adjudication of Sex Discrimination under this Policy and Procedures is independent of any criminal investigation or proceeding. Reporting to law enforcement does not preclude a person from proceeding with a report or Complaint of Sex Discrimination under this Policy. In most cases, the University will not wait until a criminal investigation or proceeding is concluded before conducting its own investigation, implementing Supportive Measures, and taking appropriate action. However, at the request of law enforcement, the Title IX Coordinator may delay its investigation until the initial stages of a criminal investigation are complete. If such a request is made by SUPD or any other law enforcement agency, the agency will submit the request in writing to the OIE and the Complainant will be notified. In addition, when possible, in cases where there is a co-occurring criminal investigation by SUPD or other local law enforcement agencies, they will work collaboratively and supportively within the parameters outlined above. The OIE will communicate any necessary delays in the University's investigative process to both Parties.

## **IX. AMNESTY FOR STUDENTS WHO REPORT OR PARTICIPATE IN SEX DISCRIMINATION PROCESS**

The University recognizes that a student who is under the influence of alcohol and/or drugs when an incident of Sex Discrimination occurs may be reluctant to report the Sex Discrimination out of concern that they may face disciplinary actions for engaging in prohibited alcohol or drug use. As such, a student who reports Sex Discrimination to the University or law enforcement, or who participates in an investigation either as a Complainant, Respondent, or Witness, will not face disciplinary action for violating University drug and alcohol policies (except for a mandatory intervention for substance abuse).

This amnesty provision applies only when the University determines that: (1) the drug/alcohol violation occurred during or near the time of the reported Sex Discrimination; (2) the student acted in good faith in reporting or participating as a Complainant or Witness;



and (3) the violation was not an act that was reasonably likely to place the health or safety of another individual at risk. See the [Responsible Action Protocol](#), for more information.

The use of alcohol or drugs will never function as a defense for committing any violation of this Policy.

## **X. CONFIDENTIAL RESOURCES**

Confidential resources on and off campus assist Parties in navigating potential advocacy, therapy, counseling, and emotional support services.

Disclosures or reports made to individuals or entities other than confidential resources are not confidential.

Unless there is a lawful basis for disclosure, such as reported child abuse/neglect or an imminent risk to health or safety, confidentiality applies when persons seek services from the following resources:

### **A. On-Campus Confidential Resources for Students**

#### **1. Salisbury University Counseling Center**

Guerrieri University Center Room 263

(410) 543-6070

[counseling@salisbury.edu](mailto:counseling@salisbury.edu)

#### **2. Salisbury University Student Health Services**

Holloway Hall Room 180

(410) 543-6262

[StudentHealth@salisbury.edu](mailto:StudentHealth@salisbury.edu)

### **B. Off-Campus Confidential Resources for Students and Employees**

Individuals may seek assistance from off-campus Confidential Resources. They should inquire about the parameters of confidentiality prior to disclosing any information that the individual desires to keep confidential. Off-campus confidential resources include, but are not limited to:

#### **1. Life Crisis Center**

Services are available at no charge to all individuals who are victims of Domestic Violence, rape, Sexual Assault, and child abuse. The toll-free hotline operates 24

hours / 7 days a week for anyone in the community needing crisis assistance or referral information.

[www.lifecrisiscenter.org](http://www.lifecrisiscenter.org)

#211 or (410) 749-HELP (4357)

**2. Maryland Coalition Against Sexual Assault (MCASA)**

Statewide Sexual Assault Information and Referral Helpline

1-800-983- RAPE (7273)

<https://mcasa.org/>

MCASA is a statewide coalition of 17 rape crisis and recovery centers that serve all Maryland jurisdictions. MCASA works to help prevent Sexual Assault, advocate for accessible, compassionate care for survivors of Sexual Assault, and works to hold offenders accountable.

**3. Maryland Network Against Domestic Violence (MNADV)**

4601 Presidents Drive, Suite 300

Lanham, MD 20706

Statewide Helpline: 1-800-MD-HELPS (43577) (Mon-Fri, 9am-5pm) MNADV

Office: 301-429-3601

Email: [info@mnadv.org](mailto:info@mnadv.org)

<https://mnadv.org/>

The Maryland Network Against Domestic Violence (MNADV) is the state Domestic Violence coalition that brings together victim service providers, allied professionals, and concerned individuals for the common purpose of reducing intimate partner and family violence. The Network accomplishes this goal by providing education, training resources, and advocacy to advance victim safety and abuser accountability.

**4. RAINN National Sexual Assault Crisis Hotline**

RAINN (Rape, Abuse & Incest National Network) is the nation's largest anti-sexual violence organization.

800-656-HOPE (4673)

<https://www.rainn.org/>

**C. Off-Campus Resources for Employees**

**1. Employee Assistance Program (EAP) – USM**

The University System of Maryland has contracted with ComPsych (“GuidanceResources”) for the Employee Assistance Program. First-time users, follow these simple instructions:

- Go to [guidanceresources.com](http://guidanceresources.com) to reach the website.
- Once on the [guidanceresources.com](http://guidanceresources.com) home page, click the “Register” tab.
- Enter the Organization Web ID USMEAP and then click the “Register” button.
- Enter a User Name and Password, and submit.

## 2. **Employee Assistance Program (EAP) – State of Maryland**

This confidential service is provided to State employees who face personal matters that adversely affect their job performance. Supervisors are encouraged to refer employees when an employee’s personal matters negatively impact work performance. The goal of the program is to provide assistance to the employee and maintain satisfactory job performance. Participation in the program is voluntary and is available only to employees. To access this service, visit the following link: <https://dbm.maryland.gov/employees/Pages/EAP.aspx>.

## **XI. RIGHTS OF PARTIES**

Prior to the beginning of the grievance resolution process, the Parties will be given a *Notice of Rights and Responsibilities* that includes notice of the following:

- a. The right to be treated with dignity, respect, and sensitivity by University officials;
- b. The right to a fair and impartial investigation;
- c. The right to disciplinary proceedings and resolutions that are prompt and equitable and provide an opportunity for the Parties to be heard;
- d. The right to be informed of available Supportive Measures;
- e. The right to be informed of available community and campus resources and services;
- f. The Right to regular updates on the status of the investigation and/or resolution;
- g. Prohibition against Retaliation and guidance about reporting any retaliatory conduct;
- h. The Party’s right to the assistance of an Advisor, who may be an attorney or advocate, who may consult with the Party during hearings, meetings, and interviews (except during questioning of the Party at a hearing) and who may assist with the Party’s exercise of any right during the disciplinary proceedings;
- i. The legal service organizations and referral services available to the Party;

- j. The Party’s right to have a Support Person of the Party’s choice at any meeting, interview or Hearing (a Party may have no more than two people present at hearings, meetings, or interviews);
- k. The right to counsel paid for by MHEC for student Parties;
- l. The right to timely written notice of:
  - The reported violation, including the date, time and location, if known, of the alleged violation, and the range of potential Sanctions associated with the alleged violation;
  - The Party’s rights and responsibilities under this Policy, its Procedures and information regarding other civil and criminal options;
  - The date, time, and location of each meeting, interview, or Hearing that the Party is required or permitted to attend;
  - The final determination made by the Hearing Panel regarding whether a Policy violation occurred and the basis for the determination;
  - Any Sanction imposed, as permitted by law; and
  - The rights to appeal and a description of the appeal process.
- m. The right to participate in the disciplinary proceeding, including:
  - Access to the case file and evidence regarding the incident obtained by the University during the investigation or considered by the Hearing Panel, with personally identifiable or other information redacted as required by applicable law;
  - An opportunity to offer testimony at a Hearing;
  - An opportunity to submit evidence, witness lists, and suggest specific questions to be posed to the other Party during the investigation, or to the other Party at a Hearing through the Party’s Advisor;
  - An opportunity to review and provide written responses to the proposed and final investigation reports;
  - An opportunity to participate at a Hearing without being required to be in the physical presence of the other Party.

