



**Colgate Rochester Crozer**  
DIVINITY SCHOOL

**STUDENT  
HANDBOOK  
2022-2023**

The *Student Handbook* provides information about academic and other student-related matters for those who participate in the Colgate Rochester Crozer Divinity School (CRCDS) community. It is an annual addendum to the catalogue issued by the School and contains within it the most current policies that guide and regulate our community life. Members of the community are responsible for knowing these policies and for abiding by them.

Consistent with the requirements and options under applicable law, the School reserves the right to revise the handbook and policies from it as the School administration deems appropriate.

## **Nondiscrimination Statement**

CRCDS prohibits discrimination on the basis of age, ancestry, citizenship, color, disability, domestic violence victim status, ethnicity, gender identity or expression, genetic information, marital status, military status, national origin, race, religion/creed, sex, sexual orientation, and veteran status and any other status protected by law, in connection with admissions, employment, and all services in the educational programs or activities the School operates and offers.

## **School Accreditation**

Colgate Rochester Crozer Divinity School operates under a charter of the New York State Board of Regents to award master's and doctoral degrees (New York State Board of Regents, New York State Education Department, 89 Washington Avenue, 5 North Mezzanine, Albany, New York 12234; 518-474-2593).

Accredited by the Commission on Accrediting of the Association of Theological Schools in the United States and Canada, and the following degree programs at CRCDS are approved:

- MDiv
- MA
- DMin

CRCDS is approved to offer comprehensive distance education. CRCDS became a fully accredited member of the Association of Theological Schools in the United States and Canada in 1938. The Commission on Accrediting of the Association of Theological Schools in the United States and Canada can be contacted at 10 Summit Park Drive, Pittsburgh, PA 15275; Tel: 412-788-6505; Fax: 412-788-6510; Web: [www.ats.edu](http://www.ats.edu).

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## **MISSION**

Colgate Rochester Crozer Divinity School forms students in theological and multi-religious studies to serve, care, and advocate for all peoples and the earth.

## **VISION**

Colgate Rochester Crozer Divinity School will be faithful to its distinctive Christian identity as the institution becomes a seminary of and for the community, committed to practices of peace, service and justice.



# STATEMENT OF EDUCATIONAL EFFECTIVENESS

## Statement of Educational Effectiveness

Colgate Rochester Crozer Divinity School (CRCDS) is committed to effective education and preparation for a variety of Christian ministries in the Church and justice work in society as well as preparing future scholars and leaders in academia. As a measure of educational effectiveness, recent master's level graduates (2019-2021) have the following placement rates:

58% Parish Ministry  
14% Chaplaincy/Counseling  
14% Higher Education  
14% Unknown/Miscellaneous

*(Source: Alumni/ae records)*

## 2021 Program Completion Rates

- The completion rate for the Master of Divinity degree program is 38% within six years.
- The completion rate for the Master of Arts degree program is 100% within four years.
- The completion rate for the Doctor of Ministry degree program is 71% within six years.

*(Source: Graduation Rates reported to the Association of Theological Schools during the 2021-22 Reporting Period)*

## 2020 Program Completion Rates

- The completion rate for the Master of Divinity degree program is 62% within six years.
- The completion rate for the Master of Arts degree program is 100% within four years.
- The completion rate for the Doctor of Ministry degree program is 29% within six years. *(Note: The Doctor of Ministry Program underwent a program review during the 2020-2021 academic year. Additional support is available for Doctor of Ministry students in the thesis writing process.)*

*(Source: Graduation Rates reported to the Association of Theological Schools during the 2020-21 Reporting Period)*

## 2019 Program Completion Rates

- The completion rate for the Master of Divinity degree program is 62% within six years.
- The completion rate for the Master of Arts degree program is 100% within four years.
- The completion rate for the Doctor of Ministry degree program is 100% within six years.

*(Source: Graduation Rates reported to the Association of Theological Schools during the 2019-20 Reporting Period)*

# **STUDENT RIGHTS AND RESPONSIBILITIES**

The central mission of CRCDS is to form students in theological and multi-religious studies to serve, care and advocate for all peoples and the earth. Members of the community - students, staff, and faculty of Colgate Rochester Crozer Divinity School are required to exercise mutuality, respect, and the highest standards of personal and academic integrity. Community members must exercise their personal rights and responsibilities in such a way as to be compatible with these values. The following document provides information about student rights and responsibilities.

## **Statement of Inclusiveness**

Ministry today is exercised in ecumenical and pluralistic contexts. Shaped by the Gospel principle that God is the Creator of all persons and of the whole world, CRCDS is mindful of the interdependence of the worldwide human community. In light of this and its own mission and vision, the Divinity School is committed to a policy of inclusiveness in all the dimensions of its life. It does not discriminate on the basis of race, gender, age, religion, physical ability, sexual orientation, economic privilege, ecclesiastical status, or any other status protected by law.

The Faculty is expected to be inclusive and nondiscriminatory in the language of lectures and classroom discussion. Course assignments, methodologies of theological and ministerial studies, and bibliographies are to include authors and sources that represent the full range of scholarship (i.e. gender, sexual and racial justice; Black religious thought and life; earth justice and spirituality; etc.).

Likewise, students are expected to be inclusive and nondiscriminatory in all their oral and written work (i.e., class discussions, examinations, research, and reflection papers). In research especially, students are expected to draw on a rich variety of resources, authors, and points of view.

Faculty and students are thereby expected to refer to God with a full range of images, to respect humankind in ways that include all persons, and to regard the church with an ecumenical and interreligious consciousness.

In keeping with the emphasis of the mission statement on an ecumenical community of faith and theological inquiry for all persons, and in keeping with the curricular emphasis on conversation, each course is designed in ways appropriate to the field of study, to be interdisciplinary and sensitive to the needs and concerns of all genders and of ethnically diverse communities, and inclusive of global perspectives. In the attempt to weave these emphases throughout each course, any language that demeans, degrades, debases, disvalues, humiliates, or harasses students because of their gender, race, class, or sexual orientation is unacceptable. Conversation is to be based on mutual respect and may not serve as a license to wound and injure others.

## **Statement on Student Conduct**

Students are full members of the CRCDS community of teaching, learning and worship. Their specific rights and responsibilities are delineated in official publications of the School, namely the Academic Catalogue and Student Handbook 2022-2023. By accepting admission to the school, students join a community ideally characterized by commitment to faith, free expression, free inquiry, intellectual honesty, respect for the dignity of others, and openness to constructive change. Community members

must exercise their rights and responsibilities in such a way as to be compatible with these values. Students who violate these standards of conduct will be subject to appropriate disciplinary action including reprimand, disciplinary probation, suspension, or dismissal. All students are expected to know and abide by this code of student conduct and to hold their families and guests to this Code of Student Conduct while on CRCDS premises.

This Code of Conduct is not intended to constitute a contract, express or implied, between any applicant, student, staff, or faculty member and CRCDS. The provisions of this Code of Conduct are subject to change without notice. This Code of Conduct is not intended to limit the authority, on the part of any CRCDS employee or staff member, or of its Vice Presidents, President, or Board to address behaviors covered under this Code of Conduct.

In the event a complaint is brought under this Code of Conduct, and another policy or rule of CRCDS likewise may apply to the same conduct, the President may, in the President's discretion, halt, delay, or limit proceedings under this Code, or take other appropriate action, so as to promote the efficient use of CRCDS resources, prevent the possibility of inconsistent results/proceedings, or prevent duplicative, unnecessary, or repetitious results/proceedings.

## **Student Code of Conduct**

CRCDS may take disciplinary action as it deems necessary should the code of conduct be violated. Violation of this standard shall include, but is not limited to:

1. Academic misconduct including, but not limited to, plagiarism or cheating;
2. Sexual assault or sexual misconduct;
3. Use of illegal drugs;
4. Abuse of any drugs;
5. Giving false statements to the Divinity School orally or in writing including, but not limited to, one's application for admission or registration or altering records;
6. Financial malfeasance;
7. Fighting; abusive language;
8. Theft of CRCDS or personal property;
9. Violation of CRCDS academic regulations and policies; and
10. Disrespect toward other students, faculty members, or employees.

Students involved in a civil infraction or crime are accountable to civil authorities but may also be subject to discipline by CRCDS.

## **Statement on Academic Dishonesty**

CRCDS expects and requires the highest standards of integrity in academic work as well as in personal and community relationships. Academic dishonesty undermines the very foundation of the enterprise in which we are engaged and threatens to deceive those who will eventually depend on the knowledge and integrity of the people who receive their preparation for ministry here. It therefore constitutes unacceptable behavior and conduct.

## Definition of Academic Dishonesty

*Cheating* – the breach of (pre-established) ground rules for completion of assignments, including examinations, by use of resources other than those which have been indicated as permissible.

It is assumed that examinations which are designed to test recall of a body of information and assimilation of that information by a student (“closed-book examinations”) do not permit the assistance of written material or assistance from other persons.

*Plagiarism* – the use of materials without proper acknowledgment of sources and submission as one’s own the ideas, words, and writings of another. Sources must be cited regardless of whether the material is quoted directly or paraphrased.

*Fabrication* – the submission of material that has, in fact, been produced by others or is the result of substantial assistance received from others but not noted as the product of such assistance.

*Duplication* – the submission, without prior permission, of portions of the same academic work in fulfillment of requirements for more than one course.

*Facilitating academic dishonesty* – participation in support of the above-named behaviors.

***Final assignments must be submitted through a plagiarism filter, which will report to your professor the percentage of your work that has not been properly cited or footnoted.*** Your attention to honoring requirements of academic writing is expected at CRCDS.

## Discipline

Persons who are found to have engaged in any form of academic dishonesty will be subject to disciplinary action. If cheating, plagiarism, fabrication, or duplication occurs, the student will automatically fail the course in which the incident occurred and may be dismissed from CRCDS or placed on academic probation. Facilitating the academic dishonesty of others will result in the same or similar consequences.

## Disciplinary Procedures

1. In order to preserve the integrity of the educational enterprise and to support the vast majority of students who maintain personal integrity in such matters, the faculty understands that it is committed to report to the Vice President for Academic Affairs any instances in which it has cause to believe that any form of academic dishonesty has occurred.
2. Because the health of any community is determined not only by the degree to which standards of integrity are maintained by those who hold positions of authority in that community, but also by the degree that all members of the community participate in the maintenance of its standards, it is the expectation that students who observe or who are knowledgeable of an instance of academic dishonesty will report it to the Vice President for Academic Affairs, outlining its specific nature. Such responsibility should, of course, be exercised with due care and should avoid action based on hearsay or rumor.
3. When they have been presented with such a report, the Vice President for Academic Affairs shall make a judgment as to whether it gives sufficient cause to believe that a breach of academic honesty has occurred. If the Vice President for Academic Affairs so judge, they will notify the student that such an allegation has been made and apprise the student of its nature. The student will be given the opportunity to present their own interpretation of events related to the

allegation, and any evidence and/or witnesses to support that interpretation.

4. If, based on such a presentation, it is the judgment of the Vice President for Academic Affairs that there is a likelihood that the allegation is unfounded, the matter will be considered closed, with no permanent record of any sort kept.
5. If the Vice President for Academic Affairs judges that academic dishonesty has occurred, and the student does not wish to contest the allegation, the student will receive a failing grade for the course. The Vice President for Academic Affairs will inform the faculty of the incident of academic dishonesty and the resultant failing grade. The faculty will make any further disciplinary action with counsel for the Vice President for Academic Affairs.
6. If, based on the student's presentations, the Vice President for Academic Affairs believes the case warrants a review, they will appoint and convene an *ad hoc* review group consisting of two members of the faculty who serve as advisors, normally including the student's own advisor, and two students designated in consultation with the President of the Student Cabinet. This review group will review the nature of the allegation and its basis. It will also afford the student the opportunity to present their understanding of the events related to the allegation. If, based on that review, it is the opinion of the review group that there is a likelihood that the allegation is unfounded, the matter will be considered closed with no permanent record of any sort kept. If on the contrary, the review group judges that there is sufficient warrant to believe that an instance of academic dishonesty has occurred, the student will receive a failing grade for the course. The Vice President for Academic Affairs will inform the faculty of this decision and bring any recommendation for further disciplinary action before the faculty.
7. The student may appeal the judgment to the faculty. If the faculty judges that there is no merit in the appeal, there will be no further action. If the faculty finds merit in the appeal, they will make a recommendation for action.

## **Classroom Expectations**

The CRCDS Faculty agrees to the following expectations for the conduct of all classes, and will act accordingly—

1. On-time class attendance is required, and students are advised to be present for the duration of scheduled class times, unless previously approved by the instructor.
2. Students are accountable for coming to class prepared, per the expectations outlined in the syllabus and further elaboration given by the professor. At minimum, this typically means having completed assigned readings and/or other assigned tasks and having a copy of texts under discussion readily available.
3. Students are expected to minimize disruptions, including but not limited to calls or messages, prior to the start of class. In the case of an emergency, it is the student's responsibility to advise the professor.
4. Students are encouraged to engage the pedagogical value of note taking, i.e., note taking as a method of digesting material presented in class and discussed by colleagues. Likewise, students are encouraged to study with their colleagues throughout the term.

5. It is the responsibility of students to consult the *Student Handbook* for the definition of grades and academic honesty, as all faculty members consult and adhere to these definitions for evaluation of student assignments.
6. All assignments must be submitted on the due date specified on the syllabus. Assignments that are submitted after the due date will be accepted at the discretion of the professor. Failure to complete all assignments will result in an automatic “F” for the course.
7. Stylistically, all papers should conform to the formatting and citation style presented in Kate Turabian’s *A Manual for Writers of Term Papers, Theses, and Dissertations*, 9<sup>th</sup> edition, unless otherwise specified by the instructor. For information regarding assistance with writing skills, students should consult their advisors.

## **Class Attendance & Absence Policy**

Prompt and regular class attendance is necessary for satisfactory work. If a student misses class for any reason it will be counted as an absence. If a student is absent from class more than twice, her/his final grade will be dropped one full letter grade. A student who has missed three class sessions has thereby missed significant content and contact of the class, and the final grade must reflect this reality.

Any student who, through intermittent absences or through tardiness, impedes the work of the class or endangers their own standing therein may be reported to the Vice President for Academic Affairs, who shall issue a warning to the student. If the student continues to neglect the course, the instructor may exclude the student from the course with a grade of “F” and shall notify the Vice President for Academic Affairs of this action.

During the master’s level winter and summer term intensives, attendance at all five class meeting days is mandatory. If a student misses half a day’s worth of class, their grade will be reduced by half a grade (e.g., B- to C+). If a student misses a full day, their grade will be reduced a full grade (e.g., B+ to C+).

## **Procedure for Student Conduct Review**

Whenever faculty members or administrators receive expressed concerns about the inappropriate social functioning of a student (i.e., behavior which infringes on the rights of other members of the school community to pursue their legitimate academic and professional objectives,) the following procedures shall apply:

1. A Preliminary Review Committee composed of faculty members shall consider the case of the student. One month in advance of such a review, the Vice President for Academic Affairs will distribute to all members of the faculty the name of the student who will be reviewed along with a brief description of the areas of concern. At the same time, The Vice President for Academic Affairs will apprise the student who is being reviewed of the reasons for the review as well as the review procedure.
2. Faculty members who wish to present concerns about the student under review are to communicate the substance of their concerns to the Vice President for Academic Affairs at least two weeks in advance of the scheduled preliminary review. The Vice President for Academic Affairs will then relate this additional information to the student under review.
3. The student under review may submit in writing to the Vice President for Academic Affairs information or explanations related to the concerns in questions, with the assurance that such written

submissions will be shared with the faculty. At this time also, other members of the student body may submit in writing to the Vice President for Academic Affairs any relevant information related to the student who is to be reviewed, based on what the student under review chooses to reveal to other students about the review. CRCDS, that is, will protect the confidentiality of the student under review, so that any information officially conveyed to anyone beyond members of the faculty and officers of CRCDS will have its source from the student under review. Similarly, in order to protect the privacy of the student, CRCDS will not respond to requests for information about the review from those other than members of the faculty and officers of CRCDS unless the student under review provides written consent to do so.

4. At the time of the scheduled preliminary review, the Vice President for Academic Affairs, along with the faculty committee, will develop a recommendation to bring to the entire faculty regarding the course of action to be taken.
5. If the recommendation from the Preliminary Review Committee is that the student be dismissed or asked to withdraw from CRCDS, both the student and the student's advisor will be notified at least one week prior to the scheduled faculty meeting at which the recommendation is to be considered. At this time also, the Vice President for Academic Affairs shall inform the student that 1) they may voluntarily withdraw before the recommendation is brought to the faculty, and 2) they may appeal any decisions, which shall be made at the faculty meeting in regard to their official status and standing, in the event of the denial of due process (as outlined above).
6. In the event of such an appeal, an Appeal Board consisting of the Vice President for Academic Affairs, who will act as chairperson, and two faculty members to be designated by the Vice President for Academic Affairs who did not serve on the Preliminary Review Committee will review the decision. The student's advisor may be asked by the chairperson to be present at the Appeal Board meeting to provide information but will not have the privilege of a vote. The student who lodged the appeal may appear personally before the Appeal Board based on one of the reasons cited above and may invite others to present information related to reasons cited above.
7. The Appeal Board will formulate a recommendation on the appeal, which will be presented to the faculty for their final action on the appeal. (*Note:* Normally, the student will be allowed to register conditionally pending outcome of the appeal process unless the faculty stipulates otherwise.)

## **Guidelines for Immediate Suspension**

In the case of a student whose inappropriate behavior poses an immediate threat to themselves or to members of the community at large, the President and the Vice President for Academic Affairs shall each have the right to suspend the student immediately, pending a hearing following the procedures outlined in the previous section. Alternative procedures may be employed with the consent of the student and the faculty.

No notation of suspension will be recorded on the student's transcript until the faculty has taken final action regarding the student's case.

## **Student Concerns**

All members of the student community are free to seek information from members of the staff or administration responsible for any aspect of community life on any matter that is troubling them or call attention to any condition that may appear to be operating to their disadvantage or the disadvantage of CRCDS. As a first course of action, students should email or personally meet with the individual(s)



responsible for the specific area of concern.

- Academic concerns should be brought to one's advisor or the Vice President for Academic Affairs.
- Concerns regarding student activities, support services, registration or financial aid should be brought to the Director of Student Support Services and Coordinator of Spiritual Care.
- Facilities issues should be brought to the Vice President for Institutional Effectiveness.
- Concerns regarding the business office should be brought to the Vice President for Finance and Administration.
- Concerns regarding the website or other public relations issues should be brought to the Vice President for Institutional Advancement.

If student concerns rise to the level of a formal grievance, the following policy on formal student grievances shall be followed.

## **Formal Student Grievances**

It is CRCDS policy to receive, investigate, and resolve student complaints in a timely manner. Any student having a complaint may either attempt to resolve the complaint informally with the person directly responsible for the area of concern or may use the following formal grievance process. Students with sexual misconduct complaints should see the Sexual Misconduct Policy and/or the Title IX policy. CRCDS assures students that no adverse action will be taken against a student for filing a complaint.

## **Student Grievance Procedure**

1. A student having a formal complaint should submit a written complaint to the CRCDS staff member having direct responsibility for the area of concern, with a copy to the department head. (Note: If the staff member is the department head, no copy is required.)
2. The staff member receiving the complaint responds in writing to the student within eight working days, with a copy to the department head.
3. The student responds in writing within eight working days with a copy to the department head that either:
  - A. the student is satisfied with the response and considers the incident closed (in which case copies of the complaint, response, and student letter will be filed for six years in the grievance file located in the Office of Enrollment Service); or
  - B. the student is not satisfied with the response for reason(s) noted and wishes to take the matter before the department head. (Note: If the staff member in question is the department head, the student may proceed with step 5. B.)
4. If the student has not been satisfied, the department head will, within five working days,
  - A. arrange a joint meeting with the student and the staff member to discuss the problem further,
  - B. make a decision, and
  - C. communicate that decision in writing to the student and the staff member.
5. The student responds in writing within five working days to the department head and the staff member that either:
  - A. the student is satisfied with the response and considers the incident closed (in which case copies of the complaint, response, and student letter will be filed for six years in the grievance file); or

- B. the student is not satisfied with the response for reason(s) noted, and wishes to take the matter to a Grievance Board.
6. The student sends copies of all written material to date to the Director of Student Support Services and Coordinator of Spiritual Care, along with a written request for a Grievance Board to be impaneled for the purpose of reviewing the complaint and response(s).
7. The Director of Student Support Services and Coordinator of Spiritual Care, in a timely manner, impanels an impartial Grievance Board for reviewing the case. The Grievance Board will be comprised of 2 students, 2 staff, 2 faculty members, and the Director of Student Support Services and Coordinator of Spiritual Care who serves as the convener.
8. The Grievance Board may gather additional written statements from the parties involved and from others who may have pertinent information.
9. The Grievance Board determines, within 15 days of being impaneled, actions appropriate to the matter and communicates its decision in writing to all appropriate parties. Such a decision may determine:
  - A. That the department head's decision be upheld as written.
  - B. That the department head's decision is amended in a particular way.
10. Copies of the complaint and disposition are then filed for six years in the grievance file located in the Office of Enrollment Services.
11. If the student continues to be dissatisfied with the institution's response to the complaint, the student may contact the State Education Department and/or The Commission on Accrediting of The Association of Theological Schools (see below).

## Complaints to State Education Department or the Commission on Accrediting of ATS

Any individual who continues to feel aggrieved after pursuing the options outlined previously or believes the institution has not properly addressed their concerns may file a written complaint with the State Education Department within five years of the actions giving rise to the complaint.

Information for complainants and the Complaint Form itself can be found at:

<http://www.highered.nysed.gov/ocue/spr/COMPLAINTFORMINFO.html>

If sent by mail, the completed complaint form should be addressed to:

New York State Education Department  
Office of College and University Evaluation  
Education Building, 5 North Mezzanine  
89 Washington Avenue, Albany, NY 12234

For grievances related to accreditation standards, individuals may contact the Commission on Accrediting of the Association of Theological Schools at the following address:

The Commission on Accrediting of  
The Association of Theological Schools in the United States and Canada  
10 Summit Park Drive  
Pittsburgh, PA 15275

## **Policy on Family Educational Rights and Privacy Act (FERPA)**

Colgate Rochester Crozer Divinity School (CRCDS) complies with the Family Educational Rights and Privacy Act of 1974 (FERPA). This act was designed to protect the privacy of educational records of students and former students and to afford students and former students certain rights with respect to their education records.

Education records are those records which are:

- Directly related to a student, and
- Maintained by an institution or a party acting for the institution.

Education records generally include files, documents, and materials in whatever medium (handwriting, electronic, print, tapes, film, microfilm, etc.) maintained by CRCDS which are directly related to a student. For example, education records include: a student's official CRCDS academic transcript, memoranda or correspondence regarding the student, financial aid records, which are kept for five years after a student graduates.

Education records do not include confidential letters and recommendations placed in students files prior to January 1, 1975, confidential letters and recommendations placed in their files after January 1, 1975 to which the student has waived their right to inspect and review and that are related to the student's admission, application for employment or job placement or receipt of honors, alumni records which do not relate to the person as a student, medical and mental health records used only for the treatment of the student, sole possession notes (faculty and staff personal records not shared with others) and application materials that predate student status. In addition, education records do not include records which contain information on more than one student. In this instance, the requesting student has the right to view only those portions of the record which pertain to the student's own education records.

Student's rights under FERPA include:

- 1. The right to inspect and review** the student's education records within 45 days of submitting a written request.

A student should submit to the registrar a written request that identifies the record(s) the student wishes to inspect. The Registrar will make arrangements for access and notify the student of the time when the records may be inspected.

Students may review official student records only in the presence of the Registrar or another designated institutional representative. Such records may not be copied and must remain in the Office of the Registrar unless, for reasons such as great distance, it is impossible for students to review the records. In this instance, CRCDS may charge a fee for copies.