**XII. LEGAL REPRESENTATION FUND FOR TITLE IX PROCEEDINGS (STUDENTS ONLY)**

Student Complainants and Respondents may elect to retain an attorney to serve as their Advisor, though assistance by an attorney is not required. The Maryland Higher Education Commission (“MHEC”) has developed resources to assist students in retaining an attorney to serve as an Advisor at no or low cost to the student. MHEC provides a list of licensed attorneys who have indicated that they may represent students in Title IX proceedings on a pro bono basis or for reduced legal fees. A student’s attorney may seek reimbursement of certain legal costs and fees

from MHEC's Legal Representation Fund for Title IX Proceedings, subject to the availability of funding. More information is available on MHEC's website: (<https://mhec.maryland.gov/Pages/Title-IX-Campus-Sexual-Assault-Proceedings---Attorney-List.aspx>).

### **XIII. OTHER UNIVERSITY RESOURCES**

#### **A. SUPD Escort**

An escort service is provided by the SUPD for anyone who feels uncomfortable walking alone on campus or to nearby off campus locations during the hours of darkness. See <https://www.salisbury.edu/police/crime-prevention/campus-security-escort-service.aspx> for more information.

#### **B. Saferide**

As a Registered Student Organization, Saferide provides free and safe transportation to SU students to prevent tragedy for students and the surrounding community that can often be associated with seeking unsafe means of getting home. To use this service please call 410-677-5000.

<https://saferide4.wixsite.com/salisbury>

### **XIV. STEPS TO TAKE FOLLOWING AN ACT OF SEXUAL ASSAULT**

#### **A. Stay Warm**

Persons who experience Sexual Assault may be in a state of shock. It is important to stay warm by wrapping up in a blanket or coat. This will help recovery from shock and make it less likely that physical evidence is disturbed.

#### **B. Get to a Safe Place and Seek Emotional Support**

If you are in physical danger or in need of immediate medical attention, call 911. When you get to a safe place, talking with a trusted friend or relative or someone who is professionally trained to deal with Sexual Assault, such as a confidential mental health professional, can help you make decisions about what to do. Whether you decide to go to law enforcement or not, it is important to take care of your own emotional needs. Professional counseling may be beneficial.

C. Preserve Evidence

If possible, preserve physical evidence - on the body and at the location of an assault. It is important not to shower or bathe, eat or drink, brush teeth or gargle, change clothes, urinate or defecate, brush or comb hair, or smoke. Clothing worn at the time of an assault should not be washed but placed in a paper bag “as is” and brought to the hospital. In order to avoid forgetting important details, write down the facts about the accused and the assault.

D. Seek Medical Attention

It is important to seek medical attention as soon as possible. A medical examination will ensure appropriate medical treatment, including testing for pregnancy or sexually transmitted infections.

You may also want to obtain a Sexual Assault Forensic Exam (SAFE). A SAFE exam allows for the collection of evidence and can ensure any physical evidence is preserved in the event of a report to law enforcement. A SAFE exam may be obtained within 120 hours after an assault at:

TidalHealth Peninsula Medical Center  
100 E Carroll St Salisbury, MD 21801  
(410) 546-6400

Upon request, University employees will assist victims of Sexual Assault in obtaining appropriate medical attention, including by summoning emergency personnel to transport victims to the nearest designated hospital offering a SAFE exam.

## **XV. CONSENSUAL RELATIONSHIPS & PROFESSIONAL CONDUCT**

The University strongly discourages romantic or sexual relationships between faculty and student, supervisor and subordinate employee, and any other relationship where a power differential exists.

Because of the potential conflicts of interest, persons involved in consensual sexual or romantic relationships with anyone over whom they have supervisory and/or evaluative responsibilities must inform their supervisor(s) of the relationship(s). Supervisory or evaluative responsibilities may be reassigned, as appropriate. While no relationships are expressly prohibited by this Policy,

failure to self-report such relationships in a timely manner to the Parties' direct supervisor and the Office of Human Resources, as required by this Policy, may result in disciplinary action.

## **XVI. TRAINING PROGRAMS, EDUCATIONAL INITIATIVES, COOPERATIVE EFFORTS & INSTITUTIONAL COMPLIANCE**

### **A. Prevention and Awareness Education<sup>16</sup>**

The University will develop and implement preventive education for all employees and students, to help identify and reduce the occurrence of Sex Discrimination. At a minimum, these educational initiatives will contain information regarding what constitutes Sex-Based Harassment, definitions of Consent and Sex Discrimination (including the definitions of Dating Violence, Domestic Violence, Sexual Assault, and Stalking in the Policy and in Maryland), the University's Policy and Procedures (including all requirements that apply Confidential Employees and Responsible Employees), bystander intervention (including a description of safe and positive options), risk reduction, and the consequences of engaging in Sex-Based Harassment. These educational initiatives shall be for all incoming students and employees. The University will develop ongoing prevention and awareness campaigns for all students and employees addressing, at a minimum, the same information.

Educational initiatives for employees shall also comply with Md. Code Ann., State Pers. & Pens. § 2-203.1.

### **B. Training**

#### **1. All Employees**

All employees must be trained annually each academic year. Generally, all employees shall be trained upon hire, upon change of position that alters their duties under Title IX or this Policy, and annually thereafter. Training materials must not rely on sex stereotypes.

The University will develop and implement training for all employees regarding the obligation to address Sex Discrimination. The training will include, at a minimum, the scope of conduct that may constitute Sex Discrimination, the definition of Sex-Based Harassment, and all applicable notification and information requirements that apply to each employee's specific designation (Confidential Employees and Responsible Employees).

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<sup>16</sup> See 34 C.F.R. § 668.46.

Training for employees shall also comply with Md. Code Ann., State Pers. & Pens. § 2-203.1.

**2. Investigators, decision-makers, and individuals who are responsible for implementing grievance procedures or have the authority to modify or terminate Supportive Measures.**

Investigators, decision-makers, and individuals who are responsible for implementing grievance procedures or have the authority to modify or terminate Supportive Measures will receive annual training on the topics required for all employees (above), as well as training on the following (to the extent of their responsibilities):

- a. The University's responsibilities, including the scope of the University's Education Program or Activity and the University's obligations to address Sex Discrimination (*see* 34 C.F.R. § 106.44);
- b. The University's grievance procedures (including how to conduct an investigation);
- c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
- d. The meaning and application of the term "Relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance; and
- e. Issues related to Dating Violence, Domestic Violence, Sexual Assault, and Stalking and conducting an investigation and hearing process that protects the safety of individuals and promotes accountability.