- 2. The right to request the amendment** of the student's education records that the student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

A student who wishes to ask the CRCDS to amend a record should write the Divinity School official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed. Note that the legitimacy of a grade cannot be challenged through this process, only the accuracy of reported grades.

If CRCDS decides not to amend the record as requested, CRCDS will notify the student in writing of the decision and the student's right to file a grievance regarding the amendment request.

- 3. The right to provide written consent** before CRCDS discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

CRCDS discloses information from a student's education records only with the student's written consent, except when exceptions under FERPA are applicable. CRCDS will disclose information without a student's prior written consent when the disclosure is made to school officials with a legitimate educational interest in the records. A school official is a person employed by CRCDS in an administrative, supervisory, academic or research, or support staff position; a person or company with whom CRCDS has contracted as its agent to provide a service instead of using CRCDS employees or officials (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing their tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibilities for CRCDS.

A number of other exceptions allow CRCDS to disclose information without written consent. These exceptions are not detailed in this policy, but further information can be provided by the registrar.

**Directory Information:** FERPA allows CRCDS to define and disclose "directory information" without students' consent. FERPA defines "directory information" as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. In accordance with FERPA, CRCDS has designated the following list of student information as public or "directory information": name, address, telephone number, e-mail, ID pictures, participation in officially recognized activities, dates of attendance, class, full- or part-time status, major field of study, awards, honors, degrees conferred including dates. CRCDS may disclose such information for any purpose unless a student specifically requests in writing that this information remain withheld. A currently enrolled student may withhold disclosure of directory information by notifying the Registrar in writing and clearly identifying which directory information should remain withheld. **All requests to withhold directory information should be submitted to the Registrar by the drop/add deadline** to prevent publication in the CRCDS directory. Directory information will continue to be withheld until the student rescinds this request.

- 4. The right to file a complaint.** Students with complaints about violations to student record privacy or access to records may contact the Vice President for Academic Affairs. Students also have the right to file a complaint with the U.S. Department of Education concerning alleged failures by CRCDS to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901**

These CRCDS guidelines regarding FERPA have been adopted based on the following institutional assumptions:

1. A student's official CRCDS academic transcript has always been and will continue to be open to review by the student for the sake of accuracy.
2. CRCDS affirms the fact that the educational value of all forms of evaluation during the course of studies is maximized if such evaluations are shared with the student. Therefore, provision already exists for access by the student to evaluations of performance in Supervised Ministry and the assessment resulting from Evaluations 1 and 2.
3. Transcripts of undergraduate and graduate work are the property of the institution that issues them. CRCDS may not, therefore, release the original or copies of such transcripts. Likewise, academic transcripts covering work undertaken at CRCDS are the property of CRCDS. The school retains the original copy.
4. Official student transcripts of work completed at CRCDS are issued by the Registrar and must be requested via the CRCDS website. There is a \$10.00 fee for each transcript. Please allow up to ten business days for transcript processing.
5. Official student transcripts will not be released if the current or former student owes money to CRCDS or if the current or former student is in default on a student loan or owes a refund on any grant. When all financial obligations have been met, the transcript(s) will be issued.

*Updated August 2020*

# **POLICIES, PROCEDURES AND SERVICES FOR STUDENTS WITH DISABILITIES**

## **Our Commitment**

The Divinity School is committed to compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and the Fair Housing Act. The Divinity School does not discriminate in the admission or service of students on the basis of disability. It is the responsibility of all members of the Divinity School community to adhere to the philosophy of equal access and opportunity for students with disabilities.

Section 504 of the Rehabilitation Act of 1973 states that: "No otherwise qualified person with a disability in the United States...shall, solely by reason of ... disability, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance."

While ensuring the integrity of its programs, the Divinity School is committed to providing reasonable accommodations to ensure equal access to educational opportunities for students with appropriately documented disabilities.

## **Definitions**

*An individual with a disability* is someone with a physical or mental impairment that substantially limits one or more "major life activities." Physical or mental impairments include, for example, specific learning disabilities, emotional or mental illness, blindness and visual impairments, deafness and hearing impairments, mobility impairments and some chronic illnesses. A person is also considered to be an individual with a disability and protected by the law if he/she has the disability, has a record of having the disability or is regarded as having the disability.

*Major life activity* means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, working and learning

*A qualified person with a disability* means an individual who, with reasonable modifications or "accommodations" (if necessary) to rules, policies or practices, the removal of barriers or the provision of auxiliary aids and services, meets the eligibility requirements for the receipt of services and the participation in programs or activities.

*Accommodation* refers to a change in the status quo. A reasonable accommodation in the student setting is a modification or adjustment to a course, program or building that allows the person with a disability to participate as fully as possible in the programs and activities offered by the Divinity School.

*Services* that may be provided to students with disabilities include, but are not limited to, classroom and test accommodations, early registration, housing accommodations, books on tape, note takers, interpreters, readers, assistive technology and referral for testing or additional services.

*Note that colleges and universities are not required to supply students with attendants, individually prescribed devices such as hearing aids and wheelchairs, readers for personal use or study, or other devices or services of a personal nature.*

The needs of students with disabilities may be related to vision, hearing, or mobility impairments, learning disabilities, psychological and medical conditions (both permanent and temporary) that necessitate modifications to the programs or services of the School.

## **Requesting an Accommodation**

Students with disabilities are required to meet the same academic standards as other students at the School. It is only through a student's voluntary disclosure of disability and request for accommodation that the Divinity School can support disability needs.

Students with disabilities who wish to receive accommodations or services must disclose the disability and make a personal request to the Student Services Representative. The student meets with the Student Services Representative; submits any required disability documentation; and formally requests services, including accommodations. A disclosure of disability or request for an accommodation made to a faculty or staff member, other than the Student Services Representative, will not be treated as a request for an accommodation.

Requests for services or accommodation are best made early (in some cases prior to the start of the semester or very early in the semester) to allow time to review requests and documentation and make proper arrangements. Reasonable accommodations will normally be granted prospectively following a request for the same.

Requests for academic accommodations need to be renewed each semester.

Disabled students are encouraged to identify themselves and to outline the services they require by returning the **Needs Identification Form** distributed at new student orientation. This allows the Office of Academic Affairs and the Student Services Representative to be aware of special needs before the term begins.

Returning students are encouraged to identify themselves to the Student Services Representative as soon as they perceive a special need that affects their participation in the Divinity School community.

## **Documentation Requirements**

Disabilities may require documentation. Disability documentation must be current and may include the following elements:

- A letter from a physician, psychologist or other qualified specialist,
- The student's own credible statements,
- Proof of SSI or SSDI disability benefits received by someone under 65 years,
- Statements from peer support groups, non-medical service agencies, or a reliable third party

The type of documentation will vary according to the disability. Whether or not documentation is current will depend on the nature of the disability. For more specific information regarding documentation

requirements contact the Student Services Representative.

## **Determining Accommodations**

Disability documentation is used to determine eligibility for services and establish accommodations.

Accommodations are determined on a case-by-case basis taking into account the learning needs of the student, the requirements of the learning task, the course standards and essential requirements, and the educational environment.

CRCDS will give primary consideration to a specific accommodation requested by a student in recognition of the fact that students with disabilities typically have the best and most accurate knowledge about the functional limitations posed by their disabilities. As part of an interactive process with the student, CRCDS may also propose alternative reasonable accommodations.

At the Divinity School, the determination of an appropriate and reasonable accommodation is based on an interaction between the individual and CRCDS. Specifically, accommodations are determined by the Student Services Representative in consultation with the student and with input from the faculty or staff, as needed. Determining how students are to be evaluated in a course is an example of an area where faculty input would be solicited. In connection with a requested housing accommodation, input from Director of Facilities.

Students who have special needs in the classroom are also encouraged to meet with their professors before the term begins to review special requirements such as the use of enlarged print for handouts, oral or taped exams, special seating arrangements, or the use of an assistive listening system.

Students who require special services concerning participation in the All-School Worship program are encouraged to meet with one of the Worship Committee co-conveners to review their needs.

Questions about the process involved in the determination of reasonable accommodations should be directed to the Student Services Representative.

## **Confidentiality**

Documentation of a student's disability is maintained in a confidential file in the Office of the Director of Student Support Services and Coordinator of Spiritual Care. This documentation is not a part of the student's academic record.

All information related to a disability is confidential and may be disclosed only with the permission of the student or otherwise as permitted by CRCDS's student records policy and federal laws.

Disability information so disclosed should be maintained in a confidential file and never discussed with other individuals without permission of the student.

## **Implementing Accommodations**

### *Student Guidelines*

A student who wishes an accommodation is responsible for obtaining a letter from the Student Services Representative stating that the student is a qualified individual with a disability. The letter also advises the faculty or staff member of the action required to provide an accommodation for the



student.

Students are not required to divulge the nature of their disabilities or provide copies of their disability documentation to faculty or staff.

Students are responsible for working directly with the faculty or staff member involved in the provision of an accommodation. Contact should be maintained throughout the semester.

Students need to provide feedback to the Student Services Representative on the effectiveness of accommodations. The Student Services Representative should be notified if an accommodation is not provided.

Questions about the provision of reasonable accommodations should be directed to the Student Services Representative.

## **Denial of Accommodation**

CRCDS reserves the right to deny services or accommodations in the event that documentation does not comply with its published guidelines for service eligibility, e.g., the student does not meet the criteria of ADA, Section 504, or the Fair Housing Act, or documentation is out-of-date or incomplete.

If the documentation provided by a student does not support the existence of a disability or the need for an accommodation, the student will be so advised. Students will be given the opportunity to supplement the initial documentation with further information.

CRCDS is not required to provide an accommodation that compromises the essential requirements of a course or program, imposes an undue financial burden based on CRCDS's overall institutional budget or poses a threat to the health or safety of the student or others.

## **Student Appeal**

A student who disagrees with a determination of the Student Services Representative regarding eligibility for accommodations or the extent of accommodations is encouraged to meet with the Student Services Representative to resolve the matter informally.

The Divinity School has adopted an internal appeal process providing prompt and equitable resolution of complaints alleging a violation of the ADA, Section 504 of the Rehabilitation Act, or the Fair Housing Act.

A student who disputes the determination by the Student Services Representative regarding the existence of a disability or denial of an accommodation may file a written appeal with the School's Section 504 Coordinator within 30 days of the date of the Student Services Representative's determination. The decision of the Section 504 Coordinator shall be final.

The appeal must be submitted in writing to the Section 504 Coordinator and must include the specific action disputed and the specific accommodation(s) sought by the student. The Section 504 Coordinator will notify the Student Services Representative and obtain a copy of the student's file, including the documentation of the disability and the need for accommodation, if any, recommended by the evaluator and the Student Services Representative. The Section 504 Coordinator will convene a meeting to discuss the appeal with the student and the Student Services Representative as soon as practicable after receiving the written complaint. The Section 504 Coordinator will make a decision on the complaint within 10 business days after meeting with the student and reviewing the file and documentation.

A student who believes that CRCDS has discriminated against them on the basis of their disability may contact the Section 504 Coordinator to discuss filing a formal complaint of discrimination.

CRCDS's Section 504 Coordinator is the Vice President for Enrollment Services or his/her designee.

## **Role of the Student Services Representative**

At all stages of the appeals process, the Student Services Representative will be available to provide information regarding any issue relevant to the student's appeal.

The role of the Student Services Representative is to assess the documentation of disabilities and to approve the appropriate accommodations in an objective manner on behalf of the Divinity School. The Student Services Representative also assists faculty and staff in understanding the need for appropriate accommodations.

## **Additional Information**

For additional information regarding policies, procedures and services for students with disabilities, please contact the Director of Student Support Services and Coordinator of Spiritual Care at 585-314-4451. All members of the CRCDS community are welcome to bring questions or concerns to the Vice President for Academic Affairs and/or the Director of Student Support Services and Coordinator of Spiritual Care.

# ACADEMIC POLICIES AND PROCEDURES 2022-2023

## Degree Programs

### Master of Divinity Degree (M.Div.)

The Master of Divinity degree is the most versatile, all-purpose degree. It is the primary degree leading to ordination for professional ministry in a variety of settings. It may prepare students for church administration, chaplaincy, youth work, teaching in colleges or theological schools, missions and evangelism, social work, non-profit administration and more.

Admission to the M.Div. program requires a bachelor's degree attained with a minimum grade point average of 2.75.

#### Curriculum Overview:

This curriculum:

- concretizes the commitments of the faculty vision statement in a teachable curriculum;
- allows for the mix of core and elective courses;
- provides a means for interdisciplinary dialogue and integration across the curriculum that is essential in the best of practical ministry;
- provides the possibility for creating course work that engages traditional and emerging practices of ministry and theological thinking.

#### Curriculum Organization:

Overall Course Requirements (26, 3-unit courses (78 semester units))

- Required Core Courses (18, 3-unit courses in curricular areas as described below)
- Open Electives (8, 3-unit courses chosen from across the curriculum)

#### Course Numbers:

- R = required – this course is required of all students
- Re = Required elective – this is an elective course which fills a requirement within the new curriculum
- e = This course is an “open elective” -- which fills that role within the new curriculum

Further, course numbers reflect the year in which they should be taken:

- 100 level before Eval 1 in the first year of study,
- 200 before Eval II in the second year of study and
- 300 and 400 levels in the final year of study.
- Sequencing is critical as courses build on one another.

## Curricular Areas:

### Christian Scriptures (CS)

Required: R CS 101 Old Testament  
One additional Re CS Old Testament Course,  
R CS 112 New Testament  
One additional Re CS New Testament Course  
(Total of 4 required courses)

### Christian Faith for the Future: History, Theology and Ethics (CF)

Required: R CF 160 Faith Seeking Understanding  
R CF 100 Christian Belief Today  
One R CF 200 level course on a theologian  
One R CF 200 level course on doctrine  
R CF 110 Introduction to Christian Ethics  
R CF 130 Early & Medieval Church History  
R CF 129 Reformation & Modern Church History  
(Total of 7 required courses, plus attendance at one Stuber Lecture)

### Ministry in a Multicultural, Multireligious Society: Black Church, Women & Gender, Multicultural, and Interfaith Studies (MS)

Required: R MS BC 290 Black Church Perspectives on Faith, Understanding & Belief  
R MS W&G 280 Women & Gender Perspectives on Faith, Understanding & Belief  
R MS 270 Faith and Christian Perspectives on Pluralism  
(Total of 3 required courses, plus attendance at one Helen Barrett Montgomery Conference, one African American Legacy Lecture, and one LGBTi Lecture.)

### Traditional and Emerging Practices of Theology (PT)

Required: R PT 217 Introduction to Pastoral Care  
R PT 218 Introduction to Preaching  
R PT 202 Supervised Ministry I  
R PT 212 Supervised Ministry II  
(Total of 4 required courses, plus attendance at one Wynn or Bartlett Lecture.)

### Open Electives

Electives may be offered in: Biblical Languages, Liturgy and Worship, Church Administration, Global ministries, Evangelism, Spirituality, Sexuality, Peace and Justice, Popular Culture and Faith, as well as in the disciplines already noted above. Students who choose to use electives for thesis writing are required to abide by M.A. thesis policies and procedures.

## Number of Courses/Credits:

Twenty-six courses (78 credits) are required to complete the M.Div. degree. Denominational requirements are counted as elective credit.

## Full Time Status:

A student must be enrolled in three or more courses each fall and spring term in order to maintain full-time status.

## Course Sequencing and Scheduling:

Students are required to take one course from each curricular area in the first eight courses of course work, and two courses from each of the four areas in their first sixteen courses of course work. Students will normally fulfill area requirements before taking electives. Required courses (and electives) are offered during fall and spring semesters; year by year, these courses are alternated between daytime and evening time slots. Intensive courses are offered in each mid-term, January, and Summer.

### First Year Courses (first 8 courses)

- |  |  |
|--|--|
| 1. Intro. to Old Testament               | 5. Early and Medieval Church History     |
| 2. Additional Old Testament Re CS Course | 6. Reformation and Modern Church History |
| 3. Intro. to New Testament               | 7. Faith Seeking Understanding           |
| 4. Additional New Testament Re CS Course | 8. Christian Belief Today                |

### Second Year Courses

- |  |  |
|--|--|
| 1. Introduction to Pastoral Care               | 5. Introduction to Preaching               |
| 2. Supervised Ministry I                       | 6. One Multi-society (MS) course           |
| 3. Supervised Ministry II                      | 7. Introduction to Christian Ethics        |
| 4. Christian Faith (CF) course on a theologian | 8. Christian Faith (CF) Course on doctrine |

### Third Year Courses

1. Two remaining MS Courses
2. Polity Courses & Open Electives
3. Remaining required and required elective courses

## Advanced Placement:

If a student has already done a significant amount of work in a curricular area, the student may consult with their faculty advisor, together with a faculty member in that area, to determine whether advanced placement is appropriate. Advanced placement allows a student to substitute electives for a required course but does not exempt a student from the total requirements in the given curricular area.

## Concentrations:

At the end of the first year of work, or at the time of Evaluation I, the student may declare the desire to develop a concentration in Bible, history, or theology. To graduate with a concentration a student must 1) declare in advance a desire to develop an M.Div. with a concentration; 2) take at least three electives beyond the curricular requirement in the area of concentration and 3) develop, in consultation with the student's advisor, an independent study that includes an integrative paper or project that culminates the concentration.

## Directed Studies:

Directed Study (600-level) is open to students who wish to pursue a particular research project with the

guidance of a faculty member, *after completion of one half of the core course requirements.*

A Directed Study is for the purpose of research of a topic of distinctive significance to the student's preparation for ministry that is "pastoral, prophetic, and learned." To register a student must complete a form, available in the Registrar's Office, specifying the topic, required readings and assignments, and times to meet with the faculty member with whom the student would like to work. This form must then be submitted to this faculty member, who will receive proposals up until the week prior to registration for the semester for which the study is being proposed. The student will be notified by the Monday of registration week whether or not his/her proposal has been accepted by the faculty member, and will receive the signed Directed Study form for purposes of registration.

Students may register for only one Directed Study in any academic year and may not propose a topic that is covered by a course that is regularly offered. Directed Study is appropriate to the fall term and the spring term, but not to January or June terms or during the summer.

Faculty members shall be guided by the following procedure with regard to this policy on Directed Studies:

1. Receive proposals for Directed Studies up until the week prior to registration for the semester for which the study is being proposed;
2. Make a critical assessment of the worthiness of these proposals and of his/her ability and willingness to work with the student;
3. Select no more than two proposals per term;
4. Sign the Directed Study form or forms and return to student no later than Monday of registration week.
5. The student will then take the form to the Vice President for Academic Affairs for approval and a copy will be forwarded to the Registrar.

With permission of the Vice President for Academic Affairs, a Faculty Associate may supervise one Directed Study each academic year, according to the above stated policy and procedure.

#### **Transfer Credit:**

The Vice President for Academic Affairs will consider transfer credit from ATS accredited seminaries on a case-by-case basis in conversation with area faculty. Credits earned at other accredited seminaries may be transferred to the divinity school, pending review of course syllabi and an official transcript. Requests for transfer credit should be made, in writing and with accompanying documentation, to the Vice President for Academic Life. Normally, transfer credit for academic work completed at another institution more than 10 years prior to admission to CRCDS will not be granted.

Transferring credit into the Master of Divinity program requires course work with a grade of B- or higher and for the Master of Arts program requires course work with a grade of B or higher. Students may transfer no more than one-third of their courses for the Master of Divinity degree (8 courses) and the Master of Arts degree (5 courses).

Transferring credit into the Doctor of Ministry program requires course work with a grade of B or higher. No more than two courses will be accepted for advanced standing in the Doctor of Ministry program. These courses must be transfer credits from another ATS accredited Doctor of Ministry program and be consistent with the vision of the CRCDS Doctor of Ministry program in Transformative Leadership.

Courses accepted for transfer credit cannot be substituted for required courses.

### Advanced Standing in the Master of Divinity Program:

Individuals who hold a master's degree granted in the last ten years from an accredited institution (including our own) may be eligible for advanced standing in the M.Div. program. The exact number of courses to be transferred to the M.Div. degree program will be determined by the Vice President for Academic Affairs in consultation with faculty members, but may not exceed eight courses in conformity with the Association of Theological Schools standards. Such a determination will be based on the relationship between the work completed in the Master of Arts program and the curricular requirements of the Master of Divinity program with the understanding that all Master of Divinity requirements must be satisfied before the degree is received.

### Denominational Requirements:

It is the responsibility of the student to know the required courses for ordination in the student's own judicatory and denomination.

### Senior Residency:

It is expected that M.Div. students will be in residence (i.e., studying with CRCDS faculty) for the year preceding the granting of the degree for which they are candidates. Students who completed the equivalent of two years of the study required for the degree (or 16 courses) may, for good cause, apply to the faculty for an exception to the residency rule. Those who have completed less than the equivalent of two years of study are not eligible for an exception.

Requests for such exceptions should be addressed to the faculty through the Vice President for Academic Affairs and must have the recommendation of the student's advisor.

## Master of Arts Programs

Admission to the M.A. programs requires a bachelor's degree attained with a minimum grade point average of 3.00.

M.A. students are required to maintain a minimum grade point average of 3.00.

The sequence of courses for the M.A. degree will in general follow the sequence of course for the M.Div. degree. Students with an M.Div. degree or previous theological study may tailor their sequence of study in consultation with an advisor.

### Master of Arts in Theological Studies

The purpose of the Master of Arts in Theological Studies degree is to prepare students for advanced graduate study in a specific theological discipline.

### Curriculum:

For students preparing for advanced study, a curriculum is worked out in consultation with their advisor, who is assigned according to the discipline in which the student wishes to concentrate. To complete the M.A. in Theological Studies degree, students are required to complete 16 three-credit courses for a total of 48 credits as follows:

- 7 courses in their area of concentration
- 1 course in Christian Scriptures

- 1 course in Christian Faith (Theology, Church History, or Ethics)
- 1 course in Multicultural/Multi-religious Society
- 1 course in the Practice of Ministry
- 3 open electives
- 2 courses as thesis writing

All students preparing for advanced study are expected both to evidence competence in at least one theological language (usually Hebrew, Greek, Latin, German, French, Spanish) and to undertake research in this language as a constituent part of thesis writing.

The curriculum culminates in the writing of a M.A. thesis, which the student defends before a faculty committee consisting of the student's faculty advisor, a second faculty reader in the student's disciplinary concentration and a faculty member external to the area of concentration.

The M.A. in Theological Studies degree normally requires two years of full-time study for completion.

### **Master of Arts in Religious Studies**

The Master of Arts in Religious Studies degree is designed to educate the laity who desire a general knowledge of Christian religion, interfaith dialogue, and the historic/cultural contexts that affect religious belief and practice.

#### **Curriculum:**

To complete the M.A. in Religious Studies degree, students are required to complete 16 three-credit courses for a total of 48 credits as follows:

- 3 courses in Christian Scriptures (including at least 1 Old Testament and 1 New Testament)
- 1 course in Church History
- 1 course in Theology
- 1 course in Christian Ethics
- 1 course in Black Church Studies
- 1 course in Interfaith Studies
- 2 courses in Practical Theology
- 5 Open Electives
- A comprehensive exam that constitutes the final course

Completion of the degree includes a comprehensive examination, written and oral, prepared and overseen by a faculty committee, including the student's advisor and one other faculty member. Students shall provide two papers, 15 to 20 pages in length, from two classes that have been submitted and graded as part of their M.A. course of study. These papers shall total approximately 30 to 40 pages in length. In addition, students shall submit a 5-to-7-page integrative essay with a supporting bibliography. This essay will present the theological, historical, biblical and practical themes and motifs that have shaped their course of study in the program. These papers will be the basis for an oral defense in partial fulfillment of the requirements for the awarding of the Master of Arts degree. The student's Academic Advisor and a member of the core Faculty that the student has selected shall be conduct the oral defense.