**3. Facilitators of an informal resolution process**

In addition to receiving the training required for all employees, facilitators of informal resolution processes will be trained on the rules and practices associated with the University's informal resolution processes, and on how to serve impartially, including by avoiding conflicts of interest and bias.

**4. Title IX Coordinator and designees**

In addition to all of the training requirements for all of the categories above, the Title IX Coordinator and any designees will be trained on their specific responsibilities, the specific actions required to prevent discrimination and ensure equal access (*see* 34 C.F.R. §§ 106.40(b)(3), 106.44(f) and (g)), the University's



recordkeeping system and recordkeeping requirements, and any other training necessary to coordinate compliance with Title IX.

## **5. Community Trainings**

The Life Crisis Center, which is not affiliated with SU, offers various trainings. More information about their educational programs can be obtained from its web site at: <https://www.lifecrisiscenter.org/services.htm>.

## **6. Agreements with Local Law Enforcement and Rape Crisis Programs**

SU will review any existing, and if necessary pursue new, memoranda of understanding (“MOU”) with local police forces and a State designated rape crisis program and/or federally recognized sexual assault coalition. SU will ensure that any MOU with any law enforcement agency complies with Title IX and clearly states when the University will refer a matter to a local law enforcement agency.

Any SU MOU with rape crisis or sexual assault programs will formalize a commitment to provide trauma-informed services to victims of Sexual Assault and to improve the University’s overall response to Sexual Assault.

## **7. Campus Sexual Assault Climate Survey**

At least every two (2) years, the University shall: (1) develop an appropriate Sexual Assault campus climate survey using nationally recognized best practices for research and climate surveys; and (2) administer the Sexual Assault campus climate survey to students in accordance with the procedures set by MHEC. The University shall submit to MHEC a report in accordance with the requirements set forth in Md. Code Ann., Educ. § 11-601(g).

# **XVII. RECORDKEEPING**

SU will keep records for seven (7) years of the following:

- A. Each Complaint of Sex Discrimination, records documenting the informal resolution process or grievance procedure, and the resulting outcome.

- B. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute Sex Discrimination, records documenting any action taken.
- C. All materials used for Title IX training of students or employees.

## **XVIII. EXTERNAL REPORTING OPTIONS AND OBLIGATIONS**

The Title IX Coordinator shall ensure that each Complainant is informed of their right to file the complaint with the appropriate State and Federal agencies. In the event a Complainant files an external complaint with a State or Federal agency, the Complainant is responsible for contacting that agency to determine and comply with any filing requirements or time limitations.

### **A. Clery Act**

The University will continue to report crimes in accordance with the Crime Awareness and Campus Security Act of 1990 (“Clery Act”) and its amendments.

If a report of Sex Discrimination discloses a serious and on-going threat to the University community, SUPD may issue a timely warning of the conduct in compliance with the Clery Act in the interest of the health and safety of the University community. This notice will not contain any personally identifying information related to the Parties.

### **B. Employees who wish to file a complaint with an external agency may contact any of the following offices:**

#### **Equal Employment Opportunity Commission (EEOC) Baltimore Field Office**

GH Fallon Federal Building  
31 Hopkins Plaza, Suite 1432  
Baltimore, MD 21201  
Phone: 1-800-669-4000  
Fax: 410-209-2221  
TTY: 1-800-669-6820  
Website: <https://www.eeoc.gov>

#### **Maryland Commission on Civil Rights (MCCR)**

William Donald Schaefer Tower  
6 Saint Paul Street, Suite 900  
Baltimore, MD 21202-1631

Phone: 410-767-8600 Toll free: 1.800.637.6247  
Fax: 410-333-1841  
TTY: 410-333-1737  
Website: <http://mccr.maryland.gov>  
E-mail: [mccr@maryland.gov](mailto:mccr@maryland.gov)

**C. Student or employee complaints relating may be directed to:**

**Office for Civil Rights (OCR)**

U.S. Department of Education

The Wanamaker Building

100 Penn Square East, Suite 515

Philadelphia, PA 19107-3323

Phone: 215-656-8541

Fax: 215-656-8605

TDD: 800-877-8339

Website: [http://www2.ed.gov/about/offices/list/ocr/docs/tix\\_dis.html](http://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html)

**XIX. REQUIRED NOTICES**

**A. Notice of Nondiscrimination**

The University will publish a Notice of Nondiscrimination that contains the following:

1. A statement that the University does not discriminate on the basis of sex in its Education Program or Activity, the University is required by Title IX not to discriminate in such a manner, and the requirement not to discriminate extends to admission and employment;
2. A statement that inquiries concerning the application of Title IX may be referred to the University's Title IX Coordinator or to the Office for Civil Rights of the U.S. Department of Education, or both;
3. The name or title, office address, email address, and telephone number of the employee or employees designated as the Title IX Coordinator(s);
4. How to locate the University's Title IX Policy and grievance procedures;
5. How to report information about conduct that may constitute Sex Discrimination; and
6. How to make a Complaint about Sex Discrimination.

## **B. Dissemination of Notice**

The notice must be widely distributed to all students, employees, applicants for admission and employment, and other relevant persons (including all unions or professional organizations holding collective bargaining or professional agreements with the University). The notice must be prominently displayed on the University's website and in publications of general distribution that provide information to students and employees about the University's services and policies, including each handbook, catalog, announcement, bulletin, and application that it makes available to persons entitled to a notification. If necessary because of limitations in the format or size of any publication, the University may substitute a shortened statement that the University prohibits discrimination on the basis of sex, and that individuals may report concerns or questions to the Title IX Coordinator and provide the location of the full notice on the University's website. The University may not distribute or publish any statement that it treats applicants, students, or employees differently on the basis of sex, except as permitted by Title IX.

## **XX. RESPONSE TO INFORMATION ABOUT SEX DISCRIMINATION**

The University must respond promptly and effectively when it receives knowledge of conduct that may reasonably constitute Sex Discrimination or Retaliation in its Education Program or Activity.

1. **Monitoring.** The Title IX Coordinator must:
  1. Monitor the Education Program or Activity for barriers to reporting information about conduct that reasonably may constitute Sex Discrimination; and
  2. Take steps reasonably calculated to address such barriers.
  
2. **Notification Requirements.** All University employees must notify the Title IX Coordinator or provide Students or other persons with the contact information of the Title IX Coordinator under the following circumstances:
  1. **Pregnancy or Related Conditions** – If a Student, or a person who has the legal right to act on behalf of the Student, informs any employee of the Student's Pregnancy or Related Conditions, the employee must provide that person with the Title IX Coordinator's contact information and inform them that the Title IX Coordinator can coordinate specific actions to ensure equal access and prevention of discrimination. An employee need not provide the Title IX Coordinator's contact information if the employee reasonably believes that the Title IX Coordinator has been notified.

2. **Sex Discrimination** – When an employee becomes aware of information about conduct that reasonably may constitute Sex Discrimination or Retaliation, the employee is required to take the following action based on their designation:
  - a. **Confidential Employees** must inform any person who communicates information about conduct that may reasonably constitute Sex Discrimination that they are Confidential Employees, circumstances in which they are not required to notify the Title IX Coordinator about conduct that reasonably may constitute Sex Discrimination, how to contact the Title IX Coordinator and how to initiate a Complaint, and that the Title IX Coordinator may be able to offer and coordinate Supportive Measures as well as initiate an informal resolution process or investigation under the grievance procedures.
  - b. **Responsible Employees** must notify the Title IX Coordinator when they obtain information about conduct that may reasonably constitute Sex Discrimination, within twenty-four (24) hours of obtaining the information. Failure to make a timely report will result in discipline.
3. **Response to Notification.** Upon receiving from an employee notification of conduct that may reasonably constitute Sex Discrimination or Retaliation, the Title IX Coordinator must:
  1. Treat the Complainant and Respondent equitably;
  2. Offer to coordinate Supportive Measures, as appropriate;
  3. Notify the Complainant (or if the Complainant is unknown, the person who reported the information) of the University's grievance procedures.
4. **Emergency Removal.** The University may remove a Respondent from the University's Education Program or Activity on an emergency basis, provided that the University:
  1. Undertakes an individualized safety and risk analysis;
  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 Discrimination justifies removal; and
  3. Provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

## **SALISBURY UNIVERSITY PROCEDURES FOR INVESTIGATING AND ADJUDICATING SEX DISCRIMINATION**

### **I. PRIVACY AND CONFIDENTIALITY**

The University understands that Parties and Witnesses often desire confidentiality. The OIE will only disclose information to individuals who need to know and/or are allowed to know by law or this Policy and Procedures. The University will take reasonable steps to protect the privacy of the Parties and Witnesses during the process, provided that steps do not restrict the ability of the Parties to obtain and present evidence, consult with others, or otherwise prepare for or participate in the process.

### **II. TIMELINES**

The OIE strives to resolve all complaints within reasonably prompt time frames depending on the nature, extent, and complexity of the allegations and resolution. The University will make good faith efforts to complete investigations and adjudications, including appeals and informal resolution processes, within one hundred and twenty (120) Days. The OIE will communicate regularly with the Parties to update them on the progress and timing of the resolution processes, including any temporary delays and/or extensions for good cause. The Title IX Coordinator and/or designee(s) may grant good cause extensions and/or delays throughout the resolution processes, and the Parties will be notified in writing and given the reason(s) for the extensions and/or delays. Factors considered in granting or denying an extension may include considerations such as, but not limited to, the following: the absence of a Party, a Party's Advisor, or a Witness; concurrent law enforcement activity; or the need for language assistance or accommodations of disabilities.

### **III. RIGHTS TO SUPPORT PERSON AND ADVISOR**

A Party may be accompanied to any meeting held by the Title IX Coordinator or designee under these Procedures by up to two (2) people, including one (1) Support Person, and one (1) Advisor. When a Party wishes to be accompanied by a Support Person or Advisor to a meeting, the Party must notify the OIE at least twenty-four (24) hours in advance.

Throughout the process, the Title IX Coordinator or designee will communicate and correspond directly with the Parties, not indirectly through a Support Person or Advisor.

Prior to meetings and Hearings, all Support Persons and Advisors must review non-Party participation requirements, which define their respective roles, appropriate decorum, and confidentiality obligations relative to the proceedings. These requirements can be obtained from

the OIE. They are also available online at the OIE website. Parties must ensure that their Support Persons and Advisors follow these non-Party participation requirements.

#### **IV. PROCEDURES FOLLOWING REPORTS OF SEX DISCRIMINATION**

##### **A. Reporting Sex Discrimination**

Any person may report Sex Discrimination in person, by mail, by telephone, or by email, 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. Such a report may be made at any time (including during nonbusiness hours) by using the telephone number or email address or by mail to the office address listed for the Title IX Coordinator.

##### **B. Receipt of Report of Sex Discrimination**

Upon receipt of a report alleging Sex Discrimination from a Complainant, the OIE will provide written acknowledgement of receipt of the report to the Complainant, if known, which includes a copy of this Policy, options for resolution processes of the report, and rights and responsibilities. The Complainant will be informed of available community and campus resources and services; Supportive Measures; their right to a Support Person and the Support Person's role; their right to an Advisor and the Advisor's role; their right to file a report with law enforcement; and the University's prohibition against Retaliation.

If the report is received from a third party, meaning someone who is not the Complainant or the Respondent, the OIE will provide written acknowledgement of receipt of the report to the third party and take appropriate action as the information provided allows.

Receipt of a report alleging Sex Discrimination shall not constitute the initiation of a Complaint.

##### **C. Intake and Initial Assessment of Report**

The OIE will contact the Complainant to schedule an Intake. During the Intake, the Complainant will have an opportunity to ask questions about options and resources and seek additional information. The OIE will attempt to gather information that, in consultation with other appropriate University offices, will enable the OIE to:

1. Assess the nature and circumstances reported;
2. Assess jurisdictional concerns regarding each Party;
3. Assess the safety of the Complainant and of the University community;
4. Implement any appropriate Supportive Measures;

5. Assess the Complainant's expressed preference regarding resolution, including any request that no further action be taken; and
6. Assess the reported conduct for possible referral to SUPD or other applicable law enforcement agency (including for Clery Act compliance).

Following the Intake, the OIE will conduct an Initial Assessment to determine whether the reported conduct constitutes a potential violation of this Policy.

The Complainant can choose whether or not to participate in the Intake and Initial Assessment process. If the Complainant opts not to participate, the OIE may be limited in its ability to assess the report.

#### **D. Supportive Measures**

The University, on its own or at a Party's request, will offer Supportive Measures.

The OIE will also advise Parties of existing options for counseling, health, mental health, victim advocacy, and other services available on and off campus. [A list of available resources](https://www.salisbury.edu/administration/institutional-equity/files/document-library/ResourceDocumentList.pdf) is located at:

<https://www.salisbury.edu/administration/institutional-equity/files/document-library/ResourceDocumentList.pdf>.

The Title IX Coordinator is responsible for coordinating the effective implementation of remedies, including Supportive Measures.

The University will not disclose information about 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, restore or preserve the Party's access to the Education Program or Activity, or when an exception applies.