The M.A. in Religious Studies degree normally requires two years of full time study for completion.

#### **Advanced Standing in the Master of Arts Programs:**

Persons holding the Master of Divinity degree may wish to enter the Master of Arts program. Such persons may be eligible for advanced standing in the Master of Arts program. The Vice President for Academic Affairs will determine the exact number of courses completed in the Master of Divinity



program that will be credited toward the M.A. degree upon recommendation by the student's advisor and the appropriate members of the faculty; in no case, however, with more than eight courses. All courses counted toward completion of the M.A. must have a grade of 3.0 or better. The determination of advanced standing will take into account the relationship between work completed in the M.Div. program and the proposed area specialization within the M.A. program, and will seek to preserve the integrity of both degrees.

Since no student may receive any degree without one year's residency, no more than eight courses of the required 16 may be credited from the M.Div. program.

### Transfer of Credit:

The standard for transfer of credit into the M.A. program is a grade of B (3.0) or better. Such credits account for elective credit only upon review of transfer course syllabi and official transcripts.

Credit that may be transferred from another ATS accredited theological school and applied toward the M.A. degree shall not exceed eight courses.

### Master of Arts Thesis Policies and Procedures

Students selecting this option shall follow these thesis submission requirements.

### Preparing for Submission:

Depositing a copy of the completed thesis with the Library is a requirement for graduation. While preparing their theses, students should obtain three documents, which include further details, from the Reference Librarian:

1. CRCDS Instructions for Electronic Submission of Dissertations and Theses
2. Electronic Thesis & Dissertation (ETD) Release Authorization Form (for University of Rochester's UR Research online institutional repository)
3. Instructions for UR Research Electronic Thesis & Dissertation (ETD) Release Authorization Form

Students should note that the second and third documents use University of Rochester's language for the process. "Faculty advisor" equates to a student's mentor and "co-advisor" to the additional reader(s).

### Submission Process:

#### I. Deadline

The **second Monday in April** is the deadline for submission to the Library of theses that have been approved by the Thesis Committee if the student is to graduate that year. Otherwise, the student must request and register for an extension during the following semester(s) until the thesis is complete, or they will not be considered an active student.

#### II. Required Documents

For the thesis submission to be considered complete, the student must email the Reference Librarian these documents:

- Properly formatted, finalized thesis in a .docx or .pdf file (.pdf preferred), including:
  - Abstract, placed at the front of the thesis before the title page

- Approval page bearing signatures of the candidate's Thesis Committee members, placed after the title page
- Copyright permission letter(s) or appendix in a separate file, if applicable (see Instructions for Electronic Dissertation/Thesis UR Research Authorization Form)
- Completed and signed Electronic Dissertation/Thesis UR Research Authorization Form

### III. Approval Page

When the thesis is approved and in its final form, an Approval Page must bear the signatures of the candidate's Thesis Committee. This page is to follow the title page.

It is the responsibility of the student to obtain signatures from their Thesis Committee members. If the thesis defense is conducted in person, students are strongly encouraged to bring the Approval Page to the defense in order to obtain signatures at that time. Thesis Committee members may also opt to sign electronically—print, sign, scan, and return, or sign digitally by using Adobe Reader, adding an image of their signature to the digital file, or a similar verifiable means.

An Approval Page template is available from the Reference Librarian for convenience. The Library cannot accept a thesis that does not include the signed Approval Page.

### IV. Archiving and Access

CRCDS has been accepting and archiving new theses solely in digital form since 2017. Approved and finalized theses are stored in [UR Research](#), the digital institutional repository of the University of Rochester. This platform provides for long-term archival storage and preservation, allows for online access to CRCDS theses, and promotes discoverability of theses by others worldwide.

Shortly after a student's thesis is submitted to University of Rochester Libraries, the bibliographic information for the student's work (author name, title, degree, etc.) and the abstract will be available in UR Research. UR Research and similar academic repositories promote free, open access to the scholarship of their associated faculty and students. Allowing open access to the thesis after an optional embargo period is a condition of deposit with the Library.

At the same time, as the legal copyright owner of the thesis, the student's permission is required to make it available online. This is the purpose of the UR Research Release Authorization Form. Using this form, the student may restrict access to the full thesis for a limited period of time, typically one or two years. Students often choose to place an embargo on their work if they hope to publish all or parts of their work.

An embargo period of longer than two years requires written approval from the Vice President for Academic Affairs, to be submitted to the Reference Librarian along with the student's other documents.

#### Thesis Format:

The candidate is responsible for preparing the thesis in the accepted format and without typographical errors. Students may hire an editor to assure professional-quality form and style. A list of potential editors and issues

to consider when hiring an editor is available from the Library upon request.

Except when a student's Dissertation or Thesis Committee approves an alternate, the accepted format is that defined in Kate L. Turabian's *A Manual for Writers of Term Papers, Theses, and Dissertations*, 9<sup>th</sup> edition (Chicago: University of Chicago Press, 2018). The Reference Librarian is available to consult on correct citation formats.

The first three pages of the thesis should be as follows:

- Page 1: Thesis abstract
- Page 2: Title page
- Page 3: Approval page

Some aspects like the precise ordering of elements, font, heading styles, etc. are not strictly prescribed. Students may consult their faculty mentor if questions arise.

In addition, please note:

- A standard 12-point font must be used. Avoid fancy and mixed type styles.
- Either footnotes (placed at the bottom of each page) or endnotes (collected and placed after the body of the text) may be used. Do not use both.
- Bible citations state the chapter and verse of the specific book quoted. If the version makes a difference, this information is also given. Example: Matthew 6:9-10 (Jerusalem Bible). If using abbreviations for Bible citations, use the standard ones listed in the Turabian's *A Manual for Writers* or the *Chicago Manual of Style* (both available in the Library), e.g., Jer. for Jeremiah, I Cor. for 1 Corinthians, Rom. for Romans.

A thesis template file illustrating formatting requirements and suggested elements is available from the Reference Librarian; its use is optional.

## I. File Format

Theses must be submitted to the Library electronically, in either .docx or .pdf form. PDF is preferred to preserve the document's intended appearance. Emailing the required documents is sufficient.

## II. Abstract

Each thesis must be accompanied by an abstract when presented to the Library. This abstract enables readers to identify the basic content of the document quickly and accurately.

- A. *Abstract Definition*: An abstract is a concise statement of the contents of a document. The abstract usually contains a statement of purpose or the reason the document was written, a description of techniques or approaches used (if that is helpful for comprehension), a concise and informative enumeration of the results, and an indication of the conclusions (evaluations, applications, suggestions) which are related to the results and purposes of the document.
- B. *Abstract Style*: A good abstract contains complete sentences and is free from footnotes or lists of references to the text. Aiming at objectivity, it does not include information or claims not contained in the document itself. Unfamiliar terms, acronyms, abbreviations or symbols should be avoided or defined the first time they appear in the abstract. The third person is used unless use of the first person will avoid cumbersome sentence structure and lead to greater clarity.
- C. *Placement of Abstract*: The abstract should be placed before the title page and the approval sheet. The heading should include the word ABSTRACT, along with the title of the thesis and the full name of the author. It is not included in the page numbering.

- D. *Length of Abstract*: Usually an abstract can be presented in one double-spaced, typed page or less. It should not exceed two double-spaced, typed pages. There is no precise word limit.

#### Access to Thesis:

#### III. UR Research

Once a student's thesis has been processed by the University of Rochester Libraries, it will be made available (in accordance with the access restrictions the student has requested) through the online institutional repository UR Research at [urresearch.rochester.edu](http://urresearch.rochester.edu). From the UR River Campus Libraries site ([library.research.edu](http://library.research.edu)), click on Collections and Projects, then UR Research to get to the repository.

The thesis will be assigned a direct, stable link through UR Research ([http://hdl.handle.net/...](http://hdl.handle.net/)). It will also be discoverable through the [UR library catalog](#) by title, author, and subject heading and through open web search engines. The bibliographic information for the student's work (author name, title, degree, date, etc.) and the abstract will be displayed even if the student has opted to impose an embargo period.

#### IV. Purchasing Bound Thesis Copies

Students may purchase bound copies of their thesis at their own expense. The Ambrose Swasey Library will accept a bound copy of the student's thesis if they should wish to donate one.

HF Group is one reputable national company whose [Thesis On Demand service](#) is relatively cost-effective. [Quality Bindery Services](#) in Buffalo, NY is a good option within the Western NY region. Other binderies certified by the [Book Manufacturers Institute](#) can be found through the group's directory.

Smaller bookbinderies do exist in some areas and may be found through local listings.

Be advised that the left margin of the document may need to measure 1.5 inches or more to accommodate binding.

## Transferring Between Master's-Level Degree Programs

### Master of Arts to Master of Divinity

Students who have entered the M.A. program but subsequently wish to transfer to the M.Div. program must present a request for reclassification in writing to the Vice President for Academic Affairs. Such a request must bear the endorsement of the student's advisor. Before transferring to the M.Div. program, the Vice President for Academic Affairs will determine that all normal requirements for admission to the program have been fulfilled.

Course work completed toward the M.A. degree will be applicable toward the M.Div. degree. The Vice President for Academic Affairs may designate work undertaken in preparation of an M.A. thesis/project not yet completed as individualized study or independent research upon recommendation of the thesis/project advisor and approval.

The M.Div. degree will in every instance be granted only after fulfillment of all curricular requirements.

## **Master of Divinity to Master of Arts**

Persons who have entered the M.Div. program but subsequently wish to transfer to the M.A. program will present a request for reclassification in writing to the Vice President for Academic Affairs. Such a request must bear the endorsement of the student's advisor. The Vice President for Academic Affairs will, in consultation with the appropriate area, determine the availability of appropriate personnel and resources and determine that all normal requirements for admission to the program have been fulfilled.

Course work completed toward the M.Div. degree will be applicable toward the M.A. degree provided that such work is appropriately related to the proposed M.A. program, and provided grades for the course work are 3.0 or better.

The M.A. degree will in every instance be granted only after fulfillment of all curricular requirements and faculty members' expectations related to that program.

## **Doctor of Ministry Program (D.Min.)**

### **Vision statement**

The Doctor of Ministry Degree offers experienced clergy and lay practitioners an opportunity to develop their leadership in concert with the historical values and traditions of CRCDS, as those values and traditions set forth visions for the future. In integrative and interdisciplinary courses, leaders have the opportunity to strengthen their biblical and theological grounding for their leadership; to reflect on their leadership with reference to solidarity with persons who are poor, oppressed and marginalized; and to explore critical social issues that are the contemporary versions of the historic social and religious movements of Rochester and Western New York: evangelical revival; abolition of slavery and racism; and women's suffrage and equality.

Doctor of Ministry curricular requirements, thesis requirements and other details are found in the Academic Catalogue and/or in a separate Doctor of Ministry Handbook. D.Min. students are responsible for familiarizing themselves with the contents and requirements found therein.

### **Admissions**

Applicants to the D. Min program must have received a Master of Divinity degree or its equivalent in duration and kind with a minimum grade point average of 3.0. Three years of professional ministry experience subsequent to receiving the first graduate theological degree is also required.

### **Grades and Grading**

The dates upon which grades are due in the Office of the Registrar are announced in the yearly Academic Calendar.

### **Satisfactory Academic Performance and Appeals Process**

No grade of less than "B" shall count for credit toward the D.Min. degree. "B-" is not an acceptable grade for the D.Min. program. Students receiving a "B-" are automatically placed on academic probation. Students who receive two grades lower than "B" are automatically terminated from the program. Grades are reviewed each term by the Registrar/Coordinator of Financial Aid and reported to the to ensure satisfactory academic progress. Students wishing to appeal dismissal based on grades may send a written appeal and any supporting documents to the Vice President for Academic Affairs who will make a

determination as to whether sufficient evidence exists to reconsider the dismissal. If sufficient evidence is confirmed, a request for continuing the program may be forwarded by the Vice President for Academic Affairs to the full faculty for a decision.

### **Completion of Degree Program**

Students have six (6) years after matriculation to complete all requirements for the D.Min. degree (courses and thesis). However, the degree normally takes three years to complete.

### **Transfer of Credit/Advanced Standing**

No more than two courses will be accepted for advanced standing. These courses must be transfer credits from another ATS accredited D.Min. program and be consistent with the vision of the CRCDS D.Min. program in Transformative Leadership. Application for advanced standing, with necessary documentation (transcript and course syllabi), must be made to the Vice President for Academic Affairs at the time of admission to the D. Min program. Courses accepted for transfer credit cannot be substituted for required courses.

### **Directed Studies**

Students may take two courses as directed or independent study for the D.Min. degree if warranted by their program or circumstances. Directed or independent study may be taken only after the completion of core courses. Directed study availability is dependent on the availability of faculty and requires advance approval from the Vice President for Academic Affairs.

## **Non-Degree Student Status**

Any person wishing to take course work apart from a specific degree program may apply for admissions a non-degree student. This status is open to persons who wish to take occasional course work as a form of continuing education or would like to explore theological studies by taking a couple of classes.

Non-degree students are not eligible to receive financial aid and may enroll in courses only on a space-available basis.

Students may take a maximum of three courses per year. Non-degree status is conferred for one year.

While non-degree status does not constitute a commitment to future admission to a degree program, a student may request that work taken while a non-degree student be applied to a degree program, if admitted.

The following faculty stipulations also apply to non-degree students who subsequently matriculate into a degree program:

- In order for students to qualify for the conferral of the M.Div. degree, they must have completed at least 13 courses after formal admission to the M.Div. program.
- In order for students to qualify for the M.A. degree, they must have completed at least 8 courses after formal admission to the M.A. program.

## **Academic Advisement**

Faculty advisement of students is a crucial part of the seminary's program. Each faculty member is expected to serve as an advisor. It is the duty of each faculty member to consult with students on a

regular basis and to assist in an orderly progression through the respective degree programs.

Each faculty member shall post office hours so that students may know when the faculty is available. Faculty members must be regularly accessible for conversation with students several hours each week.

The primary task of each student and faculty advisor is the development and ongoing updating of the student's portfolio or plan of formation, which includes the student's goals in relation to the curriculum and degree program requirements as well as plans for continuing education. The student portfolio, which also includes transcripts, regular student self-assessments and faculty advisor assessments, updated writing samples, and supervised ministry evaluations, is central to Student Evaluations I and II and to the Oral Review at mid-Senior year.

To assist in the advising process, the Registrar will provide advisors with updated transcripts of their advisees each semester. Copies of all Student Portfolios with continually updated materials will be kept on file in the Academic Life office.

The faculty advisor will participate with the advisee in the Senior Oral Review and be available to advise the Vice President for Academic Affairs at the conclusion of each semester on recommendations for probationary and withdrawal status of students.

The assignment of faculty advisors is the responsibility of the Vice President for Academic Affairs. A student may normally seek reassignment once. In order for reassignment to take place, a student may contact the faculty member to whom they wish to be reassigned in order to ascertain their willingness to become the student's advisor. Upon their consent, the student must contact the Academic Life office to formalize the reassignment. Likewise, a faculty member may request being relieved of an advisee and shall do so through the Academic Life office. It is understood that the adjudication of advisory assignments is the responsibility of the Vice President for Academic Affairs and that neither faculty nor student may determine a change in the advisement relationship without permission.

Students whose advisor is on sabbatical or other leave will be temporarily reassigned an advisor and will return to their initial advisor upon her/his return.

Non-degree and part-time students will be assigned an advisor after completing four courses, at which time they will begin the evaluation and portfolio process.

## **Review of Student Progress**

The Constitution and By-Laws of Colgate Rochester Crozer Divinity School provide that *“the faculty shall have the immediate care and governance of the students and shall prescribe and conduct the courses of study subject to the advice of the Instruction Committee and the control of the Board of Trustees. They shall admit and dismiss students, determine their daily duties, and exercise care for their general welfare. They shall certify to the Board of Trustees annually the names of students who have satisfactorily completed their courses of study and shall recommend them for the degree to which they are entitled.”* (Article VII, Section 2)

The meaning of this statement is clearly that responsibility for and authority over the processes of admission to the School, evaluation of students during the course of studies (including advancement to senior status,) and recommendation of students for degrees is lodged with the faculty. (The Board of Trustees upon recommendation by the faculty confers degrees.) In the exercise of its officially defined responsibilities and authority, the faculty permits students to participate at significant points in the educational process. It does so, however, in such a manner that is consistent with the requirements that final responsibility for these matters is lodged with the faculty.

## Review of Students

The faculty reviews students at various points throughout a student's career at the seminary in three basic areas. There is some overlapping among these three areas. They are: academic performance, professional development and the functioning of a student within the school community. An adverse review of a student in any one of these areas may lead to expulsion from the seminary after due process (as described below.)

### Academic Performance

The faculty reviews the academic performance of each student at the conclusion of each semester. This review is based upon the grades received by the student with a particular view toward the student's cumulative grade point average. Students in the M.Div. program whose cumulative grade point average falls below 2.75 are automatically placed on probation. Students in the M.A. program whose cumulative grade point average falls below 3.00 are also automatically placed on probation. Students are not normally asked to withdraw from their program of study for at least one semester. For students in the D. Min program, no grade of less than B shall be counted for credit toward the D.Min. degree (B- is not a sufficient grade for D. Min credit.) Any D. Min student who receives two grades lower than B is automatically terminated from the program.

### Probation

Students in the M.Div. program whose cumulative grade point average falls below 2.75 are placed on probation. They may not be recommended for senior status or the conferral of a degree unless their cumulative grade point average is at least 2.75.

Students in the M.A. program whose cumulative grade point average fall below 3.00 are place on probation. They may not be recommended for senior status or the conferral of a degree unless their cumulative grade point average is at least 3.00.

Master's students on probation who are unable to raise their grade point average above probationary level shall automatically be dismissed from CRCDS at the conclusion of the probationary semester.

Master's students who have not been on probation for at least one semester are not normally asked to withdraw. In exceptional cases, the faculty may ask a student to withdraw without having been placed on probation.

The faculty advisor is a key resource person for the probationary student. The advisor and student should work out a specific plan to be submitted to the Vice President for Academic Affairs to remedy the unsatisfactory situation of academic probations. A student already granted senior status that is then subject to academic probation shall not be eligible for graduation while on probation. The faculty has at least two options, namely, to vote the student off probation upon successful completion of study, thus restoring eligibility for graduation, or, to require additional course work to demonstrate proficiency in theological studies.

CRCDS shall not graduate a senior who has an unsatisfactory last semester that is sufficient to merit academic probation.

### Professional Development

The faculty carefully reviews the professional functioning of each student at the end of the first year (Evaluation I) and at the end of the second year (Evaluation 2) of study, as well as an oral review midway through the Senior Year. The areas of professional functioning, which are specifically evaluated, are outlined in this document under Criteria for the Evaluation of the Professional



Development of M.Div. Students. However, the faculty may request, at any time, an evaluation of a student's professional functioning if there is concern about this functioning. The student, the faculty advisor and the Vice President for Academic Affairs will devise a process for such an evaluation.

## Evaluation of Professional Development of M.Div. Students

Final responsibility for the in-course evaluation of a student's progress toward professional competence is lodged with the faculty, just as it bears responsibility for evaluating student's academic performance. In exercising these responsibilities, the faculty considers evaluations from those who have had opportunity to observe students in the practice of ministry (from clinical and field programs,) together with course work.

In the second year of a student's study, the role of the Supervised Ministry supervisor in evaluation of professional competence is a crucial one. Evaluations of professionals functioning in field-based programs other than those that are related directly to the curriculum of the School may be received and weighted appropriately.

As part of the review of the standards and procedures for the evaluation of the professional development of students, the faculty adopted the following statement as a "working draft" definition of professional development and professional competence:

*The professional development of persons preparing for the ordained ministries of the Churches has to do with the acquisition of that knowledge, that set of skills, and that understanding of self in relation to the Christian faith and to the profession which are necessary and requisite for the effective practice of ministry.*

Professional development is the process by which that knowledge is accumulated, those skills acquired, and that sense of self is gained. Professional competence marks that point in the process of which it is judged that sufficient development has occurred to enable ministry to be undertaken with at least a minimal degree of effectiveness.

### **Knowledge:**

The tradition of the Christian faith as it is contained in Scripture, the history of the Church, the content of Christian thought, and ministry studies are fundamental areas of knowledge in which practitioners of ministry must demonstrate proficiency. These areas of knowledge, as well as familiarity with those disciplines and methodologies which can illumine the meaning of human experience, past and present, constitute basic resources which are needful for the practice of ministry. Thorough grounding in classic areas of Christian knowledge defines the uniqueness of the profession. Proficiency in the human and social sciences adds to the effectiveness of its practices. In every instance, a body of information and knowledge contributes to the development of professional competence in ministry as it defines ministry and as it shapes its practice.

### **Skills:**

Because professional competence in ministry involves the exercise of certain skills, some unique to the profession, others more universal, any measure of its development includes assessment of the ability to exercise those skills. Among them are:

- The ability to communicate clearly and effectively, both orally and in writing.
- The ability to proclaim the Christian Gospel through preaching and other forms of communication, and to interpret the Scriptures with fidelity to the tradition and sensitivity to

the human condition.

- The ability to teach and to design educational programs appropriate to the content to be taught, and the needs and abilities of the learners.
- The ability to observe with sensitivity and perceptivity the lives on individuals and of human society, and to analyze and interpret human events at both the individual and societal levels in the light of biblical faith.
- The ability to deal constructively with diverse ideas and personal lifestyles of others, to maintain a clear sense of purpose but to tolerate frustration and ambiguity, and to relate to people with different experience and from different cultural backgrounds.
- The ability to participate with person's families and groups in a healing restorative and corrective fashion and to act responsibly in relation to their needs.
- The ability to understand and to move with skill in the midst of systems, structures, and institutions.
- The ability to be an agent of positive change at individual and institutional levels.
- The ability to exhibit a style of leadership that will set loose the creative abilities of others and develop their ministries.
- The ability to work in a collaborative fashion with others, both those within the profession and those outside it.
- The ability to lead a congregation or body of persons in the discovery of commitment to those goals and objectives that will define its mission.
- The ability to administer the corporate life of a congregation.
- The ability to exercise appropriate forms of authority and to respond creatively to the authority of others.

### **Religious Commitment/Self-Understanding/Professional Identity**

Professional development is the growth of a person toward competence in the practice of a profession (i.e., ministry.) It has to do, therefore, with who the person is, the sense of self that one brings to ministry, and with the modeling and transforming of the person by one's life in the Christian community. At this level, professional development involves the personal appropriation of the Gospel discernible in the commitments and values that shape the life of the individual, and in one's relationship with others through the exercise of compassion and justice. It involves also that degree of maturity of personhood, which enables a man or woman to engage in the service of others in their search for growth and fulfillment. It is marked by a familiarity with utilization of the resources of the religious tradition in which the professional stands for the support, nurture, and fashioning of Christian discipleship. It involves a commitment to ministry as participation in the ministry of Jesus Christ, a commitment to the Church as a continuation of that ministry and a concern for the world as the object of ministry.

## M.DIV. EVALUATION AND ASSESSMENT POLICY AND PROCEDURE

Evaluation attends to four aspects of students' preparation for ministry – curricular, ecclesial, community life, and personal formation. In each instance, students are held accountable to the goals they identify for themselves in collaboration with their advisors as guides through their theological study at CRCDS and into the ministry to which they have been called.

Because this is a curricular requirement, all students, without exception, must participate in regularly scheduled Student Evaluations or the student's status in the degree program will be discontinued.

### **Beginning of Year 1:**

Create Portfolio, or plan of formation (including goals and ways to meet goals,) in consultation with faculty advisor. Students who enter in the fall term must complete a portfolio by February 1<sup>st</sup> and returning students must also update their portfolios by this date. Students further prepare for Evaluation I by writing a personal statement of faith or "credo" (two paragraphs) to articulate how they are beginning to appropriate classroom study for their own life and ministry. The statements will be discussed collegially with other students present for the evaluation session.

### **End of Year 1:**

(As soon as possible after 8 full-credit courses [24 hours, see Course Sequencing and Scheduling, p. 10]) Evaluation I (with review of update Portfolio, including a credo, student's self-assessment of work accomplished and 6 goals, 2 personal, 2 academic, 2 profession, faculty advisor's assessment, writing sample, and transcript) in context of evaluation focused on credos, in the Spring Term.

Goal: to assess the context of year one, "texts and living traditions" and the competencies of competencies of "critical thinking and exegesis" further, to confirm whether Divinity School and ordination are still appropriate for student.

### **End of Year 2:**

(As soon as possible after 16 full-credit courses [48 hours, see Course Sequencing and Scheduling, p. 10]) Evaluation II (with review of updated Portfolio, including student's self-assessment and revision of Evaluation I goals, faculty advisor assessment, mid-year evaluation by Director of Supervised Ministry and Site Supervisor, updated writing sample, and transcript) in context of evaluation focused on case study work.

Goal: to determine whether the student is to be advanced to senior status, by assessment of year 2 content of "pluralism and Christian witness" and competencies of "interaction and interrogation" as well as to confirm the student is on the appropriate ordination and/or career track.

### **Middle of Year 3:**

Oral review with faculty advisor and one other faculty member at the end of the fall semester, focused on student's updated Portfolio, including self-assessment and revised goals, and on questions of integration of curricular learning, and of curricular learning with practice of ministry. The student will also present a plan for life-long learning, including a five-year continuing education plan.

Goal: to determine whether the student has a plan to meet all requirements for graduation in the Spring. Also to assess year 3 content of "ministry and mission" and competencies of "leadership and engagement.

### **Dimensions of Evaluation**

Each evaluation will have three dimensions, all of which will be present at both Evaluation I and Evaluation II.

### **Ecclesial Assessment**

One dimension will include ecclesial assessment in relation to the ordination track. This portion of the evaluation will involve appropriate judicatories, ecclesial representatives and mentors, input from lay committees at field placement sites, and Supervised Ministry supervisors. The issue here is clarity of call and discernment of calling in relation to one's denominational tradition.

### **Curricular Assessment**

The second dimension includes matters more particularly related to our curriculum and will focus on the seminarian's ability to integrate course materials with each other and with the practice of ministry. How is the student integrating and interrelating across disciplines (connecting course work?) Can they articulate how their engagement with the curriculum has shaped and reshaped their practice of ministry? How is the seminarian assimilating and living the vision of the curriculum? How has it helped him or her as a prospective or functioning minister?

### **Personal Formation Assessment**

The third dimension of evaluation is assessing whether students can entertain differing perspectives on complex issues. Can they articulate differing points of view and identify possible bridge points in the midst of such discussion? Can they articulate disagreement with someone without becoming alienated from this person? Can they engage the conflict often surrounding multiple perspectives in creative ways? At the time of Evaluation 2, the evaluation regarding the curriculum will be conducted as a conversation with a faculty panel. This conversation will explore integration issues, relation of curriculum to practice of ministry and the formation of the person of the minister.

## **M.A. EVALUATION AND ASSESSMENT POLICY AND PROCEDURE**

The process of assessing educational effectiveness is comprehensive and cyclical. Evaluations are conducted at each stage of student learning. Data are collected and analyzed on a regular basis by the faculty. The results of assessment are reported to students, staff, and trustees and reflected on reviewing and renewing the program.

### **Entrance Assessment**

In the process of process of admission, applicants for the M.A. in Theological Studies program are asked to respond to set questions that include the student's understanding of the mission of the school, personal and intellectual preparedness for theological education, educational expectations of the program and campus life, the career plan, and so forth.

### **Academic Advising**

The student meets with his/her academic advisor at least once each semester to review academic progress. Academic advising includes:

- Review of academic, personal and professional goals identified by the student.
  - The goals that students have included in their application are attached to their progress report. The Academic Advisor discusses goals to explore adjustments, if necessary, or paths toward concertizing them.
- Assess, using student-identified objectives for obtaining these goals
- Assess progress in attaining these goals
- Discuss and clarify areas of further growth, crafting additional goals and identify objectives for obtaining these goals
- Offer course selection advising.

## D.MIN. EVALUATION AND ASSESSMENT POLICY AND PROCEDURE

Assessment begins with the Application Process. Applicants are required to respond to the following prompts in the application process:

- a) Articulate three goals for intellectual growth, three for personal growth and three for professional growth while a D. Min. Student.
- b) Identify objectives for attainment of these goals.
- c) Identify ways (besides GPA) in which intellectual growth will be assessed.

An Academic Advisor meets twice a year with the student to:

- a) Review the Goals identified by the student.
- b) Assess, using the student-identified objectives for obtaining the goals.
- c) Assess progress in attaining the goals.
- d) Discuss and clarify areas for further growth.
- e) Craft additional goals and identify objectives for obtaining the goals.
- f) Offer course selection advising.

## Withdrawals, Dismissals, and Leaves of Absence

### Course Withdrawal

#### Master's Level Students

Students wishing to withdraw from a class should obtain a drop/add form from the Registrar. Master's level students may withdraw from a fall or spring term course through the eighth week of the semester. Up until the designated drop/add date, a student may withdraw from a course without transcript notation. If the withdrawal takes place between the drop/add date and the eighth week of the semester, a "W" (Withdrawal) will be noted on the student's transcript. (See the academic calendar for dates.) Students who fail to complete a course and fail to withdraw from the course will receive a grade of "F" (Fail).

Upon written request by a student, the Vice President for Academic Affairs may grant a "W" if extreme circumstances justify it (such as severe illness.) A "W" in this instance can be granted up until the last day of the term. The "W" will not factor into the student's grade point average. There will be no tuition reimbursement.

Students who withdraw from a course after the fourth week will receive no refund of tuition. Students who withdraw between the second and fourth week will receive a refund of one-half of tuition for the course. Any financial aid will be adjusted accordingly.

#### Doctor of Ministry Students

Students wishing to withdraw from a class should obtain a drop/add form from the Registrar. Doctoral level students may withdraw from a winter or summer term without transcript notation and with full refund of tuition six weeks prior to the residency period (drop/add date). If the withdrawal takes place between the drop/add date and the end of the on-campus residency period a "W" (Withdrawal) will be noted on the student's transcript. (See the academic calendar for dates.) Students who fail to complete a course and fail to withdraw from the course by the end of the on-campus residency period will receive a grade of "F" (Fail).

Upon written request by a student, the Vice President for Academic Affairs may grant a “W” if extreme circumstances justify it (such as severe illness.) A “W” in this instance can be granted up until the last day of the Doctor of Ministry term. The “W” will not factor into the student’s grade point average. There will be no tuition reimbursement.

Students who withdraw from a doctoral level course after the drop/add date up until four weeks prior to the residency period will receive a refund of one-half of the tuition for the course. Students who withdraw less than four weeks prior to the residency period will receive no refund for the course.

## Leave of Absence

A student may petition in writing for a leave of absence for a compelling reason (e.g., medical, family responsibilities, financial constraints). A leave of absence is a temporary discontinuation of academic work at the school, with the permission and approval of the Vice President for Academic Affairs.

If granted, the leave of absence will be for the duration of one academic term, i.e., fall or spring term. At the end of the term the leave will automatically expire and any loan repayment obligations the student may have will be activated. The leave of absence may not be renewed, however a student may reenroll, without reapplication. If a student fails to reenroll and is absent for a second term, at the end of that term, the students must reapply for admission.

## Institutional Withdrawal

A student may choose, at any time, to withdraw. Withdrawal terminates a student’s relationship with the school. A student may withdraw from a program of study by writing a letter to the Vice President for Academic Affairs. Students who simply leave school without formally withdrawing will have their transcripts marked “student status discontinued.” Having withdrawn, a student will be readmitted only through the normal procedures of application required of all incoming students. A written notice of withdrawal from the school must be submitted to the Vice President for Academic Affairs. Failure to do so may result in the withholding of an honorable dismissal from the student’s record and may affect any future readmission to the school.

## Dismissal

The By-laws of the Board of Trustees of CRCDS provide that the faculty is authorized to “admit and dismiss” students.

## Grounds for Dismissal

The decision to dismiss a student based on academic grounds will be made by the Vice President for Academic Affairs and, when applicable, in consultation with the Faculty.

Academic grounds for dismissal include a student’s failure to maintain the minimum required grade point average, failure to complete the program course of study in the allotted amount of time, plagiarism or other matters involving issues of academic integrity.

Behavioral grounds for dismissal include all forms of dishonesty, sexual harassment, disruptive behavior that might be harmful to the learning process or to the School’s community life, behavior which infringes on the rights of other members of the school community to pursue their legitimate academic and professional objectives, or criminal behavior.

The decision to dismiss a student for behavioral reasons will be made by the Faculty, in consultation with

the Director for Student Support Services following the processes for student review. Students may appeal a dismissal, in the event of the denial of due process as outlined in the Procedure for Student Conduct Review.

## Readmission

Students failing to enroll for less than one year may re-enroll without seeking readmission. Former students who have not been enrolled for a year or more and who wish to enroll in the same degree program must apply for readmission through the Office of Admissions. If readmitted, these students must meet the degree requirements current at the time of readmission.

## Readmission for US Military Personnel

If a student withdraws from a program due to military deployment, students may re-enroll in the program without reapplication within one calendar year of returning from active duty. Discharge papers may be requested to confirm the date of return from active duty.

## Graduation

Students shall declare their intent to graduate by submitting an “Intent to Graduate Form” to the Vice President for Enrollment by the end of the fall term of their senior year.

The Constitution and By-laws of CRCDS provide that the faculty “shall certify to the Board of Trustees annually the names of students who have satisfactorily completed their courses of study and shall recommend them for the degrees to which they are entitled.”

In exercising this assignment, the faculty considers:

- The satisfactory completion of the required number of courses and other requirements for each degree program.
- The balance and general adequacy of the program of study of candidates for a degree.
- In the case of candidates for the M.A. and D.Min. degree, the quality of the thesis/project submitted.

In recommending students to the Board of Trustees for conferral of the appropriate degree, the faculty does not assume that the completion of the requisite number of course for each degree constitutes, by itself, adequate reason for recommendation for the degree. When it recommends to the trustees the conferral of the M.Div. degree, the faculty is cognizant that, in so doing, it is certifying that a given student is competent to practice professional ministry.

Prior to graduation, students must meet all financial obligations—including tuition, fees, and library charges—through the Business Office.

## Attendance at Commencement

Graduating students are required to participate in the Commencement ceremony for the conferral of their degrees. If there are extenuating circumstances that will prevent a student from attending the ceremony, the student must petition the Vice President for Academic Affairs and request that the degree be granted *in absentia*—that is, in the student’s absence.

## Proper Decorum and Attire at Commencement

The CRCDS Commencement ceremony is a dignified occasion honoring the educational accomplishments of the graduating class. It is a festive event, but the ceremony itself is a formal affair that requires dignity, professionalism, and respect. To assure that this event is memorable for the whole graduating class, students and their guests are asked to assist in keeping our ceremony formal and free of distraction.

All graduates must wear the rented caps and gowns that are provided by CRCDS. Visible costumes over or under Commencement regalia, or outfits other than the cap and gown are not allowed. No ornamentation may be worn on academic attire (e.g. flowers, leis, stoles, or outer jewelry); and caps are not to be decorated. Students wearing such outfits will be asked to remove any additions to their regalia prior to procession.

## COURSE POLICIES AND PROCEDURES

### Definition of a Three-Credit Course

A three-credit hour course at CRCDS requires the following:

- 45 instructional contact hours
- Participation in lecture weeks each Fall and Spring
- A minimum of 90 pages of reading per week in the 15-week semester or 1300 pages total for intensive courses
- 25 pages of written work from each student

### Faculty Responsibilities

A written syllabus shall be provided for students within the first week of a course, with the understanding that it is a plan, not a contract.

The instructor shall explicitly state course requirements to the class, preferably in writing, at the beginning of the semester.

All work submitted by students shall be returned to them in a reasonable time (usually within two weeks.)

Final examination papers shall be returned to students or kept on hand by the instructor for at least one semester, primarily for the purpose of answering student questions regarding their grades.

### Supervised Ministry Background Check Policy

All students participating in the Supervised Ministry Program (the “Program”) at CRCDS shall be required to undergo a background check (the “Background Check”) which will include the following:

- Residency History;
- Social Security Verification; and
- Law Enforcement Records, including sex offender registrations.

The Background Check must be ordered and paid for by the student no later than March 31st of the Spring



session prior to enrollment in the Program for the next academic year. The student must also submit an Authorization/Release for Background Check form to the Director for Student Support Services/Coordinator for Spiritual Care. The failure to order and pay for the Background Check and submit the required form by March 31st will result in the student being denied entrance into the Program for the upcoming academic year.

The Background Check is one of the resources needed for the Program, much like the books needed for a class. Please note that the cost of the Background Check is currently under \$30.00.

The review of background information has become the best practice for persons working in helping professions, and in some of those professions, legally required. The Program requires the Background Check for two reasons: (1) to model a “best practice” for our students to demonstrate a proactive approach regarding the health, well-being and safety of the people we serve; and (2) to insure that the students that we send out from CRCDS to the Program sites are people of integrity who serve from a place of wholeness, i.e. being the people God is calling the students to be.

The Background Check reports will be initially reviewed by the Director for Student Support Services/Coordinator for Spiritual Care to determine the student’s suitability for the Program, and CRCDS shall use reasonable care to keep the report confidential. The student is obligated to provide CRCDS with any new information which would otherwise be set forth in an updated Background Check report.

The following may result in the denial of admission to, or the dismissal from, the Program and/or other action pursuant to the applicable policies and procedures of CRCDS:

- (1) a felony conviction;
- (2) a misdemeanor conviction involving any crime involving prohibited substances or any crime against a person, including, but not limited to, physical or sexual abuse such as lewd conduct, sexual battery, sexual exploitation, rape or statutory rape); or
- (3) a sex offense registration, or an offense that under current law would result in registration.

For purposes of this policy, the term “conviction” shall be interpreted broadly to include pleas of no contest, withheld judgments, suspended sentences or similar dispositions. The student shall notify the Director of the Program in writing of any new information (e.g., arrests or pending charges) that would otherwise be provided in a new Background Check. If a student has pending charges that, if a conviction resulted would result in the denial of admission to, or the dismissal from, the Program, the student may be prohibited from enrolling, or continuing, in the Program until the final disposition of the charges. The existence of a conviction does not automatically disqualify a student. Relevant considerations may include, but are not limited to, the date, nature and number of convictions, the relationship the conviction bears to the Program, and successful efforts towards rehabilitation.

If the Background Check report contains or the student informs CRCDS of information that may lead to the denial of admission to, or the dismissal from, the Program, or other appropriate action, the student will be notified and required to meet with, and/or submit information to, the Director for Student Support Services/Coordinator for Spiritual Care and the Vice President for Academic Affairs. This will be done to afford the student the opportunity to be heard before any denial or dismissal.

While the School will use reasonable care to keep a student’s background information confidential, it may be shared with CRCDS’s legal counsel and others who the Director for Student Support Services/Coordinator for Spiritual Care identifies as having a need-to-know. If any background information requires additional investigation, CRCDS may proceed to request additional information from the student and/or appropriate third parties. In addition, CRCDS may require the student to obtain an updated Background Check at any time.

CRCDS will make reasonable efforts to keep students informed of any changes in this policy; however,

CRCDS reserves the right, in its sole discretion, to amend or repeal this policy, in whole or in part, at any time.

## Expectations for Writing Skills

Evaluation of a student's application for admission to CRCDS includes assessment of an applicant's writing skills as manifested in the application process (e.g., in the required autobiographical statement). Applicants who do not exhibit skills requisite for graduate theological study are not normally admitted to such study. Where there is compelling reason for deviation from this norm, admission of the applicant is made conditional upon supplementary work aimed at upgrading the applicant's writing skills prior to matriculation.

Expectations of the faculty in regard to writing skills are communicated to entering students at the time of orientation and registration. It is the policy of the faculty that all papers must be submitted via Populi unless prior arrangement has been made between the student and the individual faculty member.

The faculty takes note of and assesses writing skills in evaluating course work. It is not suggested that the faculty undertake correction of writing deficiencies, but that when patterns of inadequacies are evident, the concern of the faculty should be communicated to the student.

Turabian's *A Manual for Writers of Term Papers Theses, and Dissertations*, 9<sup>th</sup> edition, is a key resource, as it is CRCDS's default guide for formatting and citations in papers, projects, theses, etc. Further recommended resources for fostering writing abilities include:

- Templates, tip sheets, and periodic workshops provided by the Office of Academic Affairs.
- Automated grammar-checking through Grammarly.
- Student-initiated study groups for working on writing skills together.
- The following writing manuals:
  - Lucretia B. Yaghjian's *Writing Theology Well: A Rhetoric for Theological and Biblical Writers* (2015), 2<sup>nd</sup> edition
  - Nancy J. Vyhmeister and Terry D. Robertson's *Quality Research Papers: For Students of Religion and Theology* (2020), 4<sup>th</sup> edition
  - Wayne C. Booth and others' *The Craft of Research* (2016), 4<sup>th</sup> edition
  - Gerald Graff and Cathy Birkenstein's *They Say / I Say: The Moves That Matter in Academic Writing with Readings* (2021), 5<sup>th</sup> edition and earlier ones

## Student Evaluation of Courses

Student Evaluation of Courses takes place via Populi at the end of each semester. Course evaluations at the conclusion of each course to serve the following purposes:

- To assist individual faculty in evaluating his/her teaching methods and effectiveness.
- To provide evaluation of courses in terms of the goals of the curriculum.
- To stress the importance of teaching in theological education.
- To give students a more systematic voice in assessment of their learning.

- To assist in the evaluation of faculty, including consideration for promotion and tenure.

Evaluation forms are held in the Office of Academic Affairs. After the faculty member submits grades for the course, copies of course evaluations are sent to them. Course evaluations are reviewed as part of the end-of-the-year faculty evaluations.

## Grades and Grading

The dates upon which grades are due in the office of the Registrar are announced in the yearly Academic Calendar. Generally, grades are due one week following the last day of the fall semester, and ten days following the last day of the spring semester. Senior grades are due five days before the end of the spring semester to allow for processing before commencement.

### Grading System

The grading system is as follows:

A	=	4.0	B-	=	2.75
A-	=	3.75	C+	=	2.50
B+	=	3.50	C	=	2.00
B	=	3.00	F	=	0.00
A	=	97-100	B-	=	80-84
A-	=	94-96	C+	=	75-79
B+	=	90-93	C	=	70-74
B	=	85-89	F	=	Below 70

### Definitions of Grades

**A:** Exceptional graduate-level mastery of material and ability to integrate material with the practice of ministry. Mastery includes comprehension of the content of requisite material, critical and appreciative engagement with all cited sources, creative imagination with regard to the student's own theological understanding, outstanding organization of material and use of language. Written work is of publishable quality and the student exceeds the requirements of the course of study both in written and oral work.

**A-:** Exceptional graduate-level mastery in most respects. Meets the above criteria, but not uniformly so.

**B+:** Above average achievement of material and ability to integrate it with the practice of ministry. Mastery is marked by advanced comprehension of the content of requisite material, considered engagement with all cited sources, more than adequate articulation of student's own theological understanding, more than adequate organization of material and use of language. Meets the requirements of the course of study in both written and oral work.

**B:** Average graduate-level mastery of material and ability to integrate material with the practice of ministry. Mastery includes attributes articulated above. This grade serves as the starting point for all students.

**B-:** Adequate but below average, graduate-level mastery of material and ability to integrate material with the practice of ministry. Mastery includes attributes articulated above.

**C+:** Inadequate mastery of graduate-level material, but at times performance demonstrates graduate-level competence of materials. Mastery includes attributes articulated above. Partially meets requirements of the course of study.

- C:** Inadequate graduate-level mastery of material and ability to integrate material with the practice of ministry. Mastery includes attributes articulated above.
- F:** Unacceptable work that does not meet requirements for graduate-level study.

**Directed Studies** are graded according to the same scale as other courses.

### **Pass or Fail Option**

Students may exercise the option of **Pass or Fail** (P or F) instead of a letter grade for one course per semester, not to exceed a total of eight (8) such courses for the M.Div. degree. Students must elect the Pass/Fail option by the deadline set by the registrar early in the semester. The decision to take a course Pass/Fail is not revocable once the option is exercised. The M.A. and D. Min programs do not allow for the P/F option, with the exception of the thesis/project. The instructor is notified of the names of students who have elected the P/F option after the election is taken.

The Pass/Fail option may NOT be used to fulfill area requirements, unless the required course is specified as P/F, e.g., Supervised Ministry. Students enrolled in Supervised Ministry may choose one additional P/F course during the semester.

Pass carries no grade point and does not enter into a student's cumulative grade point average. Fail does enter into the cumulative grade point average. A student may retake a course in which she/he received an "F" one time. In this situation, the second grade only will be calculated into the cumulative average, however the "F" will remain on the transcript.

**Incomplete (NG):** If a student has an extension to complete coursework beyond the end of the term, a grade of "NG" will be recorded until a grade can be assigned. If the work is not completed by the start of the next term, "NG" will be replaced with an "F" indicating that the student has failed the course and will need to take the course again if they wish to have the F replaced with another grade.

### **Change of Grade**

Once a grade is reported to the office of the Vice President for Academic Affairs, it is final, except when:

1. A clerical error has been made.
2. There has been a change in the evaluation of the student's work on the part of the faculty member.

In all cases, changes of grade must be presented to full faculty for vote.

Petitions for changes of grade must be made no later than two weeks after the grade has been recorded. Students may not appeal a grade unless there is evidence of new information or breach of due process. In such cases, appeals should be directed to the Vice President for Academic Affairs. The Vice President for Academic Affairs will make a determination as to whether sufficient evidence exists. If sufficient evidence is confirmed, a request for change of grade may be forwarded by the Vice President for Academic Affairs to the full faculty for a decision.

### **Extensions**

The granting of extensions for assignments that fall due within any given semester is left to the discretion of the individual faculty member in accordance with the following policy and procedures:

Students wishing an extension beyond the end of the semester must submit a completed and signed extension request form to the Vice President for Academic Affairs prior to the end of the semester. The

Vice President for Academic Affairs/Dean of the Faculty will grant such extensions only for serious illness or a death in the family. For those who do not obtain an extension before the end of the semester, a special request may be made to the Vice President for Academic Affairs/Dean of the Faculty up to one week after the end of the semester. In this case, however, penalties for lateness may be imposed.

No late work will be accepted after one month following the end of the semester. All late work approved by this extension policy must be turned into the Office of Academic Affairs at which time it will be dated and forwarded to the professor

Students who fail to complete work within the allowed extension time will receive a grade of “F” for the incomplete work: CRCDS does not grant “incompletes.” If a student does not complete the work as announced in the syllabus at the beginning of the term without negotiation for an extension with the instructor and the Vice President for Academic Affairs/Dean of the Faculty, the student will not pass the course.

## Satisfactory Academic Progress (SAP) Policy

This Academic Progress policy is designed to ensure that each student is progressing satisfactorily toward the completion of his/her academic program. This policy also serves as the academic progress policy for the continued receipt of federal student financial aid (including federal student loans). Accordingly, this policy applies to all students, regardless of whether the student has applied or is eligible for federal student aid, although the financial aid-related consequences of failure to meet the standards are not applicable to those who are not participating in the federal student aid programs.