Supportive Measures *may* include, but are not limited to:

1. ***No Contact Orders*** (this is an official University directive that serves as notice to an individual that they must not have verbal, electronic, written, or third-Party communications with another individual).
2. ***Academic accommodations***
  - a. Assistance in transferring to another section of a lecture or laboratory
  - a. Assistance in arranging for incompletes



- b. Assistance with leave of absence
  - c. Assistance with withdrawal from coursework
  - d. Assistance with withdrawal from campus
  - e. Rearranging course schedules
  - f. Rescheduling exams
  - g. Extensions of deadlines
  - h. Retaking a course
  - i. Dropping a course
  - j. Academic support; tutoring
  - k. Facilitating adjustments so Complainants and Respondents do not share courses
  - l. Assisting a person in communicating with faculty
3. ***Housing accommodations***
- a. Facilitating changes in on-campus housing locations
  - b. Assistance in exploring alternative housing off-campus
4. ***Employment accommodations***
- a. Alternate University employment
  - b. Different work shifts
  - c. Temporary assignment, if appropriate, to other work duties and responsibilities, or other work locations, or other work groups/teams or alternative supervision/management
  - d. Arranging to take a leave from employment
5. ***Safety***
- a. Transportation and parking arrangements or accommodations
  - b. Safety planning, including use of campus escort services
  - c. Increased security and monitoring of certain areas of campus
  - d. Assistance in making a report to law enforcement or obtaining a protective order
6. ***Other***
- a. Assistance with exploring changes in dining options
  - b. Assistance in arranging appointments with University resources
  - c. Assisting a person in requesting that directory information be removed from public sources
  - d. Facilitating assistance for an individual to obtain medical, advocacy, legal, financial aid, visa and immigration, and therapy services

OIE will promptly inform the Respondent (if they are a member of the University community) of any Supportive Measures that will directly impact the Respondent and provide an opportunity for the Respondent to respond. The University will provide the Parties with a timely opportunity to

seek, from an appropriate and impartial decision-maker, modification, or reversal of the decision to provide, deny, modify, or terminate Supportive Measures applicable to them. The impartial decision-maker must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial decision-maker determines that the initial decision to provide, deny, modify, or terminate the Supportive Measures was inconsistent with the definition of Supportive Measures. The University will also provide a Party with the opportunity to seek additional modification or termination of a Supportive Measure applicable to them if circumstances change materially. Parties may contact the appropriate Appeal Officer to address any concerns.

Supportive Measures may remain in effect until the University's final resolution of the Complaint. Supportive Measures may be extended, as needed, after the final resolution.

### **E. Initiation of Complaints**

Upon notification by a Complainant or an employee<sup>17</sup> of information about conduct that reasonably may constitute Sex Discrimination or Retaliation, the Title IX Coordinator will:

1. Initiate grievance procedures in response to a Complaint; or
2. In the absence of a Complaint or the withdrawal of any of the allegations in a Complaint, determine whether to initiate a Complaint of Sex Discrimination or Retaliation in consideration of, at a minimum, the following factors:
  - a. Whether the Complainant has requested not to proceed with the Complaint;
  - b. The Complainant's reasonable safety concerns regarding initiating a Complaint;
  - c. The risk that additional acts of Sex Discrimination or Retaliation would occur if a Complaint is not initiated;
  - d. The severity of the alleged Sex Discrimination or Retaliation, including whether the discrimination, if established, would require the removal of the Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent recurrence;
  - e. The age and relationship of the Parties, including whether the Respondent is an employee;
  - f. The scope of the alleged Sex Discrimination or Retaliation, including information suggesting a pattern, ongoing Sex Discrimination or Retaliation, or

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<sup>17</sup> A Complaint of Sex Discrimination other than Sex-Based Harassment may also be initiated by (1) any student or employee; and (2) any person other than a student or employee who was participating in or attempting to participate in the University's Education Program or Activity at the time of the alleged Sex Discrimination.

- Sex Discrimination or Retaliation alleged to have impacted multiple individuals;
- g. The availability of evidence to assist a decision-maker in determining whether sex discrimination occurred; and
  - h. Whether the University could end the alleged Sex Discrimination or Retaliation and prevent its recurrence without initiating grievance procedures.
3. 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 the University from ensuring equal access on the basis of sex to its Education Program or Activity, the Title IX Coordinator may initiate a Complaint. If the Title IX Coordinator initiates a Complaint, the Title IX Coordinator will notify the Complainant prior to doing so and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing Supportive Measures.

The Title IX Coordinator need not initiate a Complaint or consider the factors above if the Title IX Coordinator reasonably determines that the conduct as alleged could not constitute Sex Discrimination or Retaliation.

#### **F. Dismissal of Complaints<sup>18</sup>**

1. The University may dismiss a Complaint for any of the following reasons:
  - a. The University is unable to identify the Respondent after taking reasonable steps to do so;
  - b. The Respondent is not participating in the Education Program or Activity or is not employed by the University;
  - c. The Complainant voluntarily withdraws any or all of the allegations in the Complaint (in writing), the Title IX Coordinator declines to initiate a Complaint on behalf of the University, and the University determines that without the Complainant's withdrawn allegations any conduct that remains would not constitute Sex Discrimination, if proven;
  - d. The University determines that the conduct alleged, if proven, would not constitute Sex Discrimination, after taking reasonable steps to clarify the allegations with the Complainant.

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<sup>18</sup> Dismissal under this Policy does not preclude a referral to another University process and/or office, as appropriate.

2. Upon dismissal, the University will promptly notify the Complainant of the basis of the dismissal and the opportunity to appeal.
3. Upon dismissal, if the dismissal occurs after the Respondent has been notified of the allegations, the University will promptly notify the Respondent of the basis of the dismissal and the opportunity to appeal.
4. The following are permitted bases for appeal:
  - a. Procedural irregularity that would change the outcome;
  - b. New evidence that would change the outcome that was not reasonably available when the determination was made;
  - c. The Title IX Coordinator, Investigator, or decision-maker had a conflict of interest or bias that would change the outcome.
5. If a dismissal is appealed, the Institution will:
  - a. Notify the Parties, including providing notice of the allegations to the Respondent if not previously notified;
  - b. Implement appeal procedures equally for the Parties;
  - c. Ensure that the appeal decision-maker has received training and did not participate in the investigation or dismissal;
  - d. Provide the Parties a reasonable and equal opportunity to make a statement in support of or challenging the outcome; and
  - e. Notify the Parties of the result of the appeal and the basis for the result.
6. Upon dismissal, the Title IX Coordinator will offer Supportive Measures to the Complainant or Respondent, as appropriate.
7. Upon dismissal, the Title IX Coordinator will take appropriate and prompt steps to ensure that Sex Discrimination does not continue or recur.

#### **G. Notice of Investigation**

Upon initiation of a Complaint, the University will provide written notice to known Parties of the following (in addition to the notices provided in section XI of the Policy):

1. The investigation and adjudication process, including any informal process available;
2. The allegations, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. "Sufficient details" include the identities of the Parties, if known, the conduct allegedly constituting Sex Discrimination, and the dates and locations of the alleged incidents, if known;
3. That Retaliation is prohibited;
4. That the Parties are entitled to an equal opportunity to present and access Relevant and not otherwise Impermissible Evidence;

5. That the Respondent will have a timeframe of five (5) Days to submit an answer to the allegations to the Investigator.
6. A Statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Adjudication process;
7. That the Parties may have an Advisor of their choice, who may be an attorney;
8. If Parties do not select an Advisor of their choice, the University will provide a trained Advisor for the Hearing;
9. That the Parties may have a Support Person of their choice;
10. That University Policy prohibits knowingly making false statements or knowingly submitting false information during the investigation and adjudication;
11. That the Parties will be provided with written notice of any additional allegations added after this initial Notice; and
12. The range of potential Sanctions associated with the alleged Sex Discrimination.

## **H. Consolidation of Complaints**

The 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 the other Party, where the allegations of Sex Discrimination arise out of the same facts or circumstances.

## **I. Informal Resolution Process**

Informal resolution can encompass a variety of approaches agreed to by the Parties including, but not limited to, mediation, Respondent acknowledgment of responsibility, and/or negotiated interventions and Remedies facilitated by the Title IX Coordinator and/or designee(s).

The Title IX Coordinator and/or designee(s) has the discretion to determine whether a Complaint is appropriate for informal resolution and which resolution approach is best utilized given the specifics of the Complaint. The Title IX Coordinator and/or designee(s) retains discretion to terminate an ongoing informal resolution process at any time, at which point the Title IX Coordinator and/or designee(s) will make a determination as to next appropriate steps. The Title IX Coordinator and/or designee(s) will inform both Parties simultaneously in writing of the reason(s) for terminating an informal resolution process.

## **Informal Resolution Permitted**

At any time prior to reaching a determination regarding responsibility, the University may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication.

1. The University will obtain the Parties' voluntary, written consent to proceed with the informal resolution process. The University will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of Complaints of Sex Discrimination.
2. The University will not require the Parties to participate in an informal resolution process.
3. The University will provide the Parties a written notice disclosing:
  - a. the allegations;
  - b. the requirements of the informal resolution process including that at any time prior to the Parties' agreement to a resolution, any Party may withdraw from the informal resolution process and initiate grievance procedures;
  - c. that the Parties' agreement to a resolution at the conclusion of the informal resolution process precludes the Parties from initiating or resuming grievance procedures arising from the same allegations;
  - d. the potential terms that may be requested or offered in an informal resolution agreement, including a notice that the agreement is binding only on the Parties; and
  - e. what information will be maintained by the Institution and how the Institution could disclose such information for use in grievance procedures, if initiated or resumed.
4. The University will not offer or facilitate an informal resolution process to resolve allegations of Sexual Assault or Sexual Coercion.
5. The University will not use the same facilitator for informal resolution to investigate or decide a matter under the grievance procedures.
6. The University will require that any person designated to facilitate an informal resolution process not have a conflict of interest or bias for or against Complainant or Respondent.
7. If agreed to by the Parties and determined appropriate, the following informal resolution interventions and remedies may be utilized, including but not limited to:
  - a. Increased monitoring, supervision, and/or security at locations or activities where the Sex Discrimination occurred or is likely to reoccur;
  - b. Targeted or broad-based educational programming or training for relevant individuals or groups;
  - c. Academic and/or housing modifications for either Party;
  - d. Workplace modifications for either Party;

- e. Completion of projects, programs, or requirements designed to help the Respondent manage behavior, refrain from engaging in Sex Discrimination, and understand why the Sex Discrimination is prohibited;
  - f. Compliance with no contact orders which may limit access to specific University buildings or areas or forms of contact with particular persons;
  - g. Completion of community service hours over a specific period of time; and
  - h. Separation from the University.
8. When an informal resolution agreement is reached and the terms of the agreement are implemented, the matter is resolved and closed. Appeals by either Party are not permitted. The Title IX Coordinator and/or designee(s) is responsible for ensuring compliance with the informal resolution.
  9. In cases where an agreement is not reached and the Title IX Coordinator and/or designee(s) determines that further action is necessary, or if either Party fails to comply with the terms of the informal resolution, the matter may be referred for an investigation and adjudication and/or dismissal under these Procedures, as appropriate.
  10. The Parties will be provided with a written copy of the terms of the informal resolution agreement. The Title IX Coordinator and/or designee(s) will maintain all records regarding informal resolution.

## **J. Investigation Process**

When investigating a Complaint, the below procedures will be utilized.

### **1. Presumption of Not Responsible**

Respondents are presumed not responsible for any and all allegations until the University provides the Parties with the written determination following any appeal if an appeal is filed, or if an appeal is not filed, on the date on which an appeal would no longer be considered timely.

### **2. Notice of Rights and Responsibilities**

Each Complainant and Respondent must review and sign the *Notice of Rights and Responsibilities*. The Investigator will verify that the Parties have received, reviewed, and signed their *Notice of Rights and Responsibilities* and have been provided with a copy of the Policy and Procedures to ensure the Parties have adequate information about the investigation and adjudication. The Investigator will also ensure that both Parties have had

an opportunity to ask and receive answers to any questions. If either Party refuses to review and sign their *Notice of Rights and Responsibilities* or declines the opportunity to meet with the Investigator to ask and receive answers to any questions, these refusals will be documented in the case file.

### **3. Role of the Investigator**

The Title IX Coordinator and/or designee(s) will designate an Investigator to conduct a prompt, thorough, fair, and impartial investigation.

### **4. Standard of Proof**

The standard of proof for a determination of responsibility under this Policy is preponderance of the evidence. The burden is on the University—not on the Parties—to conduct an investigation that gathers sufficient evidence to determine whether Sex Discrimination occurred.

### **5. Evidence**

The investigation is an impartial fact-gathering process. It is an important stage of the process in which both Parties have an opportunity to be heard regarding the Complaint. During the investigation, the Investigator will speak separately with both Parties and any other individuals who may have Relevant information. The Parties will each have an equal opportunity to present Witnesses (including fact and expert Witnesses, at their own expense) and other inculpatory and exculpatory evidence.

The University will review all evidence gathered through the investigation and determine what evidence is Relevant and what is Impermissible Evidence regardless of relevance.

The 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. The University will provide an equal opportunity to access either the Relevant and not Impermissible Evidence. The University will provide a reasonable opportunity to respond to the evidence.

During the hearing, the Hearing Panel will objectively evaluate all Relevant evidence—including both inculpatory and exculpatory evidence—and credibility determinations will not be based on a person's status as a Complainant, Respondent, or Witness.



Parties are not restricted from discussing the allegations; however, if Parties do this, Investigators may take such actions into account as it could impact a Witness's ability to provide an independent account and/or jeopardize the integrity of the information provided by a Witness.

## **6. Impermissible Evidence**

The University will not elicit, consider, require, rely upon, allow, disclose, or otherwise use any of the following as evidence (Impermissible Evidence), regardless of whether it is Relevant:

1. Information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege;
2. Records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the treatment of a Party or Witness, unless the University obtains that Party's or Witness's voluntary, written consent to do so.
3. A Student's history of mental health counseling, treatment, or diagnosis, unless the Student consents.
4. Evidence relating to a Complainant's sexual interests or prior sexual conduct, except the following is permitted:
  1. Evidence about the Complainant's prior sexual conduct that is offered to prove that someone other than the Respondent committed the alleged conduct; or
  2. Evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to alleged Sex-Based Harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply that the Complainant's consent occurred in the events alleged.
5. Evidence relating to a Respondent's prior sexual history with an individual other than a Party to the proceedings, except to prove prior sexual misconduct; support a claim that a student has an ulterior motive; or impeach a student's credibility after that student has put his or her own prior sexual conduct at issue.

## **K. Proposed Investigation Report**

At the conclusion of the investigation, the Investigator will provide a written investigation report (the "Proposed Investigation Report") that provides a case timeline, appropriately summarizes the information gathered (including, but not limited to, the names of Witnesses and summaries of their

statements), and all evidence; including a section identifying information that was gathered during the investigation, but was not be included in the Final Investigation Report.