Academic Progress Policy: Each student’s academic progress is measured at the end of each semester, as follows:

<b>Academic Progress Standards:</b>	<b>Minimum Cumulative In-Program GPA</b>	<b>Cumulative Credit Hours Completed/ Attempted</b>
<i>Master of Divinity</i>	2.75	66 percent
<i>Master of Arts</i>	3.00	66 percent
<i>Doctor of Ministry</i>	3.00	66 percent

Additional “Maximum Timeframe” Standard: Eligibility is also limited to students completing their programs within one and one-half times the normal program length. The maximum timeframe is reached when the student has “attempted” one and one-half times the number of credit hours required to graduate from his/her program. For example, for students with standard enrollment (no transfer credit), the maximum timeframe to complete a seventy-eight credit-hour program is one hundred seventeen attempted credit-hours. A student whose enrollment within a program exceeds the maximum timeframe standard will be **Academically Dismissed** (see definition below) without benefit of a probationary semester. A dismissal based upon the maximum timeframe standard cannot be reversed under the “Regaining Eligibility Other Than through Appeal” section (below).

Consistency with Academic Policies: For purposes of Academic Progress measurement, all issues of grading policy, Grade Point Average (GPA) calculation, attendance, etc. are calculated in accordance with the general academic policies of CRCDS, except as may be noted below.

Measurement Points: Academic Progress shall be measured at the end of each academic semester.

Completed/Attempted Credit Hours: “Attempted Credit Hours” means the number of credit hours listed in the student’s academic transcript that are applicable to the student’s current academic program. “Completed Credit Hours” means the number of “attempted” credit-hours in which a student earned a passing grade.

Transfer Students: Accepted transfer credit (including transfers from other programs of study at CRCDS) shall be considered only if the transferred credit is applicable to the student’s current enrolled program of study. Accepted transfer credit is considered as completed coursework (both attempted and earned) for purposes of this policy.

Return after an Absence: A student who returns after an absence of more than two calendar years, shall be re-evaluated in a manner consistent with a transfer student as noted above.

Academic Probation and Financial Aid Warning Status: A student who fails to meet the standards defined above will be placed on **Academic Probation** for the following semester of his/her attendance. A student who is on Academic Probation and is also an applicant/recipient of federal student aid shall also be deemed to be in **Financial Aid Warning Status** for the probationary semester. Students in Academic Probation/Financial Aid Warning Status remain eligible for federal student aid for the probationary semester.

Academic Dismissal and Loss of Financial Aid Eligibility: If student on Academic Probation has not returned to “good” academic standing (according to the chart) at the end of the probationary semester, or if the student has met or exceeded the “Maximum Timeframe Standard” (above), the student will be **Academically Dismissed** and will lose eligibility for federal student aid from that point forward. **Academic Dismissal** and the resulting loss of financial aid eligibility may be subject to appeal or remediation (see “Regaining Academic Eligibility”, below).

Regaining Academic Eligibility: A student who has been **Academically Dismissed** may be allowed to continue his/her education under certain circumstances. Students in this circumstance are strongly encouraged to discuss their individual situation with their assigned faculty advisor or the Dean.

Satisfactory Academic Progress (SAP) Appeal: An Academic Dismissal (and loss of eligibility for federal student aid) may be appealed based on mitigating circumstance(s). A mitigating circumstance is defined as an exceptional or unusual event(s) beyond the student’s direct control, which contributed to or caused the academic difficulty. Some examples include: the death of a relative, issues relating to the care of a dependent child, an injury or illness of the student, emotional or psychological issues, or numerous other special circumstances. Appeal letters should be addressed to the Vice President for Academic Affairs and must include a complete description of the circumstances that led to the academic difficulty, how those circumstances have changed/been remediated, and a plan for future academic success. Copies of supporting documentation should be included if possible. It is strongly advised that each student filing an appeal meet with his/her academic advisor so that the advisor can assist the student, provide guidance, and suggest appropriate documentation to include with the letter submission.

A form is also available for this purpose (**Satisfactory Academic Progress –Student Appeal Form**) which guides the student through the proper format and documentation for an appeal. If the appeal is materially complete, it is forwarded to the SAP Appeals Committee. At this time, the student may be asked to submit additional documentation or explanation to the committee which could benefit the student’s appeal review. Decisions of the SAP Appeals Committee are final and not subject to additional appeal.

Approval of Appeal, Academic Plan, and Financial Aid Probation: Students whose appeals have been approved by the committee will be placed on Financial Aid Probation and an academic plan will be created for them. The academic plan is a set of requirements that are designed to return the student to good academic standing before graduation (generally within the maximum timeframe standard). A student meeting the terms of his/her academic plan remains eligible to receive financial aid. Students who fail to meet the terms

of their academic plan will be academically dismissed and lose eligibility for all future financial aid.

Re-Admission After Academic Dismissal: Students who have been *Academically Dismissed* and are unable to obtain approval of their appeal may re-apply for admission after an absence of a full calendar year. The decision to allow re-admission will be made by the Vice President for Academic Affairs based upon their determination of the likelihood of future academic success for the student. A student re-admitted in this manner will be ineligible for financial aid for one semester and will have his/her eligibility reviewed upon completion of that semester.

Return to Good Standing: Once a student has returned to good academic standing, any previous academic difficulty shall have no future bearing on the student's status. Hence, such students will have benefit of all provisions of this policy, including an opportunity to submit an Appeal.

## PROCEDURE:

Single Policy: The Academic Progress policy applies to all students, regardless of financial aid eligibility status.

This Policy and Procedure Statement mirrors the official policy which is published in the *Academic Catalogue* but does not supersede it. Changes to this policy do not become effective until published in the *Academic Catalogue* (including publication of the *Academic Catalogue* in an electronic format).

Upon completion of the Academic Probation//Suspension analysis, the Office of Academic Affairs will create and send notification letters to the affected students. A copy of each letter will be stored in the appropriate student's academic file (paper or electronic). Suspension letters will include text explaining the financial aid ramifications of the status, as well as the appeal procedures (as appropriate). These letters are provided only as a courtesy. Failure to receive a letter for any reason is **not** justification for reinstatement of eligibility or any other special consideration.

The Financial Aid Office will ensure that any necessary adjustments to financial aid authorizations resulting from Academic Progress determinations are processed in a timely manner. Any necessary monetary changes to student accounts will be communicated to the Student Accounts Office, who will process the appropriate transactions.

The SAP calculation measures only credit-hours on an official transcript that are applicable towards the student's current enrolled program of study. The SAP calculation will consider transfer hours, repeated hours, incomplete credit-hours, withdrawn credit-hours, credit-hours attempted for different programs (regardless of whether the student did or did not receive financial aid). Repeated course(s) attempted more than once will be counted in the Completion Ratio and in the Maximum Time Frame calculation but only the most recent grade will count on the SAP Grade Point Average calculation.

The Vice President for Academic Affairs shall appoint the members of the SAP Appeals Committee, which shall always include at least three persons, one of which being the Director of Financial Aid (or the Vice President Enrollment Services if the Director of Financial Aid is not available). The Vice President for Academic Affairs is responsible for the collection and control of appeal letters, and for the coordination of the activities of the Academic Appeals Committee.

The faculty advisors serve as mentors to students throughout the appeals process - discussing the reasons for the student's difficulty and making referrals to appropriate on-campus and off-campus services to help prevent future problems. The Registrar/Coordinator of Financial Aid serves as the primary contact with students regarding questions of student aid eligibility.

The Office of the Vice President of Academic Affairs will produce a letter to each affected student indicating the committee's determination. File copies of all determination letters (including copies of the original appeal/re-evaluation request letter and supporting documentation), will be maintained in the student's academic file (for audit purposes).

## **Auditing**

Full time degree candidates and their spouses, and members of the faculty and their spouses, who obtain the permission of the instructor, may audit one course per semester without fee. Other persons who obtain the permission of the instructor may audit courses for a per-course fee. (See tuition and fees schedule.)

In order to receive a notation of "audit" on the transcript, an auditor must attend classes. Auditors in lecture-style courses are normally not required to complete the reading assignments, and are not permitted to participate in discussion, nor to ask questions. Auditors in seminar-style courses are normally required to complete all the reading assignments and may participate in class discussion at the discretion of the instructor. Auditors may not take examinations or request any kind of evaluation of their work. Auditors in language courses must complete all the assignments, and may, at the discretion of the instructor, take quizzes and examinations.

All auditors must register during the registration period in the Registrar's office. At no time after the drop/add period is it possible to change the terms of a course from audit to credit. There will be no upgrades to credit for courses taken as audits.

Persons invited by the Vice President for Academic Affairs to be guests of the Divinity School may attend classes on an audit basis. No fee is charged, nor any academic records kept.

## **Winter and Summer Courses**

CRCDS offers M. Div. and D. Min. courses in winter and summer. These courses are considered part of the regular academic year for financial aid purposes. A student may receive financial aid only for the number of courses required for the degree. Courses a student takes beyond the number required to fulfill degree requirements are not eligible for financial aid.

A student may only register for one course during winter and summer terms. The contact hours are the equivalent required for an equal number of units during the fall and spring terms.

All decisions regarding changes in courses status (pass/fail, Drop/add, audit/credit) must be made prior to the third class session in a course. No notations will be made on the student's transcript in these cases.

A student may withdraw from a course up to the midpoint of the course. If withdrawal takes place between the third class session and the midpoint of the course, a "W" (Withdrawal) will be noted on the student's transcript. No refunds are granted after the second-class session. Students who withdraw from a course following the midpoint of the course will receive an F (Fail).

A student who needs an extension for the completion of the course work beyond the last academic session (or due date of final paper as noted in the syllabus at the beginning of the course) must apply in writing to the Vice President for Academic Affairs, prior to the end of the course session. Such extensions will be only granted for reasons of serious illness or a death in the family.

For purposes of Supervised Ministry, school is considered to be in session during the winter term. Supervised Ministry students are normally expected to work at their field sites during the winter dates set by the Supervised Ministry Director.



## Summer Course Work at other Institutions

Students must obtain the endorsement of their advisor and the permission of the Vice President for Academic Affairs in order to undertake summer work at institutions other than CRCDS for credit. In all cases, students who intend to undertake summer course work (including Clinical Pastoral Education) must register their intentions with the Office of Academic Affairs and the Registrar.

## Coursework at Other Schools

Students enrolled in the M.Div. or M.A. programs are allowed to take up to six (6) graduate-level courses at other schools where CRCDS has cross registration agreements, including St. Bernard's School of Theology and Ministry, Northeastern Seminary, and University of Rochester. Such course work must bear a direct relationship to the program of study being undertaken at CRCDS and be approved by one's advisor. Students must also respect grading and academic policies of the host institution. **A student may not take more courses at other institutions than they are taking at CRCDS during any given term.**

### St. Bernard's School of Theology and Ministry

All graduate-level courses at St. Bernard's are open to CRCDS students. Students register with the CRCDS Registrar for fall and spring terms and payment is made to CRCDS. However, students will need to register directly with St. Bernard's for any courses taken during the summer or January terms. Students at St. Bernard's have the same privileges and observe the same procedures.

### Northeastern Seminary

Students are allowed to cross register at Northeastern Seminary providing space is available. Such course work must bear a direct relationship to the program of study being undertaken at CRCDS and be approved by both institutions using the CRCDS-NES Inter-Institutional Student Enrollment Form available from the Registrar. Students at Northeastern Seminary have the same privileges and observe the same procedures.

### University of Rochester

Cross registration for graduate-level courses is available with the approval of the Vice President for Academic Affairs. Please see the Registrar for pertinent paperwork and policies.

# LIBRARY RESOURCES

The Ambrose Swasey Library (ASL) provides resources to aid faculty and students in their teaching, learning, and research. CRCDS partners with [University of Rochester's River Campus Libraries](#) so that CRCDS students and faculty have the same borrowing privileges and virtually the same access to online library resources—e-books, e-journals, streaming films, and research databases—as UR graduate students and faculty, with few exceptions.

Physical materials are delivered between the libraries 4 days a week, Monday through Thursday. Books requested from other UR River Campus Libraries will be available for pickup at ASL within 48-72 hours.

## Use of Ambrose Swasey and UR Rush Rhees (River Campus) Libraries

- CRCDS faculty, staff, students, and alumni are welcome to visit and borrow materials from both.
- Assistance with library accounts, services, and research help is available at both.
- ASL and UR River Campus Libraries share a [library catalog](#) for locating and requesting materials.
- Current CRCDS students, faculty, and staff:
  - Use [Interlibrary loan \(ILL\)](#) services through UR.
  - Access [databases](#) and other electronic resources like e-journals and e-books through UR (UR guest NetID required).

## Contact Information

### CRCDS Ambrose Swasey Library

**Reference Librarian:** Desirae Zingarelli-Sweet  
[dsweet@crcds.edu](mailto:dsweet@crcds.edu), [dzsweet@crcds.edu](mailto:dzsweet@crcds.edu), 585-340-9601  
[www.crcds.edu/library](http://www.crcds.edu/library)

### University of Rochester Rush Rhees Library (River Campus)

**Q&i Desk (Circulation & Reference):** 585-275-5804, chat via website  
**Interlibrary Loan:** [illreq@library.rochester.edu](mailto:illreq@library.rochester.edu), 585-275-4454  
**Subject Librarian:** Lara Nicosia  
([lnicosia@library.rochester.edu](mailto:lnicosia@library.rochester.edu)) [www.library.rochester.edu](http://www.library.rochester.edu)

## Hours

Ambrose Swasey Library hours are posted on the CRCDS website and outside the door to the Library. The Library is accessible whenever the building is accessible, with rare exceptions. Alumni and other visitors are welcome during specified alumni and visitor hours, typically during regular business hours. Students are welcome to visit the Library during the day and when classes are taking place, including weekday evenings. On occasions when the Library and the building are closing simultaneously, library patrons must exit at that time as well.

Hours for [UR River Campus Libraries](#) are posted on their site.

## Summary of Library Policies

### Technology Use

#### UR Guest Accounts

Current students, faculty, and staff with guest access to library databases, e-books, and other e-resources through UR Libraries are subject to [UR IT's Acceptable Use Policy](#) and any other UR policies governing UR guest accounts. Guest account holders are responsible for knowing and adhering to those policies.

#### Use of Library Technology

Access to Ambrose Swasey Library laptops, tablets, and the School's secure wireless network is a privilege offered to the students and visitors of Colgate Rochester Crozer Divinity School, subject to the Student Acceptable Use Policy (Appendix V) and the School-wide Information Technology Acceptable Use Policy.

The following policy pertains to use of Library-owned computers, tablets, and other devices and network use within the Library and is not to supersede other CRCDS policies. Disciplinary action, if taken, shall be consistent with policies and procedures of CRCDS, as well as all current federal, state, and local laws.

- Use of any Ambrose Swasey Library technology resources should primarily be related to academic and other research-related pursuits. Under no circumstances may these resources be used for personal financial gain and/or commercial purposes.
- Users are responsible for maintaining the security of their own accounts and passwords. Personal accounts and passwords should not be shared with anyone else.
- Users may not install software on library devices or modify configurations in any way without prior approval. In particular, anyone using a library device must not knowingly distribute or launch computer viruses or other rogue programs.
- Users must be sensitive to the public nature of shared resources and take care not to display screen images, sounds, or messages likely to create a hostile atmosphere for others.
- Users may not transmit, retrieve, display, and/or download text or media that constitutes harassment or that violates any federal, state, or local laws or other CRCDS conduct policies.

For help using library technology, see the Reference Librarian.

### Services for People With Disabilities

The Library is committed to making the institution's research resources accessible to all library users beyond formal student accommodations. As appropriate, please speak with the librarian about how we can best assist you, whether it is facilitating your access to a screen reader-friendly version of a text, retrieving a book from the shelf, or something else.

### Policies for Ambrose Swasey Library's Physical Space

#### Scanning, Copying, and Printing

A multifunction color printer is available in the Library for printing, scanning, and photocopying. Students, faculty, and staff use their assigned individual or departmental copy codes to release print jobs. Scanning is

free. After the first 25 pages each semester, the cost for printing and copying is 10 cents per page, for both black and white and color. Students are billed through their student accounts. Alumni and visitors should see the Reference Librarian for assistance scanning, printing, or copying.

### **Food and Drink Policy**

Covered beverages and dry foods are welcome in the library. Please enjoy other food and drink in the Common Area.

### **Noise Level**

The Library serves multiple purposes—silent reading and individual study, as well as consultation on research resources and collaborative work. It is expected that the volume of conversations will remain at a respectful level, particularly if others are using the space for studying. If the noise level becomes disruptive, the individual(s) will be invited to enjoy an alternate space.

Ringtones, alarms, and notifications on phones and other devices brought into the Library should be set on low volume or silenced. Phone calls lasting longer than a minute should be taken outside of the Library when others are studying. Headphones are to be used when listening to music or other audio.

### **Unattended Personal Belongings**

The fate of any unattended belongings is the responsibility of the owner of those items, not the Library. Items that are left behind will be kept at the librarian's desk until the owner is found. Lockers are available nearby in the back hallway for storing personal belongings.

# ATTENDANCE COSTS & FINANCIAL AID

## TUITION AND FEE SCHEDULE FOR ACADEMIC YEAR 2022-2023

### Graduate Certificate/Master's/Doctoral Level Programs

Tuition	Cost	Estimated Total
Doctor of Ministry	\$300/month	\$10,500 – \$21,600
Master of Divinity	\$300/month	\$10,500 – \$18,000
Master of Arts	\$300/month	\$7,200 – \$14,400
Graduate Certificate	\$300/month	Varies by student

### Classic Track

Tuition	Cost
Master's Programs and Graduate Certificate Credits	\$598/hour
DMin Thesis Continuation Fee	\$900/semester
DMin Thesis Active File Fee	\$900/semester

## FEES AND EXPENSES

(Varies Based on Program and/or Program Track)

Student Fees	\$300/year
Late Registration Fee (see Academic Calendar)	\$50
Audit Fee	
For Clergy & Alumni/ae	\$150/course
All Others	\$300/course
MA and DMin Thesis Processing Fee	\$75
Graduation Fee	\$225
Transcript Fee	\$10/copy

\*All costs are subject to change.

## CRCDS Tuition Subscription Plan

CRCDS students are eligible to subscribe to the Tuition Subscription Plan (TSP). The subscription plan allows students to take a maximum number of courses per academic year, as outlined below, and pay \$300/month for a 12-month period that coincides with the school's fiscal year. The tuition costs are offset

by the generosity of CRCDS donors.

Maximum number of courses per year (July to June) – see below for semester/intensive guidelines:

Summer intensive and Fall semester courses count towards the maximum classes for the fall semester  
Winter intensive and Spring semester courses count towards the maximum classes toward the spring semester.

Master's and MDiv students may take up to 4 classes/semester at the Tuition Subscription Plan rate.

- MDiv. Program: 8 courses per fiscal year
- MA Program: 8 courses per fiscal year
- DMin. Program: 4 courses per fiscal year
- Graduate Certificate: 6 courses per fiscal year

### TSP Program benefits

- Allows for monthly budgeting
- Allows for potential to decrease overall student debt
- Allows for focus on studies as opposed to finances

### Who is eligible? \*

- All degree-seeking students
- All students enrolled in a Graduate Certificate Program
- The TSP applies to courses for credit, audit, and intensives for matriculating students.

### Who is not eligible?

- Students enrolled in the School for Christian Leadership
- Students taking a course, but not enrolled in a degree program or graduate certificate
- Students auditing a class

### How does it work?

- During registration for courses, students will be required to fill out a payment agreement form for the tuition subscription plan
- Completion of the FAFSA is strongly encouraged, but not required for participation in the Tuition Subscription Plan (TSP)
- Doctor of Ministry students may take up to 4 classes per fiscal year at the Tuition Subscription Plan rate.
- Graduate Certificate Students may take up to 3 classes during a designated semester and intensive period at the Tuition Subscription Plan rate.
- Master's and MDiv students may take up to 4 classes during a designated semester and intensive period at the Tuition Subscription Plan rate
- Students with special permission from the Vice President of Academic
- Affairs to register for classes that exceed the maximum course load will be billed at the \$598/credit rate for those classes
- Students who choose not to participate in the subscription plan will be billed at prevailing credit hour fee, currently 598/credit hour. This selection will invalidate eligibility for CRCDS institutional aid.

- Students can apply for federal financial aid
- Current students enrolled in the TSP will begin payment plans in July.
- Incoming students in all degree programs and graduate certificates for the
- Fall semester enrolled in the TSP will begin payment plans in August.
- Students beginning matriculation in the Spring semester will start payment plans in January.

To make the M.Div., M.A., and D.Min. programs financially feasible for Canadian students, Canadian dollars are accepted at par for tuition and fees.

The school participates in the William D. Ford Federal Direct Loan Program. Part-time or full-time students in the M.Div., M.A., or D.Min. programs may ask the school to certify an application for a Federal Direct Loan if they fulfill the regulations of the program. Only unsubsidized loans are available per U.S. Department of Education regulations. If a student receives Title IV money from the Federal Direct Loan Program and withdraws from school, federal regulations require the school to calculate refunds due to the lender. Due to constantly changing government guidelines, loan information may be revised at any time.

More information about the external grants, denominational financial aid programs, the Federal Direct Loan Program, the satisfactory academic progress requirements, and consumer information regarding financial aid is available on the CRCDS website and by contacting the Office of the Registrar and Coordinator of Financial Aid. Additionally, the *Student Handbook* contains detailed information about the school's financial aid program and policies. The handbook is available on the school's website at [www.crcds.edu](http://www.crcds.edu).

Colgate Rochester Crozer Divinity School coursework is also approved by the U.S. Department of Veterans Affairs. Students eligible for VA education benefits should contact their VA representative for more information.

Please contact the Registrar and Coordinator of Financial Aid at (585) 340-9669 or [qkimbrough@crcds.edu](mailto:qkimbrough@crcds.edu).

## FINANCIAL AID

**Note:** Each academic year all students applying for financial aid must complete the Free Application for Federal Student Aid (FAFSA).

***Does the Divinity School participate in the state-sponsored financial assistance programs?***

No.

***Does the Divinity School participate in the federal work study program?***

No.

***Does the Divinity School participate in the federal Perkins loan program?***

No.

## Estimated Cost of Attendance

### Master's Level Tuition Subscription Plan

Tuition Subscription Plan \$300/month	\$3,600
Student Fee	\$300
Books and Supplies (\$215 per course)	\$1,290
Housing (\$1500 per month for 9 months)	\$13,500

Food (\$500 per month for 9 months)	\$4,500
Transportation (or IRS 57.5 cents per mile x 30 if 1x p/wk - x 60 if 2x p/wk)	\$1,200
Health Insurance (based on estimates)	\$1,500
Liturgical Clothing	\$300
Other Expenses	\$1,000
<b>Total Expenses Master of Divinity</b>	\$27,190
<b>Total Expenses Master of Arts</b>	\$27,190
<i>*Master of Arts Thesis Processing Fee - Add</i>	\$75
<i>Graduation Fee - Add</i>	\$225

Doctor of Ministry Tuition Subscription Plan

Tuition Subscription Plan \$300/month	\$3,600
Books and Supplies (\$215 per course)	\$860
Housing (\$1500 per month for 9 months)	\$13,500
Food (\$500 per month for 9 months)	\$4,500
Transportation	\$1,500
Health Insurance (based on estimates)	\$1,500
Liturgical Clothing	\$300
Other Expenses	\$1,000
<b>Total Expenses Doctor of Ministry</b>	\$26,760
<i>Thesis Processing Fee - Add</i>	\$75
<i>Graduation Fee - Add</i>	\$225

Master's Level Classic Track

Tuition (\$598 per credit hour; \$1794)	6 courses \$10,764
Student Fee	\$300
Books and Supplies (\$215 per course)	\$1,290
Housing (\$1500 per month for 9 months)	\$13,500
Food (\$500 per month for 9 months)	\$4,500
Transportation (or IRS 57.5 cents per mile x 30 if 1x p/wk - x 60 if 2x p/wk)	\$1,200
Health Insurance (based on estimates)	\$1,500
Liturgical Clothing	\$300
Other Expenses	\$1,000
<b>Total Expenses Master of Divinity</b>	\$34,354



<b>Total Expenses Master of Arts</b>	\$34,354
<i>*Master of Arts Thesis Processing Fee - Add</i>	\$75
<i>Graduation Fee - Add</i>	\$225

Doctor of Ministry Classic Track

Tuition (\$598 per credit hour; \$1794 per course)	(4 courses) \$7,176
Books and Supplies (\$215 per course)	\$860
Housing (\$1500 per month for 9 months)	\$13,500
Food (\$500 per month for 9 months)	\$4,500
Transportation	\$1,500
Health Insurance (based on estimates)	\$1,500
Liturgical Clothing	\$300
Other Expenses	\$1,000
<b>Total Expenses Doctor of Ministry</b>	\$30,336
<i>Thesis Processing Fee - Add</i>	\$75
<i>Graduation Fee - Add</i>	\$225

## FEDERAL DIRECT STUDENT LOANS

### Does the Divinity School participate in any Title IV loan programs?

Yes. CRCDS participates in the Federal Direct Loan Program (unsubsidized).

### How do I apply for the Federal Direct Loan (unsubsidized)?

Part-time or full-time students who matriculate in a degree program can apply for the Federal Direct Loan. The borrower must first file a FAFSA form so the school can determine if the student qualifies for the Direct Loan program. The student must also meet the following minimum requirements:

Maintain satisfactory academic progress.

Students on probation must have at least a 2.0 cumulative GPA to receive loans.

Not be in default on any Title IV loan, and

Not owe a refund to any Title IV grant/loan.

### How do I receive my loan money?

Student loan disbursements are scheduled each semester after the drop/add period unless the student is attending for the first time. First time Divinity School students may be subject to a 30-day delayed delivery on the first loan disbursement. Most loans are disbursed to the School as an EFT.

### If the student loan arrives as a check, the following is the procedure:

1. Student loan checks are disbursed to the School by the lender and made co-payable to the student and the School. It is the policy of Colgate Rochester Crozer Divinity School to have the student endorse the check and apply the proceeds to the student's account.
2. If a refund is due the student after deducting all tuition, fees, rent, and other charges authorized by the student on the William D. Ford Rights and Responsibility Form, he/she will receive the refund within ten days from the date of the endorsement of the loan check or EFT deposit.
3. The Coordinator of Financial Aid will verify before each disbursement that the total financial aid does not exceed the Cost of Attendance. The lender will be notified to reduce subsequent disbursements. If the check has already been disbursed, then the check will be returned to the lender to prevent an over-award.

### What is Verification?

Certain students will be selected for verification by the processing center of the U.S. Department of Education or by the school's Director of Financial Aid/Registrar. Verification means that income and household size information reported on the need analysis form will need to be checked for accuracy. Selected students will be notified in writing and will have 30 days to complete the process. The worksheets and federal income tax returns provided by the students are used to verify the student's and spouse's adjusted gross income and federal income tax paid. Untaxed income and benefits, number of family members in household, and number of family members enrolled in college are also verified. Any changes made to the information may adjust the Expected Family Contribution (EFC) and change the student's eligibility for financial aid. If a change in loan eligibility does result, the Office of Financial Aid will notify the student in writing. Any suspected case of fraud or misrepresentation will be referred to the U.S. Department of Education.

A change resulting from the verification process will be corrected using one of the following methods:

- 1) The student may correct their FAFSA information at [www.fafsa.ed.gov](http://www.fafsa.ed.gov).
- 2) The School will transmit the necessary corrections to the CPS processor electronically.

Student loan applications will not be processed until the verification process is complete. Loan checks may be returned to the lender or disbursement values may be reduced as an outcome of the verification process.

### What is the policy for refunds made to students who do not complete the semester?

Instructors are required to certify class enrollment verifying attendance for the first eight weeks of the semester. This information assists the institution in determining the last date of attendance if a student should withdraw before the end of the term. It also establishes if the student or another party may be due a refund.

Students who withdraw, formally or informally, will receive a tuition adjustment based on the following institutional policy:

<u>Withdrawal date</u>	<u>Percentage of tuition adjustment</u>
During the drop/add period (usually the first 2 weeks)	100%
After drop/add but before the end of week 4	50%
After week 4	0%

If the student receives Title IV funds under the Federal Direct Loan program, CRCDS is required to calculate whether a refund is due to the student or the program. This is done by determining the amount of program assistance earned relative to the time spent in academic attendance. CRCDS will employ the following process:

1. Determine the date the student withdrew. If the student begins the official withdrawal process or provides notice of his/her intent to withdraw, the later date of either the withdrawal or the notice will be used. If the student does not notify CRCDS, the midpoint of the semester or the last date of attendance will be used unless the student withdraws due to an unforeseen circumstance, in which case, the date of the circumstance will be used. Students who do not return from a leave of absence (official or unofficial) will be considered withdrawn.
2. Calculate the institutional charges and how much Title IV was earned and disbursed.
3. Determine if the student is owed a post-withdrawal disbursement or if the student and/or CRCDS must return funds to the lender. After the 60% point in the semester, a student has earned 100% of the federal aid and no refund is due to the lender.
4. Send the lender a refund if necessary.

### How do I repay my loan?

Student loan borrowers are obligated to keep copies of all loan documents and correspondence from the lender. In addition, borrowers are obligated to maintain contact with the lender whenever there is a change in name, address, or student status. Remember that student loans must be repaid:

- Even if the borrower does not complete the program of study
- Even if the program of study does not meet the borrower's expectations
- Even if the borrower cannot find employment after leaving school

Graduating seniors and those who withdraw from school must participate in the Student Loan Exit Counseling. Repayment options, deferments and consolidation loans are being handled by Inceptia Corporation on an individual basis.

*For more information about the Federal Direct Loan), you may contact the Registrar/Coordinator of Financial Aid or your servicer. Additional policies and consumer information are available at [www.crcds.edu](http://www.crcds.edu).*

### When I am in repayment, can my loans be canceled?

Yes. It's possible to have your student loan debt discharged (canceled) or reduced, but only under certain specific circumstances:

- ❖ You die or become totally and permanently disabled
- ❖ Your school closes before you complete your program
- ❖ For Direct Loans only: Your school owes your lender a refund, forges your signature on a promissory note, or certifies your loan even though you don't have the ability to benefit from the course work
- ❖ You work in certain designated public school service professions (including teaching in a low-income school)
- ❖ You file for bankruptcy (This cancellation is rare and occurs only if a bankruptcy court rules that repayment would cause undue hardship.)

For a full description of loan cancellations, contact your servicer.

### If I have a problem with my student loans that I cannot solve, where can I get help?

If you are in school, contact the Office of Financial Aid, your lender or servicer. If you are in repayment, the first contact should be with *Inceptia* with your personal loan counselor at 855-471-1615.

The U.S. Department of Education also has an Ombudsman's Office for this purpose. You can reach the office at: this ***toll-free telephone number***: 1-877-557-2575.

**Internet:** <http://sfahelp.ed.gov>  
**Or** <http://ombudsman.ed.gov>

**Mail:** U.S. Department of Education  
FSA Ombudsman  
Fourth Floor  
Washington, DC 20202-5144

**Phone:** 1-877-557-2575      **Fax:** 202-275-0549

### Are there federal work-study jobs on campus? No.

#### ***How can I find out about other sources of financial aid?***

The Director of Financial Aid has information available about denominational and secular sources of financial assistance. Students are encouraged to aggressively seek self-help aid such as outside grants and scholarships to keep their loan indebtedness to a minimum.

Do research in a local library in your region or use our online scholarship search tools for self-help (Step 3 Financial Aid section). Contact your denomination and see what grant and loan programs are available. In addition, do not forget to check out the web.

#### **How does financial aid affect my income tax?**

Before filing your income taxes, be sure to check the current tax regulations regarding grant assistance or tax credits. The Internal Revenue Service or a qualified tax preparer will be able to answer your questions.

#### **Can I work while I am a student?**

Yes. Students are encouraged to work if possible. A very limited number of campus jobs may be available, and many students often find off-campus jobs in the surrounding area.

## Policy on Returning Military Tuition Assistance (TA)

Military Tuition Assistance (TA) is awarded to a student under the assumption that the student will attend school for the entire period for which the assistance is awarded. When a student withdraws, the student may no longer be eligible for the full amount of TA funds originally awarded.

To comply with the new Department of Defense policy, Colgate Rochester Crozer Divinity School will return any unearned TA funds on a proportional basis through at least the 60% portion of the period for which the funds were provided. TA funds are earned proportionally during an enrollment period, with unearned funds returned based upon when a student stops attending.

If a service member stops attending due to a military service obligation, Colgate Rochester Crozer Divinity School will work with the affected service member to identify solutions that will not result in a student debt for the returned portion.

### Calculation

When a student “officially” withdraws from a course, the date of withdrawal will be used as the last date of attendance. For unofficial withdrawals, Colgate Rochester Crozer Divinity School will determine the last date of attendance (LDA) by reviewing the last date of activity within a course in consultation with professor.

Once LDA has been determined, Colgate Rochester Crozer Divinity School will recalculate TA eligibility based on the following formula:

Number of days completed / Total days of the course (start to end date) = percent earned

### Return of funds

Determining eligibility for TA is class specific. The start and end date will be used for each class to determine eligibility. Using the formula above, Colgate Rochester Crozer Divinity School will be required to return some or all of the TA awarded to service members that did not complete at least 60% of each course; possibly creating a balance on a student’s account.

## NOTICE OF FEDERAL STUDENT FINANCIAL AID PENALTIES FOR DRUG LAW VIOLATIONS

### Drug and Alcohol Policy

Colgate Rochester Crozer Divinity School is committed to maintaining a drug-free environment. In accordance with the Drug-Free Schools and Communities Act Amendments of 1989 and the Higher Education Reauthorization Act of 1987, the school is providing you with this notice.

- Consumption of alcohol is prohibited in all academic, administrative, and public areas of the Divinity School buildings and grounds except when served by a trained server employed by a caterer for special events.
- The unlawful possession, use, or distribution of illicit drugs or alcohol is prohibited. Such activities violate the school’s standards of conduct and may subject the violator to disciplinary action.

Violators of these policies risk disciplinary actions up to and including expulsion or termination from the Divinity School and referral for prosecution by federal, state, and local law enforcement agencies.

Federal, state, and local laws make illegal use of alcohol and drugs serious crimes. Conviction can lead to fines, imprisonment, assigned community service, and permanent criminal records.

## **STUDENT ACCOUNTS**

### **Payment of Student Accounts**

Students may make cash or check payments on their account in person at the Student Account's Office. Personal checks may be mailed to the Student Account's Office. Checks should be made payable to Colgate Rochester Crozer Divinity School. Payments may also be made by credit card (MasterCard, Visa, Discover, or American Express) either in person, by phone to the Student Account's Office, or online at [www.crcds.edu](http://www.crcds.edu). As a service to our students, payments may be extended over several months by filing an Extended Payment Form with the Student Account's Office (see Extended payment policies and application form).

#### **Master's Students**

Payment schedule for the fall and spring semesters for-credit courses is as follows: One-half of all tuition and fees is due before the first day of classes. The second half is due five weeks after the first day of classes.

All Winter and Summer term tuition and fees are due no later than the first day of the term. Tuition payment requirements must be satisfied in order for the student to attend class. No extended payment plans are available for these terms.

Payments for all audit course charges, regardless of term, are due in full by the first day of the term. No extended payment plans are available for these courses.

All first-time students are required to pay a \$150 Pre-Enrollment fee. This will be applied to the student's tuition and is non-refundable if the student chooses not to attend.

Registration for course work is not considered complete until students have paid the necessary tuition and fees or made a satisfactory alternative payment arrangement with the Student Accounts Office. Late registration may be subject to a \$50 fee.

All financial aid forms should be completed one month before the payment due date to ensure that all funds are received on time. A late fee may be assessed to those who have not completed the financial aid forms by this time. Financial aid from the school is applied toward tuition due. Students who have been awarded scholarships, loans, or other grants from agencies outside the school, who do not have the funds in hand by the first day of each new term must present confirmation from the agency from whom payment will be received, including the anticipated disbursement date to avoid a late fee. In the absence of such confirmation, payment will be expected from the student while they await the agency payment. If no payment is made to cover the awarded scholarship, loan, or grant, a late fee may be accessed.

#### **Extended Payment Plan**

Extended Payment Plan Applications are accepted for the Fall and Spring semesters, for-credit courses only.

Students should advise the office if some or all of tuition and fees will be paid by a loan, grant or a scholarship from a source other than CRCDS on the Extended Payment Application Form. Also, students should communicate with the office by completing an Extended Payment Application Form if a student loan disbursement has not been received prior to the tuition and fees due date.

Plans extending beyond the fifth week of classes will be charged a \$50 enrollment fee.

Accounts must be current to participate in the extended payment plan. Installment payments not received by the due date will be assessed a **\$50 late charge per month** until the account is current. Delinquent accounts may lose eligibility to participate in payment plans in the future.

### **Delinquent Accounts**

- Accounts not kept current will be assessed a monthly late fee - **\$25 late charge per month** for The School for Christian Leadership Program, **\$50 late charge per month** for all other programs, until the account is current.
- Grades and transcripts are not released to students, nor credit granted for course work completed, unless all charges are paid in full.
- Degrees/Certificates will not be conferred and official transcripts will not be released until the student is in good standing regarding all financial obligations to the Divinity School.
- A graduating student may not participate in the graduation ceremonies unless all financial obligations to the School have been paid in full.
- Students with delinquent accounts will not be permitted to register for the next semester until the student is again in good standing with the School regarding all financial obligations, or a satisfactory arrangement has been made with the Business Office.
- All prior year balances must be paid in full before the start of the next academic year.
- The Divinity School reserves the right to transfer past due accounts to an external collection agency when internal efforts have been exhausted. Collection costs and other legal fees incurred will be billed to the student account and will become the responsibility of the student.

### **Federal Direct Loan Rights/Permissions and Refunds**

Federal Direct Loans will arrive by electronic fund transfer. Students are required to complete a Federal Direct Student Loan Rights/Permission form each term in order to complete loan processing.

A student has the right to decline all or part of their Direct Loan.

Any Federal Direct Student Loan monies creating a credit balance on your account will be paid to you by the end of the academic year unless a request is received in the Office of Student Accounts for a return of the monies to the Department of Education.

If you choose to take a refund of all or part of a credit balance created on your student account by a Federal Direct Student Loan a check will be processed payable to you. Notification will be made through campus email when a check is ready for pickup in the Office of Student Accounts within 10 business days after the loan funds are credited to your account.

The Right/Permission form may be on the CRCDS website ([www.crcds.edu](http://www.crcds.edu)) or in the Office of Student Accounts in Strong Hall, Room 318.

### **Tuition Refunds**

A student may withdraw from a course without transcript notation by completing a formal withdrawal request and with full refund of the tuition for that course up until the completion of the second week of the fall and spring terms (drop/add date). Fees are, however, non-refundable.

Students who withdraw from a course after the fourth week will receive no refund of tuition. Students who withdraw between the second and fourth week will receive a refund of one-half of tuition for the course. The tuition refund will be based on the date that the Registrar was notified of the dropped course and not when the student stopped attending classes.

A student may withdraw from a doctoral level course without transcript notation and with full refund of the tuition for that course up until the completion of the second week of the term (drop/add date). Students who withdraw from a course after the fourth week will receive no refund of tuition. Students who withdraw between the second and fourth week will receive a refund of one-half of tuition for the course. The tuition refund will be based on the date that the Registrar was notified of the dropped course.

A student may withdraw from a winter or summer intensive course without transcript notation and with full refund of the tuition for that course up until the completion of the third day of the term (drop/add date). Students who withdraw from a course after the third day will receive no refund of tuition. The tuition refund will be based on the date that the Registrar was notified of the dropped course and not when the student stopped attending classes.

Please note Direct Loan funds many need to be returned to the Department of Education if 60% of the term has not been completed. More information regarding Direct Loans can be found on the Financial Aid web page or section of this handbook.



# **CRCDS WORSHIP SERVICES**

## **Schedule of Worship Services**

Worship services this semester (Fall 2020) will take place on Tuesdays at 11:15 AM and occasionally on Mondays at 4:15 PM

Everyone is welcome to take part in worship services of all traditions. Worship services are held on campus in the CRCDS Chapel or via zoom.

Worship is led by members of CRCDS's various traditions according to the schedule agreed upon by faculty and student denominational representatives who make up the faculty's School Worship Committee.

Each week, those who plan the service strive to draw upon the finest resources of a specific ecclesial tradition while at the same time including music and practices of other denominational traditions valued by those who will attend the service.

From time to time, additional services scheduled by various groups are held. Any group scheduling a community service of worship should make every effort to avoid creating scheduling conflicts with other planned events by consulting the master calendar.

## **Mission Statement of the CRCDS Worship Committee**

The Worship Committee of CRCDS facilitates the spiritual growth of faculty, students, and staff through worship opportunities that reflect the diversity of traditions, styles, and contexts of the seminary community.

The Committee seeks to accomplish this mission by acknowledging that:

- As an ecumenical community, we value the variety of faith traditions represented among us, and seek ways in which diverse traditions can complement and converse with each other through worship that is truly ecumenical and welcoming.
- As a spiritual haven and place of empowerment, we understand that one purpose of corporate worship is the up-building of the people of God through their spiritual nurture.
- As a teaching laboratory, we understand this to be a setting in which students preparing for ministry are afforded the opportunity to experience themselves as leaders of worship, and to practice these skills by planning and leading the community in prayer and praise.
- As a prophetic and visioning community, we seek to open ourselves to the church of the future through diversity of styles (experimental, experiential, formal, informal, creative, or traditional).

The Committee seeks to accomplish this mission by our commitment to:

- Scheduling worship in the traditions or denominations represented in the community and in compliance with the covenants.
- Modeling a variety of worship styles and resources.
- Providing opportunities for students to plan and lead worship under the tutelage of faculty.
- Conducting forums for response to worship offered on campus.
- Encouraging ecumenical worship experiences.
- Encouraging experimentation with new forms of worship through which to praise God and communicate the Gospel to the people.

As a laboratory of the Spirit, CRCDS seeks in its services to worship God in ways that are radically inclusive, genuinely prayerful, and modeling of creative excellence. Worship is fundamental to the spiritual life of individuals and groups, and as such is to be approached with reverence and respect for all people, regardless of race, gender, ability, or sexual orientation, and in the spirit of ecumenism, which reflects the community of believers.

In all of these ways, we commit ourselves to inclusiveness and welcome for the people of God, and the glorifying of God through the highest standards of excellence in worship and artistry.

## **CRCDS Worship Committee and Its Members**

### **Committee Membership**

The Worship Committee falls under the purview of the Director of Student Support Services and Coordinator of Spiritual Care. At least one student representative and one faculty member are a part of the committee. Any member of the CRCDS community interested in participating in the work of the Committee on a regular basis is welcome.

Denominational groups with small numbers of students may participate in worship leadership even if they are not able to have a regular presence at Worship Committee meetings.

### **Responsibilities of the Worship Committee**

It is the responsibility of the Worship Committee to:

Foster leadership in the development of a Worship program that will enhance the spiritual life and growth of the community by:

Facilitating the resources needed and/or requested by the groups responsible for planning and conducting worship.

Modeling worship in various forms and contexts. Chapel services planned by the Committee shall be conducted in a manner which teaches ways to offer a variety of worship experiences, and is intentional in its goal of modeling excellence, creativity, and thoughtfulness in worship. We welcome the opportunity to serve the wider church through the development and discovery of alternate worship forms.

Designing and providing a forum on an as-needed basis to discuss chapel services, including those planned and led by M.Div. students. The All-School Worship Committee shall provide facilitative leadership in these forums.

Facilitating the assignment of faculty advisors to assist and advise students in their planning of worship.

Establishing guidelines for worship and interpreting the guidelines and other decisions regarding worship to the community.

Scheduling worship services for each academic semester. The Committee will schedule opportunities for various denominations and traditions, as well as for other campus-recognized groups and organizations, to plan and lead worship. The ratio of distribution for the denominations, traditions, and organized groups on the worship schedule will be spread out in as fair a manner as can be achieved by the Committee in planning the next semester's schedule of services. The Committee shall fill in to plan chapel services as a Committee on dates not used by others.

The Worship Committee will develop a tentative rotation and schedule of preachers as part of its planning process. The committee will establish the final rotation of traditions. Each tradition is responsible for confirming the schedule and extending invitations to all participants.

## Interaction with the Larger Community

It is the responsibility of the Worship Committee as it interacts with the larger CRCDS community to:

- Encourage denominational involvement with the Worship Committee
- Publicize chapel services and meetings of the Committee.
- Work with the Vice President for Academic Affairs to obtain information about denominations represented on campus each semester.
- Establish and publicize the worship schedule for the coming semester.
- Revisit and reevaluate on an annual basis.
- Encourage worship leaders to honor, coordinate with, and include in their planning of services, campus traditions, events, or activities as appropriate (e.g., President of the Divinity School speaks at first service of each semester; Vice President of Academic Life speaks at second service of each semester; Director of Black Religious Thought and Life speaks at third service of each semester; Director of Gender, Sexual and Racial Justice Studies speaks at fourth service of each semester; special guests are on campus for events such as the Mordecai Wyatt Johnson Institute, the Helen Barrett Montgomery Institute, etc.). Some special events may not be anticipated at the time that the semester worship schedule is established, and flexibility to include them into the schedule should be accommodated whenever possible.
- When guests are invited to participate in chapel who are not part of the regular campus community, they should be informed by each tradition at the time of their invitation of the “tradition” in which the service will be held. A copy of the guidelines for **CRCDS Worship** should be included in the invitation.

In order to encourage and enable all members of the campus community to attend worship on a regular basis, it is recommended that there be no meetings scheduled during a **chapel service**. Furthermore, staff members may attend or participate in chapel, and/or encourage others to do so.

## General Guidelines for Planning Worship

One of the greatest strengths of CRCDS’s worship program has been the natural guidance provided for the planning of each worship service by the tradition of the denominational group leading it. Those planning the services are expected to represent their denomination with integrity, and to provide those attending with an experience of the variety of worship practices that are valued in this community. Denominational groups, working with the Committee, are also the means by which special concerns may be integrated into community worship practices. One of the worship program's goals is to encourage spiritual growth within an ecumenical setting. In order to support the needs of our common life of prayer, the following guidelines are offered to assist those planning worship.

## Hospitality

Although members of a specific denomination usually plan each worship service, worship leaders who are visible at the front of the chapel should represent a variety of denominations, races, male and female, and those differently abled so that people attending the service experience the collaboration which is possible within diversity and, as they see people like themselves in leadership roles, feel welcomed into worship practices which are not their own.

Hospitality in chapel services further extends to the use of language in worship that does not exclude certain groups of people. (See Inclusive Language Guidelines that follow.)

Because there are those among us in need of assistance to participate fully in worship services, worship leaders are urged to take an active role in encouraging and facilitating the use of large-print bulletins, assistive-listening devices, and other similar assistance. Assistive-listening and sound amplification equipment is available in the chapel.

## Music

All music is welcome and variety is encouraged. We acknowledge the value of using both live music and recorded music in worship. Those who plan chapel services are urged to consider which form(s) of music best serve the spirit or form of the worship they envision.

Musicians are procured to provide musical leadership in chapel through a collaborative effort of the Committee, the Director for Student Support Services/Coordinator for Spiritual Care, and the Vice President of Academic Affairs. Suggested resources for doing so include current students with musical backgrounds and abilities, organ students at the Eastman School of Music, and/or church musicians from the community and region.

It is an essential courtesy to contact the musician at least one week in advance of the service with details of hymns and other musical portions needed.