The Parties will be given an equal opportunity to review and respond to the Proposed Investigation Report. Parties will have ten (10) Days to review the Proposed Investigation Report and all Relevant and not otherwise Impermissible Evidence. Parties will have the opportunity to submit a written response, including submitting comments, information, and/or questions to the Investigator. If there is any new or additional information to be provided by either Party, it must be presented to the Investigator at this time.

If further investigation is warranted based on the Parties' written responses, the Investigator will continue the investigation and share any resultant changes to the investigative report with the Parties, allowing ample time to respond. The Investigator will consider the Parties' written responses prior to completing the Final Investigation Report.

#### **L. Final Investigation Report**

Upon timely receipt of the Parties' written responses, or after the ten (10) Day review period has lapsed with no written responses, the investigation ends. The Investigator will complete the Final Investigation Report. The Final Investigation Report will contain summaries of all relevant information obtained throughout the course of the investigation and analysis of fact. The Final Investigation Report will be submitted to the Hearing Panel.

Following completion of the Final Investigation Report, the Title IX Coordinator or designee will communicate separately with each Party.

The Title IX Coordinator or designee will provide each Party with a confidential copy of the Final Investigation Report, including all attachments and explain the next steps in the process.

Each Party will be allowed ten (10) Days to submit a written response to the Final Investigation Report, which will be considered by the Hearing Panel. Exceptions may be made during times when the University is not in session or other circumstances. All written responses will be shared with the other Party prior to the Hearing.

In order to protect the confidentiality of all individuals involved, all materials shared with the Parties are considered confidential and should not be publicly disclosed or released. Failure to prevent unauthorized disclosure may result in appropriate disciplinary action, up to and including, dismissal, or termination employment.

## **M. Hearing Procedures**

1. The University will provide the Parties with written notice of the specific charges, a list of members of the Hearing Panel, and a Hearing date at least five (5) Days in advance of the Hearing. Hearing dates are scheduled in consultation with the Parties whenever possible.
2. If a Party does not have an Advisor present at the Hearing stage of the process, the University will provide one free of charge for the purpose of conducting all questioning on behalf of that Party. When able, Parties must notify the Title IX Coordinator at least two (2) Days prior to the Hearing if an Advisor is needed from the University.
3. The University will notify all Witnesses interviewed during the investigation of the date and time of the Hearing. The Hearing Panel may also request the presence of additional Witnesses.
4. The Hearing Panel will conduct the Hearing with all Parties and Witnesses virtually, with technology enabling participants simultaneously to see and hear each other.
5. All Hearings are closed to the public.
6. Hearings will be recorded or transcribed by the University. No other recordings will be permitted. Recordings and transcripts are maintained by the University. Parties may submit a written request to inspect and review the recording or transcript.
7. All evidence subject to the Parties' inspection and review will be available at the Hearing to give each Party equal opportunity to refer to such evidence during the Hearing, including for purposes of cross-examination.
8. The Hearing Panel may question the Investigator.
9. Each Party's Advisor may question the Investigator.
10. Each Party may provide a brief opening statement.
11. The Hearing Panel may ask questions of the Parties.
12. Each Party's Advisor will be provided an opportunity to question the other Party and any Witnesses. Questioning will be conducted directly, orally, and in real time by the Party's Advisor only. Parties may not question each other or witnesses directly.
13. Before a Complainant, Respondent, or Witness answers a question, the Hearing Panel must first determine whether the question is Relevant and would not elicit Impermissible Evidence and explain any decision to exclude a question. The Chair will relay any determinations related to questions.
14. Any question that is Relevant and would not elicit Impermissible Evidence will be asked except questions that are unclear or harassing in nature. Parties will be given the opportunity to clarify questions.
15. The Hearing Panel may choose to place less or no weight on statements by a Party or Witness who refuses to respond to questions deemed Relevant that would not elicit Impermissible Evidence. The Hearing Panel will not draw an inference about whether

Sex Discrimination occurred based on a Party's or Witness's refusal to respond to such questions.

16. Each Party will have the opportunity to make a brief closing statement.

#### **N. Written Determination**

The Hearing Panel Chair will provide the Parties with a written determination at the same time. The written determination will include:

1. A description of the allegations;
2. Information about the policies and procedures that the University used to evaluate the allegations;
3. The Hearing Panel's evaluation of Relevant and not otherwise Impermissible Evidence and determination whether Sex Discrimination occurred, by a preponderance of the evidence;
4. If the Hearing Panel finds that Sex Discrimination occurred, any disciplinary Sanctions that will be imposed and any Remedies that will be provided; and
5. The procedures for appeal.

#### **O. Disciplinary Sanctions, Remedies, and Other Responsive Actions**

The University may take responsive action based on a determination of responsibility for a violation of the Policy. Responsive action is intended to eliminate sex discrimination, prevent its recurrence, and promote accountability while supporting the University's educational mission and legal obligations. Responsive action may include Sanctions, Remedies, or other responsive action including rehabilitation, educational, restorative, or monitoring components.

The Title IX Coordinator will coordinate the implementation of Remedies, coordinate the imposition of any disciplinary Sanctions, including notification to the Complainant of any disciplinary Sanctions imposed upon the Respondent, and take other prompt and appropriate steps to ensure that the Sex Discrimination or Retaliation does not continue or recur.

The University may not discipline a Party, Witness, or others participating in the process for making a false statement or engaging in consensual sexual conduct based solely on the Hearing Panel's determination whether or not Sex Discrimination occurred.

The University will not publicly disclose personally identifiable information about the Parties or the written determination (including any Sanctions) except as required by law.

**1. The range of Sanctions and other responsive actions that may be imposed upon the Respondent include but are not limited to the following:**

- a. **For students:** Sanctions range from a warning up to and including separation from the University (suspension or dismissal), depending on the nature and severity of the incident, the University's sanctioning guidelines, the student's previous disciplinary history, the impact of the student's behavior, and mitigating and/or aggravating circumstances.
  - i. **Dismissal:** A Student who has been dismissed from the University is permanently prohibited from participating in any University activities, academic or otherwise, and will be restricted from all University property and University-sponsored activities, including University-affiliated housing.
  - ii. **Suspension:** A Student who has been suspended from the University may not participate in any University activities, academic or otherwise, for a specific period of time, and will be restricted from all University premises and activities, including University-affiliated housing. A suspended Student who wishes to re-enroll must apply for readmission to the University and must also contact Student Accountability and Community Standards, who will meet with the Student and determine whether any and all requirements for readmission have been satisfactorily completed. Suspension may be deferred for a specified period of time, typically in the final weeks of the semester, at the Hearing Authority's discretion. During the period of deferred suspension, the Student is restricted to: a) academic activities, and b) non-academic activities specifically approved by the Student Accountability and Community Standards. A Student who is found responsible for violating the Code of Community Standards while under deferred suspension will be given immediate Suspension or Dismissal.
  - iii. **Probation:** Probation notifies a Student that they must avoid any further violations of the Code of Community Standards for a specified period of time and includes the probability of more severe disciplinary Sanctions, including suspension or dismissal, if the Student is found in violation of the Code of Community Standards during the probationary period. Students on probation are not in good standing with the University; therefore, certain co-curricular activities may be prohibited to a Student while on probation. A Student will remain on disciplinary probation status, through the date indicated or until the date all assigned Sanctions have been completed, whichever occurs later.