All music to be sung by the congregation should be provided in printed form if possible or taught by rote, and leaders are encouraged to provide for the introduction of music that is unfamiliar to most of the people prior to the opening of the service.

Permission must be obtained to reproduce any copyrighted materials that are to be printed in the program. The office of the Vice President for Academic Affairs is responsible for keeping a file of copyright permission licenses.

## Time

Worship planners are asked to honor the time frame for length of chapel services (40 minutes for morning services). Classes scheduled immediately prior to chapel services are expected to recess at least 5 minutes prior to the scheduled beginning of worship, to facilitate student and faculty participation.

## Location

Regular weekly Worship services are usually held in the CRCDS Chapel. Additional Guidelines

Ordinarily, monetary collections should not be included in school worship services. When, on exceptional occasions, special offerings are to be taken for specific purposes, all offerings must be approved at least a

month in advance by the Committee; the CRCDS community should be informed in advance if at all possible, and, recognizing the diverse circumstances of community members, opportunities for giving other than financial offerings (such as time, talent) should also be provided to the worshipping community.

The use of any photographic or recording equipment must be approved by the worship leader(s) in advance of the service.

Worship planners are encouraged to include faculty and staff members in leadership and preaching roles. When inviting preachers from outside the seminary community, they should be notified of community worship guidelines, including the following statement:

The Worship Committee is committed to balance and inclusiveness of language which refers to gender, race, age, sexual orientation, handicapping conditions, and economic status. In preaching and in prayer, we try to use terms that are inclusive of both sisters and brothers in our community."

## Inclusive Language Guidelines

Theological Rationale: The Worship Committee views God as the Creator of all people and of the whole world. As members of the Body of Christ and stewards of God's creation, God calls us as servants of Jesus Christ to proclaim the Good News in words inclusive of all people. Since we live in a diverse community, worship leaders are responsible to serve a pluralistic congregation.

Guidelines: The Worship Committee is committed to balance and inclusiveness regarding language about gender, race, age, handicapping conditions, sexual orientation and economic status. In worship planning, we encourage an overall balance in our anthropological and theological language. In preaching and prayer, we desire to use terms that are inclusive of all persons in our community.

Particular Care in Language Usage: The following is part of a policy statement approved by the faculty at its meeting on May 1, 1996. Its standard for language to be used in seminary classrooms is understood to apply to language used in worship as well:

*... Any language that demeans, debases, devalues, humiliates, or harasses [people] because of their gender, race, class, or sexual orientation is unacceptable. [Language] needs to be based on mutual respect and cannot serve as a license to wound or injure others.*

Worship Leadership: In the leadership of Chapel, the CRCDS Worship Committee calls for mirroring the diversity of God's creation found among us. We are committed to include a variety of denominations, different racial and ethnic backgrounds, and both genders in the planning and leading of worship services. This requires advance planning and a commitment to educate and orient others in our various traditions. Intentional balance reflects responsible stewardship and promotes the dignity and value of all people.

## Art Usage Policy

To facilitate a variety of artistic and creative representations, no images may be permanently installed in the chapel in addition to the objects currently visible. The responsibility for selection of art objects used in worship rests with the people planning the service.

## Practical Details for Planning and Leading Worship

As early as possible before the date of the service, gather together the group that will plan the service collaboratively in light of these guidelines. More than one meeting usually is necessary for this task. Contact service participants to secure their commitment and allow them as much time as possible to

plan their sermon, prayer, vocal solo, etc.

Take time to explore the wealth of both traditional hymnody and contemporary texts and settings present in the six hymnals we own (in quantity). The seminary congregation is full of people who enjoy singing and usually respond positively to opportunities to learn new music, which they in turn can use in their own churches.

Consider "walking through" the service in the chapel in advance in order to anticipate details not previously considered. (When will the congregation stand? Where will leaders stand when they speak, sing, or dance their parts? How will the chapel look [arrangement of furniture, presence of flowers]?) Plan to meet as a group before the service to check last-minute details and to pray together.

On the day of the service, leaders should arrive early to put the chapel in order and arrange the environment for worship. Hymns and images can be projected using PowerPoint or a similar program. A selection of hymnals are currently stored [on carts in the library?] and can be brought to chapel should you choose to use them. Be intentional about preparing spiritually for the leadership of worship by praying with other worship leaders and allowing time for brief quiet recollection. Be certain that the service begins and ends on time.

At the next meeting of your denominational group, include worship evaluation on the agenda for discussion. Experiencing leadership and expressing your tradition is an important part of your seminary education. Talk about what went well and how things might be improved next time.

## Senior Sermons

In their final semester, senior students are invited and encouraged to preach a "senior sermon" in chapel. Senior sermons are not a requirement for graduation. However, they are a beloved CRCDS tradition. Seniors should contact one of the Worship Conveners for more information or to schedule their senior sermons.

# **POLICIES GOVERNING CRCDS'S PHYSICAL CAMPUS**

## **CAMPUS ACCESS POLICY**

During the academic semester, the CRCDS campus is open for regular business Monday through Friday from 8:30 AM to 4:30 PM. On days when evening classes are scheduled, the campus is open until 9:00 PM. The campus will be open at other times during the academic semester for special events as scheduled by the Office of Institutional Advancement.

CRCDS is closed on weekends, with the exception of special events and classes part of the School for Christian Leadership Certificate Program.

CRCDS may observe special hours during the summer, holidays, global pandemics or other catastrophic events.

Employees and students will receive and be responsible for a key and key fob to access the building. Keys (employees only) and key fobs will be provided on the first day of employment for employees and the first day of classes for new students. Keys will unlock the front external door, and key fobs will grant access once

inside the vestibule. At the end of each semester, student key fobs will be disabled and then re-enabled at the start of the next semester in which they are enrolled in classes. Graduating seniors must return their key fobs prior to graduation. Employees must return their key and key fob on or before their last day of work at the School.

Employees and students must keep track of their assigned key fobs. Each key fob must be signed out upon initial receipt of the fob. Lost or stolen key fobs must be reported to the Vice President for Institutional Effectiveness immediately. The missing key fob will be disabled and may be replaced at the expense of the employee or student. There is a \$25 replacement fee for key fobs.

Students in the School for Christian Leadership Certificate Program and course auditors are considered guests of the School and will not be issued key fobs.

## **PARKING POLICY**

The parking rules and regulations published here are to be observed by all students. Violators will be subject to towing and all related expenses.

CRCDS may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles, in conjunction with Stern Properties who owns the property at Village Gate where CRCDS is located. Motorcycles or motorized bikes may not be parked inside a building, on sidewalks, or in accessible parking areas. We may have unauthorized or illegally parked vehicles towed. A vehicle is unauthorized or illegally parked if it:

- has a flat tire or other condition rendering inoperable; or
- is on jacks, blocks, or has wheel(s) missing; or
- takes up more than one parking space; or
- is parked in a designated accessible space without the legally required handicap insignia; or
- is parked overnight; or
- blocks another vehicle from exiting; or
- is parked in a fire lane or designated “no parking” area; or
- is parked on the grass, sidewalk, or patio; or
- blocks pedestrian access to walkways; and we give you at least 3 days' notice that the vehicle will be towed at the owner or operator's expense if not removed.

## **SMOKING POLICY**

In recognition of the established health-risks associated with smoking and second-hand smoke, New York State has adopted the New York State Clean Indoor Air Act, which regulates smoking in a number of indoor areas. To comply with this legislation, CRCDS has developed the following smoking policy.

Smoking is prohibited in all academic, administrative, and public areas of the Divinity School building. For purposes of this policy, the smoking prohibition will extend to 20 feet beyond a building's entry.

## **FIRE REGULATIONS & PROCEDURES**

### **Fire Regulations**

The following regulations are written for community safety; it is the obligation of all community members to maintain these minimal safety standards.

- Fires: No individual should start fires, play with fire, or attempt to create an endangering situation with flammable materials.
- Fire Equipment: Extinguishers, pull stations, detectors, etc. are provided for general safety and should never be touched or relocated except during emergencies.
- False Alarms: Individuals caught turning in false alarms will be subject to legal action from the City of Rochester.
- Fire Alarms: All persons will evacuate buildings whenever fire alarms are activated. There will be no exceptions to this policy.
- Fire Extinguishers: Extinguishers are for emergency use only. They should not be removed, abused, or unnecessarily discharged.
- Fire Doors: Fire doors must be kept closed and unobstructed at all times. Automatic magnetic fire doors may be left open, but their paths of closure must be kept clear.
- Fire Escapes, Corridors, Stairways, and Exit ways: All means of egress must be free and clear at all times. The Divinity School will remove objects or materials blocking paths of escape immediately. The owner/installer of the obstruction will be charged for removal cost.
- Smoke/Heat Detectors: Smoke or heat detectors shall not be tampered with, blocked off, or painted. Abuse of detectors and sprinklers endangers all building occupants.
- Flammable Liquids: Gasoline and similarly classified flammable liquids are prohibited in campus buildings. Flammable fluids, except for reasonable quantities of lighter fluid, spot remover, nail polish and remover, etc., are not to be stored in campus buildings.
- Firearms, Fireworks, and Explosives: Possession or discharge of fireworks, firearms, and/or explosive materials is prohibited.
- Open-Flame Devices: Open-flame devices are prohibited in campus buildings except in approved situations.
- Candles: Use of candles is not permitted except in the chapel.
- Smoking: See Smoking Policy.

### **Room Contents:**

State law prohibits upholstered furniture and carpet in public areas unless they are made from fire resistant fibers, or have been treated with fire retardant chemicals.

- Walls and doors to rooms should not be decorated with paper, dried natural plant materials, or other flammable materials.
- Occupants should be aware that due to the common use of synthetic materials in furnishings, life safety hazards of fire intensity and smoke toxicity are increased.

### **Electrical:**

- All electrical wiring and appliances must be of good quality, approved by Underwriters Laboratories (UL) or equivalent testing group, and be in good condition. All electrical fixtures and appliances on campus are subject to inspection by the Facilities Management. Those deemed unsafe are to be removed immediately.
- Extension cords used in lieu of permanent wiring are not allowed according to the New York State Fire Code. Any cord used must be of the plug-strip-type that has overload protection built in. Cords should not run under rugs, etc. Extension cords used in a hazardous manner will be removed.



- All appliances with exposed heating coils are prohibited. These items include, but are not limited to, immersion heaters, toasters, corn poppers utilizing oil, electric frying pans, and toaster ovens.
- All persons are expected to use electrical services expeditiously. Persons with questions on electrical appliances or service should contact the Campus Security Coordinator.

## Section A: Upon Discovering a Fire

- Go directly to the nearest fire alarm pull station and activate the alarm. Activation of the alarm will alert other building residents to the imminence of fire and give them adequate time to evacuate safely. All buildings have automatic fire alarm systems that go directly to a monitoring station, which relays the alarm to the Rochester Fire Department and CRCDS Campus Security Coordinator.
- In the case of a fire, always call the Campus Security Coordinator (585-340-9648) and the Fire Department (911)-- never assume that it has been accomplished by the automatic system.
- When calling to report a fire, stay calm, give the location of the fire, the type of problem, and your name and phone extension.
- Only use a fire extinguisher to put out a small fire after you have reported to the Campus Security Coordinator (585-340-9648) and the Fire Department (911) and informed them of the location and disposition of the fire.
- Individuals attempting to extinguish fire should withdraw as soon as the Fire Department arrives.
- It should be cautioned that firefighting is not recommended--evacuation is always the recommended course of action.

## Section B: Evacuation from Fire

- Assume every alarm means a fire; always evacuate the building when the alarm goes off.
- Evacuate the building by the most direct clear path.
- As you evacuate the building, attempt to alert other occupants to the fire hazard. Yelling, banging on doors, etc. as you exit should alert other residents.
- If feasible, take a towel or cloth to cover mouth and nose in case of smoke.
- Before passing through any door, feel door for excessive heat, or look through safety window (if available) to passage beyond. If door is warm, or passage is unsafe, use an alternative exit.
- Do not attempt to pass through smoke. If you encounter smoke, seek an alternate exit.
- If you are trapped in smoke, stay low and crawl toward an exit. Breathable air should be near the floor.
- Once outside, move to a point clear of the building and away from the Fire Department's path of entry into the building.
- If you believe someone is trapped in the building, notify the Fire Department or Campus Security Coordinator immediately.
- Never attempt to re-enter the building after evacuation.
- Do not return to the building until told by the Campus Security Coordinator or the Fire Dept. that the building is safe.

## Section C: Defense in Place

Should you be unable to evacuate the building or should your exit paths be blocked, remain calm and do the following:

- Do not attempt to go through fire or smoke.
- Go back to your room or another safe area with a window, and, if possible, a telephone.
- Close the door and pack the frame with towels, clothes, etc. (preferably wet) to retard smoke travel. Your major concern will be preventing smoke infiltration.
- If you have a working telephone, call 911 and give them your name and location. If a phone is unavailable, open the window and yell. If you have a brightly colored cloth, wave it.
- Do not locate yourself in the closet.
- If the room gets smoky, stay close to the floor for the freshest air. Keep a window open to allow fresh air in. If necessary, place your head out of the window to obtain fresh air.
- Above all, stay calm and rational.

## Section D: In Case You Catch Fire

- Should you catch fire, STOP, DROP to the floor, COVER YOUR FACE, AND ROLL. Rolling smothers the flames.
- NEVER RUN if you are on fire. Running fans the flames to a greater intensity.
- If you see someone on fire, help them to STOP, DROP, COVER THEIR FACE, AND ROLL. Wrap them in a blanket to smother the flames.

## Section E: Fire Drills and System Testing

The School will conduct periodic fire drills and system tests. Fire drills will be unannounced. System tests will be announced in advance.

All building occupants are required to immediately evacuate the building during fire drills and system tests.

## **HOUSING**

Colgate Rochester Crozer Divinity School does not currently have housing available on campus.

## **NON-ACADEMIC POLICIES AND SERVICES**

### **POLICY ON PASTORAL CARE AND CRITICAL CARE ISSUES**

#### General Pastoral Care

In the CRCDS community, general pastoral care is provided by faculty, administrators, student to student, one's religious leaders (pastor) and other professional caregivers (spiritual directors, pastoral counselors, licensed professional therapists). Contacting these people is appropriate when people are functioning

reasonably well in school, home and work areas.

CRCDS recognizes the need for students to live holistically. Self-care and community care are important aspects toward living a holistic life. To that end, CRCDS recommends students engage in practices that foster good health and wholeness. These include but are not limited to: maintaining a healthy diet, regular exercise, incorporating time-management and stress management techniques into one's life, regular worship, enjoyment of nature, recreation, relaxation, participation in extra-curricular activities, support groups. The practice of general pastoral care can be a preventative measure in avoiding critical care issues.

## Critical Care

Critical care is appropriate when a student's functioning breaks down at school, home or work. The need to address a critical care issue becomes apparent when a student's conduct is disruptive or dangerous, when a student uses verbal or physical threats, is actively threatening suicide and/or resisting help.

If you encounter a student who is dealing with a critical care issue, and help is needed, please use the following procedure as a guideline:

1. Rule out possibility of harm to self or others
2. When the physical safety of a student or others is an immediate concern  
call: Monroe County Sheriff or Rochester Police - Dial 911.
3. Then contact: Vice President for Institutional Effectiveness, (585) 340-9633  
President for Academic Affairs, (585) 340-9588  
Director of Student Support Services, (585) 314-4451

In cases where imminent violence is not involved, but a student is dealing with chemical dependency/substance abuse or severe depression, the Office of Student Services has contact information for outside providers. Contact (585) 340-9500 for more information.

## **BIAS RELATED CRIME PREVENTION POLICY**

Bias related crime is a very serious matter, and a direct violation of CRCDS's Statement on Inclusiveness, which requires CRCDS community members to treat each other with dignity and respect. New York state and federal laws have further defined bias crimes and significantly increased the punishments to those that perpetrate these crimes.

### **Definitions**

Bias-related crime – when a person commits a specified offense and either:

- (a) intentionally selects the person against whom the offense is committed or intended to be committed in whole or in substantial part because of a belief or perception regarding the race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation of a person, regardless of whether the belief or perception is correct; or
- (b) intentionally commits the act or acts constituting the offense in whole or in substantial part because of a belief or perception regarding the race, color, national origin, ancestry, gender,

religion, religious practice, age, disability or sexual orientation of a person, regardless of whether the belief or perception is correct.

### **Penalties for Commission of a Bias-related Crime**

Internal CRCDS sanctions against a student, student group, or organization may include a wide range of penalties, including actions such as warning, restitution, probation, and up to and including expulsion (permanent separation) from CRCDS. Penalties against faculty and staff are determined through established employment practices and may include up to termination.

New York State's Hate Crimes Act of 2000 (Penal Law, Section 485) has increased the criminal penalties for most significant crimes; including criminal mischief, criminal trespass, harassment, stalking, assault, arson, robbery, burglary, stalking, rape, criminal sexual assault, and others, if the crime was also classified as a "hate crime." A "hate crime" occurs where the victim was selected on the basis of race, color, national origin, ancestry, gender, religion, religious practice, old age, disability or sexual orientation. For example, the maximum sentence for a first conviction of a non-violent felony increases from 3 to 6 years, if the victim was selected based on his/her sexual orientation.

New York state laws also define specific crimes with respect to bias. In particular, under the New York Civil Rights Law (Section 40-c) a person or entity that commits the crime of ordinary harassment is guilty of a class-A misdemeanor (punishable by up to one year in jail), if the victim was harassed because of their race, creed, color, national origin, sex, marital status, sexual orientation or disability. Similarly, the crimes of aggravated harassment in the first and second degrees (NYS Penal Law Section 240) are committed when the harassment occurred because of a belief or perception about the victim's race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation. First-degree aggravated harassment is a felony, punishable with imprisonment for a year, even for a first offense.

The Federal Sentencing Guidelines (18 USC Appendix 3A1.1), applicable to those who commit federal crimes, also provide for significantly increased prison terms for crimes if they are perpetrated on people, or their property because of the victim's race, color, religion, national origin, ethnicity, gender, disability, or sexual orientation.

United States Congress has also defined special hate-based crimes in the Federal criminal code (18 USC Sections 245, 247). It is a federal offense to use force, or the threat of force to willfully injure, intimidate or interfere with someone (or a class of people) from exercising or enjoying certain federal rights, such as voting, running for office, or applying for a federal job. Those rights include enjoying the benefits of any program or activity receiving Federal assistance, of which the Divinity School is a recipient. It is also a federal offense to intimidate someone from participating, without discrimination on account of race, color, religion or national origin, in any of those federally protected rights or benefits. Federal law also makes it a crime to deface, damage or destroy religious places because of their religious character or because of the race, color or ethnic characteristics of anyone associated with that property. These hate-based federal crimes can all result in fines and up to a year of imprisonment, and if dangerous weapons, injuries, sexual abuse, kidnapping, death or other violent elements are involved, prison sentences can be much longer, and punishment can even include the federal death penalty.

### **Reporting Bias Related Crime**

IN CASE OF EMERGENCY, immediately call 911 and then call the Campus Security Coordinator at 585-340-9648. Non-emergency incidents should be reported to the Campus Security Coordinator at 585-340-9648.

## **"ANTI-HAZING" REGULATIONS**

Pursuant to the provisions of Chapter 676 of the Laws of 1980, amending Section 6450 of the Education Law of the State of New York, the Board of Trustees of the institution then known as Colgate Rochester Divinity School/Bexley Hall/Crozer Theological Seminary enacted the following regulation in regard to the conduct of students, faculty, and other staff, as well as visitors and other licensees and guests on the campus and property of the School as an amendment to its statement on student conduct and the maintenance of order on campus adopted in June 1969, as follows:

Any action or situation which recklessly or intentionally endangers mental or physical health or involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with an organization related to or operating on the campus of Colgate Rochester Crozer Divinity School or its properties is expressly prohibited.

For the purposes of implementation of this policy, the trustees declare that this regulation is hereby understood to be applicable to all organizations of students, faculty, staff, or others related to the School or operating on its campus or properties. This policy continues in effect under the governance of the Colgate Rochester Crozer Divinity School Board of Trustees.

Violation of the provisions of this regulation will result in disciplinary action by the faculty and/or administrative officers of the School, including the ejection of violators from the premises of the School. In the case of a violator who is a member of the faculty, staff, or student body of the School, such action may include suspension, dismissal, or other disciplinary penalties as determined by the faculty and/or administrative officers.

## **POLICY ON CREDIT CARD SOLICITATION TO STUDENTS**

Because of concerns about students generating high levels of credit card debt that can adversely affect their financial situation in the present and future, numerous safeguards have been put into place. These include the regulations in New York State Education Law § 6437 and the federal Credit CARD Act of 2009. Best practices for schools suggest that prohibiting the solicitation of credit cards to students on campus is the best safeguard. Therefore, credit card solicitation to students on the CRCDS campus is strictly prohibited.

# **INSTITUTIONAL SECURITY POLICIES AND CRIME STATISTICS AND FIRE SAFETY REPORT**

January 1, 2020 – December 31, 2020  
*Updated 09/29/2021*

## **Reporting Crimes and Emergencies**

Colgate Rochester Crozer Divinity School (CRCDS) does not have security staff on campus. All security and safety issues should be reported to the Vice President for Institutional Effectiveness immediately. For all emergency issues, please call 911 and then report the emergency to the Vice President for Institutional Effectiveness.

The Vice President for Institutional Effectiveness can be notified of safety and emergency issues at any time during CRCDS's standard operating hours. CRCDS's standard operating hours are as follows: Monday through Friday from 8:30 AM to 4:30 PM. Standard operating hours are in effect whenever classes are in session. To report an issue outside of CRCDS's standard operating hours, the Vice President for Institutional Effectiveness can be reached via email or mobile at (585) 397-0316. With respect to reports of sexual violence (including sexual assault, domestic violence, dating violence, or stalking), the Vice President for Institutional Effectiveness, who also serves at the School's Title IX Coordinator, will escort any community member to a safe place, assist in contacting law enforcement, and provide information about CRCDS's resources and complaint processes. Any individual can request that the Vice President for Institutional Effectiveness and/or the Rochester City Police Department respond by:

- calling the Vice President for Institutional Effectiveness at (585) 340-9648 during standard operating hours or at (585) 397-0316 outside of standard operating hours
- calling Rochester City Police Department at 911

The Vice President for Institutional Effectiveness is not a sworn security officer and will therefore refer all reports to the School administration and, if the reporting individual requests, to law enforcement. CRCDS and the Vice President for Institutional Effectiveness will cooperate in any law enforcement investigation of reported sexual misconduct to the fullest extent permitted by law.

## **Security of and Access to the Campus**

Access to the CRCDS Campus is based on the School's standard operating hours. CRCDS's standard operating hours are as follows: Monday through Friday from 8:30 AM to 4:30 PM. Standard operating hours are in effect whenever classes are in session. At times, the hours may be extended to provide access to the library or chapel or for evening classes or special events. Anyone requiring access to a locked area can request access through the exterior doorbell, or through the doorbell inside of the vestibule at the main entrance.

## **Campus Law Enforcement**

The Rochester Police Department (RPD) investigates any criminal activity that occurs on campus. CRCDS does not have any staff who detains or arrests. The RPD is prompt in responding to serious crimes or dangerous situations. Serious crimes should be reported to 911, and non-emergency situations can be reported to 311. All reported crimes or matters that a student or employee deems to be of importance are documented and forwarded immediately to the Vice President for Institutional Effectiveness and/or others in CRCDS administration, and police intervention is sought, when appropriate.

## **Information Regarding Campus Security Procedures and Crime Prevention**

Each semester, an orientation of new students is held at which they are informed about reporting safety/security/emergency concerns, the importance of keeping car doors locked, and building safety including emergency exits. Security policies and procedures are contained in the *Student Handbook*, which is available on the School website. The community is informed each fall when the handbook has been updated.