- iv. **Warning:** A warning notifies a Student that their actions are inconsistent with the standards of behavior set forth in the Code of Community Standards. A warning has no immediate effect upon a Student's status at the University. However, once given a warning, Students should expect more severe outcomes to result from any subsequent violations.
  - v. *In addition to Status Sanctions specified above, the students may be assigned one or more of the requirements below:*
    - i. **Educational Sanctions:** Educational Sanctions are learning opportunities, including, but not limited to, written papers, drug and alcohol education, and program attendance, designed to be completed by the Student.
    - ii. **Interventions:** Interventions are structured opportunities to prompt changes to Student behavior and prevent further misconduct, including, but not limited to, parental notification, alcohol and drug assessment and/or behavioral health assessment to be completed by a qualified professional and released to an appropriate University official.
    - iii. **Restorative Sanctions:** Restorative Sanctions are opportunities for Students to take action to address the impact of their behavior, including, but not limited to, sanctioned service, letters of apology, and restitution.
    - iv. **Bans, Restrictions, Deactivations, and Loss of Privileges:** Bans, deactivations, and loss of privileges include, but are not limited to, restrictions of access to University services, activities, facilities, registration, privileges, or benefits applied at the discretion of the Case Administrator in response to the Student's behavior to ensure the safety of the campus community and/or maintain the order of the University and its operations.
    - v. **Fines:** Previously established and published fines may be imposed for certain violations of University policy, including, but not limited to, the Code of Community Standards, the Housing Contract, the Smoke-Free Campus Policy, and Traffic Rules and Regulations.
- b. **For Employees:** Sanctions range from a written reprimand up to and including termination of employment, depending on the circumstances and nature of the violation. Any disciplinary action will be consistent with other procedures or protections that individuals may be subject to and/or entitled to on the basis of their employment status. Sanctions include:

- i. Education and training
- ii. Written reprimand
- iii. Denial of Access to campus buildings
- iv. Reassignment
- v. Suspension without pay
- vi. Termination from employment.

**b. The following factors will be considered before imposing Sanctions and other responsive action on a Respondent:**

- i. The nature and degree of violence involved in the conduct at issue;
- ii. The impact of the conduct on the Complainant;
- iii. The impact of the conduct on the community and/or the University;
- iv. Prior relevant misconduct by the Respondent;
- v. Maintenance of a safe and respectful environment conducive to working and learning;
- vi. Protection of the University community; and
- vii. Any other mitigating, aggravating or compelling circumstances appropriate to reaching a just and appropriate resolution.

**2. The range of Remedies that may be provided to a Complainant:**

The University may provide reasonable Remedies to a Complainant based on a determination of responsibility for a violation of the Policy. The range of Remedies that may be provided to a Complainant include, but are not limited to:

**a. For students:**

- i. **Supportive measures:** Such as extended coursework deadlines, flexible deadlines, change of venue for taking a test or exam, change in test or exam date and/o retaking of a test or exam;
- ii. **Academic accommodations:** Such as retroactive drop from a particular course, retroactive withdrawal from a semester, policy exemption requests and/or tuition reimbursement;
- iii. **Additional accommodations:** Such as a no contact order, denial of access, housing accommodation; course schedule changes, counseling and/or referral to outside agencies.

**b. For staff:**

- i. **Supportive measures:** Such as reassignment to a different shift, location, supervisor or work unit.

- ii. **Additional accommodations:** Such as counseling and/or referral to outside agencies.
- c. **For faculty:**
  - i. **Supportive measures:** Such as reassignment of duties, change in work location, change in service assignments, change in reporting structure.
  - ii. **Additional accommodations:** Such as counseling and/or referral to outside agencies.

**3. In the event of a written determination that Respondent violated the Policy and Remedies provided to the Complainant are warranted, the following will occur:**

- a. The Complainant will be invited to meet confidentially with the Title IX Coordinator or designee following the issuance of the written determination to discuss Remedies.
- b. Remedies will be provided to the Complainant on a confidential basis.
- c. The written determination issued by the Hearing Panel Chair will not include specific Remedies provided to the Complainant but will state whether Remedies will be provided.
- d. Remedies are considered confidential and the Respondent will not have access to specific information about what Remedies will be provided except to the extent that the Remedies are punitive and burden the Respondent.
- e. Remedies may not be appealed by either Party.
- f. The University will not publicly disclose personally identifiable information about the Parties, the written determination or the Sanctions except as required by law.

**P. Appeals**

- 1. Either Party may submit an appeal in writing to the Title IX Coordinator within five (5) Days of receipt of the written determination or within five (5) Days of the dismissal of a Complaint.
- 2. Appeals are limited to the bases listed below.
  - a. **Procedural Irregularity that would change the outcome.** A procedural irregularity may include, but is not limited to, a failure to follow these Procedures; a failure to objectively evaluate all Relevant evidence, including inculpatory or exculpatory evidence; or a problem with the determination regarding what evidence was excluded as irrelevant;
  - b. **New Evidence** that would change the outcome that was not reasonably available when the determination was made;



- c. **Conflict of Interest.** The Title IX Coordinator, Investigator, or Hearing Panel 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; or
  - d. **Substantially Disproportionate Sanction (Applicable ONLY to a written determination).** The Sanction is substantially disproportionate to the facts of the particular Policy violation.
3. **Appeal Officers.**
- a. Appeals will be reviewed by an Appeal Officer (“AO”). The AO shall be free from conflicts of interest or bias and will have had no previous involvement with the case that they are assigned to review.
    - i. The Vice President of Student Affairs or designee has the authority to review appeals of either Party relating to the outcome in a Sex Discrimination matter where a student is a Respondent.
    - ii. The appropriate Vice President overseeing a Non-Student Respondent has the authority to review appeals of either Party relating to the outcome in a Sex Discrimination matter.
  - b. The Appeal Officer will notify the Parties if a Party files a written appeal statement and will provide the other Party with a copy of the appeal statement. The other Party will be given five (5) Days from receipt of the other Party’s written appeal statement to submit a written appeal statement in response.
  - c. The Appeal Officer will issue a written decision, including a rationale, which shall be shared with both Parties, within fifteen (15) Days of the submission of the written appeal statement.
  - d. The Appeal Officer may affirm or reject the determination or decision. If the appeal is granted by the Appeal Officer, the case may be returned for further investigation or adjudication by a new Hearing Panel, as appropriate.
  - e. The written decision by the Appeal Officer is final and is not subject to further appeal.
4. After all review processes are concluded or when the time for filing an appeal has expired and neither Party has submitted an appeal, the Title IX Coordinator or designee shall notify the Parties simultaneously of the final outcome.
5. A written determination becomes final on the date that the University provides the Parties with the written determination of the result of any appeal, or if no Party appeals, the date on which an appeal would no longer be considered timely.