Students and employees are encouraged to report any suspicious persons or activity to the Vice President for Institutional Effectiveness and/or police, if necessary. Following any illegal activity in the surrounding area or on campus, the information is distributed to the Divinity School community, notifying them of the incident and positive actions that can be taken are outlined.

## **Emergency Notifications**

The Vice President for Institutional Effectiveness informs the School community in writing of all pertinent criminal or emergency activity on campus or in the immediate vicinity. CRCDS will, without delay, and taking into account the safety of the community, determine the content of the notification and email the community, unless the notification will, in the professional judgment of responsible authorities, compromise efforts to assist victims or to contain, respond to, or otherwise mitigate the emergency.

Disseminating information to the larger community will be accomplished as deemed necessary by the authorities having jurisdiction (City, County, State).

The Vice President for Institutional Effectiveness, in coordination with the President and Vice Presidents of the School, will determine – based on the information available at the time – if an emergency situation exists, who to notify, the content of the notification, and will initiate the notification system.

Timely warnings issued pursuant to the Clery Act withhold the victim's personally identifiable information, defined as name, home address, contact information, social security number, driver's license, passport or student identification numbers, and any other information that would serve to identify the victim, such as date of birth, racial or ethnic background, or religious affiliation.

## **Crime Statistics**

This data is for crimes reported on campus, and on any public property that immediately borders and is accessible from the campus. Crime statistics below that are notated with an \* occurred on public property.

	<u>1/1 –</u> <u>12/31/2020</u>	<u>1/1 –</u> <u>12/31/2019</u>	<u>1/1 –</u> <u>12/31/2018</u>
Murder	0	0	0
Sexual assault	0	0	0
Assault	0	0	0
Motor vehicle	0	0	0
Theft	0	0	0
Hate Crimes	0	0	0
Domestic Violence	0	0	0
Dating Violence	0	0	0
Stalking	0	0	0

## Criminal Activity by Students at Off-Campus Locations

This section refers to organizations such as fraternity or sorority houses; thus it does not apply to the Divinity School.

### Statistics Involving Arrests on Campus:

	<u>1/1 –</u> <u>12/31/2020</u>	<u>1/1 –</u> <u>12/31/2019</u>	<u>1/1 –</u> <u>12/31/2018</u>
Liquor Law	0	0	0
Drug Law	0	0	0
Weapons Law	0	0	0

## Missing Student Policy and Procedure

CRCDS does not offer campus housing, therefore the missing student policy requirements do not apply.

## Policy on Alcoholic Beverages

Consumption of alcohol is prohibited in all academic, administrative, and public areas of the Divinity School building and grounds except when served by a trained server at catered events.

Sale of alcohol is prohibited on campus. All other rules and regulations regarding alcohol defer to state and federal laws.

## Policy on Illegal Drugs

The possession, use, or distribution of illegal drugs is prohibited. Violations will be referred to local police and to the School administration.



## **Drug and Alcohol Abuse Programs**

Alcohol and drug abuse interfere with a person's physical and emotional health and social functioning. If you think you have a substance or alcohol abuse problem and need information regarding drug and alcohol abuse programs, you may contact the Office of Human Resources or the Director for Student Support Services and Coordinator for Spring Care. Referrals and names of local drug and alcohol treatment programs are available with confidentiality assured for all inquiries. [You may also refer to the resources on the CRCDS website at this link.](#)

## **Sexual Assault, Domestic Violence, Dating Violence, and Stalking Prevention, Awareness, and Response**

Colgate Rochester Crozer Divinity School (CRCDS) wishes to create and sustain an academic environment that fosters a lifelong affinity for the CRCDS community.

Collegiality and civility are concepts suggested by the Biblical term *koinonia*. *Koinonia* refers to the quality or character of one's association, communion, or fellowship with others in which truth and wisdom are valued. Equally important is a sense of Christian civility. Treating one another with mutual respect and care lies at the heart of being part of a Christian community. Enhancing shared responsibility and mutual trust and improving internal communications are key to promoting justice and peace in the service of God's beloved community, and in finding solutions to issues that may arise in seminary and Christian life.

CRCDS' responses to issues of sexual misconduct and sexual harassment are to be governed by the spirit of *koinonia* and the [Sexual Misconduct Policy](#) as stated in the [Student Handbook](#).

## **Information Regarding Registered Sex Offenders**

This statement is provided in compliance with the Campus Sex Crimes Prevention Act of 2000. In New York State, you may call 1-800-262-3257 to determine if someone is on the New York State Sex Offender Registry. You will need the name of the offender and one of the following: an exact address, a complete date of birth, a driver's license number, or a social security number.

You may also access the Subdirectory of Level 3 Sex Offenders at the following web site, [http://www.criminaljustice.ny.gov/SomsSUBDirectory/search\\_index.jsp](http://www.criminaljustice.ny.gov/SomsSUBDirectory/search_index.jsp). This registry and its website are maintained by the New York State Division of Criminal Justice Services.

The Title IX Coordinator or others designated by the Title IX Coordinator oversee the development and implementation of CRCDS' education and prevention programs, which are based on campus needs and climate. New students and new employees receive primary prevention and awareness programming as part of their orientation. Returning students and employees will receive ongoing training on a periodic basis. All educational programs include a review of resources and reporting options.

CRCDS's Educational programming consists of primary prevention and awareness programs for all incoming students and new employees and ongoing awareness and prevention campaigns for students and employees that:

- identify domestic violence, dating violence, sexual assault, and stalking as prohibited

- conduct;
- educate about state law definitions of domestic violence, dating violence, sexual assault, stalking, and consent;
- educate about the definitions of domestic violence, dating violence, sexual assault, stalking, and consent established in CRCDS' policies and applied in the CRCDS on-campus disciplinary process;
- provide descriptions of safe and positive options for bystander intervention;
- provide information on risk reduction; and
- provide an overview of information contained in the Annual Security Report in compliance with the Clery Act.

## **Recordkeeping**

CRCDS will complete publicly available recordkeeping, including Clery Act reporting and disclosures, without the inclusion of personally identifying information about the victim, as defined in section 40002(a)(20) of the Violence Against Women Act of 1994.

## **Fire Statistics at On-Campus Student Housing**

2017 was the last year that student housing was made available on campus. There is no current on-campus housing and no statistics to report.

## **Emergency Response and Evacuation Procedures**

During an emergency the orderly evacuation and relocation of students, staff, and faculty from the CRCDS campus under extreme emergency conditions may be required. Under such conditions:

The Vice President for Institutional Effectiveness shall, upon notification from proper authority such as: the Rochester City Police Department, Monroe County Fire Coordinator, the Monroe County Emergency Options Center (EOC), New York State Police, or the Monroe County Sheriff's Department, implement the following evacuation procedures.

### **Warning Notification**

Upon notification of the need to evacuate a segment of the campus community, or as deemed necessary by an emergency responder, he/she will:

- Notify the President and appropriate Vice President(s)
- Coordinate the evacuation of students, staff, and faculty as necessary to Assembly Areas a safe distance from the hazard. The designated Assembly Area is the parking area in the front of the CRCDS main entrance.
- The Vice President for Institutional Effectiveness will send, without delay, mass notifications to the campus community via cell phones, telephones, texting, or e-mail the information and instructions necessary to maintain the safety of the community. Please ensure your contact information in Populi is up-to-date so that you receive the necessary notifications.

## Building Evacuation Procedures

- When the fire alarm is activated or notification to evacuate a building is given, evacuation is mandatory.
- Close doors as you exit.
- Move all students and personnel to a safe area, preferably the designated Assembly Area, away from the building.
- Do not re-enter the building until authorized to do so by emergency personnel.

## Campus Evacuation Instructions

The Vice President for Institutional Effectiveness shall take the following actions in coordination with local, city, or county emergency response to relocate members of the campus community:

- Proceed to designated Assembly Areas a safe distance away from the building.
- Advise community members of the situation and of potential hazards.

## Annual Testing of Procedures

Building Emergency Evacuation Drills or system activations will be conducted at least twice per year. However, the frequency of drills may be altered due to circumstances that impact the effective administration of the drills, such as the number of students, staff, and faculty on campus over a period of time. The School's fire alarm system is tested annually and is currently up-to-date. Additionally, the School undergoes an annual fire safety and security evaluation by the New York State Office of Fire Prevention and Control.

## Distribution of This Report

CRCDS complies with Clery Act reporting requirements through electronic distribution of the *Annual Security and Fire Report* and posting on the School website. Each member of the CRCDS community will be notified via e-mail when the report is available online, including a direct link to the report. Upon request, printed copies will be provided to prospective students and employees, current CRCDS community members, and other interested persons by the Vice President for Institutional Effectiveness.

CRCDS does not disclose crime victims' personally identifiable information in publicly accessible crime logs or in the reporting of Clery crime statistics.

## For Further Information:

Parties with questions or comments on this report should refer them to the Vice President for Institutional Effectiveness at (585) 340-9648.

# SEXUAL MISCONDUCT POLICY

Colgate Rochester Crozer Divinity School (CRCDS) wishes to create and sustain an academic environment that fosters a lifelong affinity for the CRCDS community.

Collegiality and civility are concepts suggested by the Biblical term *koinonia*. *Koinonia* refers to the quality or character of one's association, communion or fellowship with others in which truth and wisdom are valued. Equally important is a sense of Christian civility. Treating one another with mutual respect and care lies at the heart of being part of a Christian community. Enhancing shared responsibility and mutual trust and improving internal communications are key to promoting justice and peace in the service of God's beloved community, and in finding solutions to issues that may arise in seminary and Christian life.

CRCDS' responses to issues of sexual misconduct and sexual harassment are to be governed by the spirit of *koinonia* and this Sexual Misconduct Policy (Policy).

This Policy has been developed to:

- reaffirm CRCDS' institutional values;
- define community expectations;
- provide recourse for those individuals whose rights have been violated; and
- provide for fair and equitable procedures for determining when this Policy has been violated.

## Section I. Non-Discrimination & Anti-Harassment Notice

CRCDS does not permit discrimination or harassment in its programs and activities on the basis of race, color, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, disability, age, religion, physical and/or mental disability, medical condition, veteran status, marital status or any other characteristic protected by institutional policy or federal, state or local law. CRCDS does not discriminate on the basis of sex or gender in its educational programs or in the context of employment.

CRCDS prohibits and will not tolerate sex discrimination and harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence, and sex- and gender-based harassment that does not involve conduct of a sexual nature, in every setting and in every program organized, sponsored or hosted by the School. At CRCDS, sexual misconduct and sexual harassment— whether verbal, physical or arising out of the work environment, and whether in the office, at work assignments outside CRCDS, business trips, meetings, school-sponsored social functions, or elsewhere—is unacceptable and will not be tolerated.

CRCDS is committed to maintaining a collegial environment in which all individuals are treated with respect and dignity. Each individual has the right to work and learn in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment and sexual misconduct. CRCDS, as an educational community, will respond promptly and equitably to reports of sex discrimination and harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence, and sex- or gender-based harassment that does not involve conduct of a sexual nature in order to eliminate the harassment, prevent its recurrence, and address its effects on any individual or the community.

CRCDS is committed to fostering a climate free from sex discrimination and harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence, and sex- and gender-based harassment that does not involve conduct of a sexual nature through:

- clear and effective policies;
- a coordinated education and prevention program; and
- prompt and equitable procedures for resolving complaints.

CRCDS strongly encourages all of its community members to report information regarding any incident of sexual harassment, sexual violence, domestic violence, dating violence, and/or stalking directly to the Title IX Coordinator or any other “responsible employee” (defined further below).

## Section II. What is Title IX?

Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §1681, et seq., a federal law, prohibits discrimination on the basis of sex in education programs and activities.

No person in the United States shall, on the basis of sex, be excluded from participation<sup>SEP</sup>in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

*Title IX.* All public and private elementary and secondary schools, school districts, colleges, and universities receiving any federal funds must comply with Title IX. Title IX mandates that colleges and universities create an environment free from sexual discrimination and harassment for all community members.

Under Title IX, discrimination on the basis of sex includes sexual harassment, gender-based harassment, sexual violence, sexual assault, other forms of sexual misconduct, stalking, and domestic violence, dating violence. Sexual harassment is also prohibited under Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, and other applicable statutes.

CRCDS’ Title IX Coordinator is:

Rev. Paula B. Blue  
Vice President for Institutional Effectiveness/Chief Operating Officer  
Phone: (585) 340 – 9648  
Email: [pblue@crcds.edu](mailto:pblue@crcds.edu)

The Title IX Coordinator oversees CRCDS’ centralized review, investigation, and resolution of reports of sexual assault and harassment. The Coordinator also coordinates CRCDS’ compliance with Title IX, including equitable, timely, and effective processing of complaints regarding violations of rights protected by Title IX. The Title IX Coordinator is:

- responsible for oversight of the investigation and resolution of all reports of sexual assault and harassment;
- knowledgeable and trained in relevant state and federal laws and CRCDS Policy and procedure;
- available to advise any individual, including a Complainant, a Respondent, or a third party (all defined in the Scope section), about the courses of action available at CRCDS, both informally and formally, and the courses of action available externally, including reports to law enforcement;
- available to provide assistance to any CRCDS community member regarding how to respond appropriately to reports of sexual assault and harassment;
- responsible for monitoring full compliance with all requirements and timelines specified in the complaint procedures; and
- responsible for compiling required reports.

The Title IX Coordinator will be assisted in her/his efforts by a Title IX Team appointed annually by the President of CRCDS. To the extent feasible, these individuals should be representative of different genders, age groups, positions in the CRCDS community, and levels of seniority. Title IX Team members are trained annually in applicable legal requirements, as well as this Policy and CRCDS’ procedures, which are focused on protecting individuals who have experienced sexual harassment or violence and promoting accountability.

The Title IX Team has a shared responsibility for supporting, monitoring, and advising regarding CRCDS' Title IX obligations and resources. Composition of the Team will be limited to a small circle of individuals who "need to know" in order to implement procedures under this policy. Inquiries or complaints concerning Title IX may be directed to any member of the Title IX Team. Any member of the Title IX Team is accessible to any member of the community for consultation and guidance. Upon completion of the cases it is currently investigating, the Title IX Team may be disbanded and a new Team appointed by the President. In the event that the Title IX Team fails to adhere to this Policy in a material respect, it may be disbanded prior to completing its cases and a new Title IX Team formed.

The members of the Title IX Team are:

Meg Donovan  
Staff Accountant  
Phone: (585) 340 – 9637  
Email: [mdonovan@crcls.edu](mailto:mdonovan@crcls.edu)

Members of the CRCDS community who wish to report sexual harassment, gender-based harassment, sexual violence, sexual assault, other forms of sexual misconduct, stalking, domestic violence or dating violence can reach the Title IX Coordinator or any member of the Title IX Team using the contact information listed above Monday through Friday from 8:30 a.m. to 4:30 p.m.

An Individual requiring emergency support or response should contact the Campus Security Coordinator at 585-397-0316 or another appropriate emergency support resource detailed in Section VII(B) below.

Prompt reporting to the Title IX Coordinator, a member of the Title IX Team or other "responsible employee" (defined further below) will not be a confidential report and will result in CRCDS commencing an investigation and taking appropriate action. Retaliation (as defined in Section V) against any person or group who makes a complaint, cooperates with an investigation, or participates in a grievance procedure is a violation of this Policy. Retaliation should be reported promptly to the Title IX Coordinator or any member of the Title IX Team for investigation, which may result in disciplinary action independent of any sanction or interim measures imposed in response to the underlying allegations of discrimination and/or harassment.

All CRCDS students, faculty, staff, administrators, visitors, and guests are expected to comply with federal, state, and local laws.

All members of the CRCDS community are expected to conduct themselves in a manner that does not infringe upon the rights of others. Any individual who is found to have violated this Policy may face disciplinary sanctions up to and including expulsion or termination of employment.

CRCDS encourages all community members to participate in creating a safe, welcoming, and respectful environment on campus. In particular, CRCDS expects that all CRCDS community members will take reasonable and prudent actions to prevent or stop an act of sexual misconduct to which they are a bystander. Taking action may include direct intervention when safe to do so, enlisting the assistance of friends, contacting law enforcement or seeking assistance from a person in authority. Community members who choose to positively intervene will be supported by CRCDS and protected from retaliation.

CRCDS will review this Policy periodically in order to capture evolving legal requirements and incorporate improvements based on practical experience.

## **Section III. Scope**

**WHO:** This Policy applies to all members of the CRCDS community when engaged in conduct relating to CRCDS as defined below, including the administration, faculty, staff, Supervised Ministry supervisors, trustees, students, visitors, independent contractors, and other third parties who are on campus and involved in an incident of sexual misconduct (this can also be someone who witnessed an incident or who wishes to report an incident on behalf of another). The Policy applies to these parties regardless of sexual orientation or gender identity.

When used in this Policy, Complainant refers to the individual who identifies as being a victim or survivor of sex discrimination and harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence or sex- or gender-based harassment that does not involve conduct of a sexual nature, whether or not the individual decides to proceed with the on-campus complaint resolution process. A Respondent refers to the individual who has been accused of prohibited conduct under this Policy. A third party refers to any other participant in the process, including a witness to the incident or an individual who makes a report on behalf of someone else.

**WHAT:** This Policy prohibits and addresses all forms of sex discrimination and harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence, and sex- or gender-based harassment that does not involve conduct of a sexual nature against CRCDS community members of any sex, gender, gender identity, gender expression or sexual orientation. Please refer to the Prohibited Conduct and Related Definitions sections for a complete list of terms and prohibited acts.

**WHERE:** This Policy covers conduct that takes place on the CRCDS campus. This includes any building or property owned or controlled by CRCDS and used in direct support of, or in a manner related to, the school's educational purposes, including campus buildings and public property within or immediately adjacent to and accessible from campus. This also includes any building or property not within the same reasonably contiguous geographic area of CRCDS that supports or relates to the school's educational purposes and is frequently used by students. This Policy also covers conduct that takes place off campus that may have a nexus to the CRCDS community, such as work assignments outside of CRCDS, business trips, meetings, and school-related social events.

**PROGRAMS:** This Policy covers all educational or other campus programs, including but not limited to work or volunteer assignments outside of CRCDS.

**ACTIVITIES:** This Policy covers all campus and school-related activities, including, but not limited to, student organizations (academic, multicultural, religious, service, social and support, sports and recreational), community organizations with student and/or faculty participation, and all other educational or extracurricular events hosted by or at CRCDS.

**RELATIONSHIPS:** This Policy covers sexual misconduct occurring between individuals in various types of relationships. These include, but are not limited to, student to student, staff to staff, faculty member to faculty member, visitor/contracted employee to faculty/staff/student, faculty member to student, staff to student, and supervisor to subordinate. Sexual misconduct may be acts committed by an individual or collective actions committed by members of a group or organization. These acts may be committed against an individual or against a group or organization. These acts may be committed by a stranger, an acquaintance or someone with whom the victim has a social, romantic or intimate relationship. These acts may be committed by or against any individual, regardless of sexual orientation or gender identity.

There are specific procedures for resolving a report under this Policy—applicable to students, faculty, staff, and administrators—which are detailed in Section XI below.

## Section IV. Privacy and Confidentiality

CRCDS is committed to protecting the privacy of all individuals involved in a report of sexual harassment, sexual violence, stalking or domestic violence, dating violence. All CRCDS employees who are involved in CRCDS' Title IX response—including the Title IX Coordinator and Title IX Team—receive specific instruction about respecting and safeguarding private information. Every effort will be made to protect the privacy interests of all individuals involved in a manner consistent with the need for a thorough review of the report.

### A. Distinct Meanings of Privacy and Confidentiality

Privacy and confidentiality have distinct meanings under this Policy:

**PRIVACY:** Privacy generally means that information related to a report of misconduct will only be shared with a limited group of people. The use of this information is limited to those CRCDS employees who “need to know” in order to assist in the active review, investigation or resolution of the report. While not bound by confidentiality, these individuals will be discreet and respect the privacy of all individuals involved in the process. Even CRCDS offices and employees who cannot guarantee confidentiality will maintain your privacy to the greatest extent possible. The information you provide to a nonconfidential resource will be relayed only as necessary for the Title IX Coordinator to investigate and/or seek a resolution.

**CONFIDENTIALITY:** For purposes of this Policy, confidentiality means that designated individuals can keep specific information shared by an individual confidential but must report non-identifying information to the Title IX Coordinator. “Non-identifying information” includes only the nature, date, time, and general location of the incident. The individuals on campus who are bestowed with limited confidentiality are ordained faculty engaged in a pastoral counsel relationship with another member of the CRCDS community (students attending and faculty, staff, and administrators employed by the Divinity School). This limited reporting of information allows the Title IX Coordinator to track patterns, evaluate the scope of the campus incidents of sexual violence/assault, and formulate appropriate campus-wide responses. Reporting to an ordained faculty member acting in a pastoral counsel capacity will not trigger a CRCDS investigation that could reveal the Complainant’s identity or that the Complainant has disclosed the incident. On campus, Confidential Resources available to members of the CRCDS community include:

Melanie Duguid-May  
[Duguid-may@crcds.edu](mailto:Duguid-may@crcds.edu)  
585-340-9599

Cindy Rasmussen  
[crasmussen@crcds.edu](mailto:crasmussen@crcds.edu)  
585-340-9537

Jacqueline Nelson  
[jnelson@crcds.edu](mailto:jnelson@crcds.edu)  
585-314-4451

Any individual to whom you disclose can assist a Complainant in connecting with available resources.

Employees also may access confidential assistance through the Employee Assistance Program. Information shared with these resources will remain confidential and will not be shared with CRCDS or anyone else without express permission of the individual seeking services. CRCDS' EAP program information is:  
[www.mutualofomaha.com/eap](http://www.mutualofomaha.com/eap)  
1.800.316.2796



These resources, including contact information, are discussed more fully in Section VII(C) below.

## B. Limitations on Confidentiality

### 1. Mandatory Child Abuse Reporting

All students and employees (faculty, staff, and administrators) of CRCDS, whether designated as a mandatory reporter under New York state law or not, are required to immediately report any suspected child abuse, neglect or sexual misconduct involving a minor to the Title IX Coordinator and/or the Campus Security Coordinator. The source of abuse does not need to be known in order to file a report.

### 2. Responsible Employees

In general, most employees do not have legally protected confidentiality. Under Title IX, higher education institutions are required to take immediate and corrective action if a “responsible employee” knew or, in the exercise of reasonable care, should have known about sexual or gender-based harassment that creates a hostile environment. The Office for Civil Rights defines a “responsible employee” as any employee who:

- has the authority to take action to redress the harassment;
- has the duty to report to appropriate school officials sexual harassment or any other misconduct by students or employees; or
- a student could reasonably believe has the authority or responsibility to take action.

Using this definition, all employees (with the exception of ordained faculty as discussed above and in Section VII below) are considered “responsible employees.” This includes all faculty, staff, and administrators. CRCDS requires that all “responsible employees” share reports of misconduct with the Title IX Coordinator or any member of the Title IX Team, including names of the individuals involved and any other details known.

The Title IX Coordinator will undertake an initial assessment of the conduct and the Complainant’s expressed preferences, if any, as to course of action. As part of the initial assessment and on an ongoing basis, the Title IX Coordinator will determine the necessity for any interim remedies or accommodations to protect the safety of the Complainant or the community. In addition, the Title IX Coordinator will consider the Complainant’s expressed preferences as to a course of action on an ongoing basis, as they may change over time.

### 3. Weighing a Request for Confidentiality

If a Complainant wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, CRCDS must weigh that request against CRCDS’ obligation to provide a safe, non-discriminatory environment for all students, including the Complainant. A Complainant’s request for confidentiality often will limit CRCDS’ ability to meaningfully investigate the incident and pursue disciplinary action against the Respondent(s). There are times when CRCDS may not be able to honor a reporting student’s request in order to provide a safe, non-discriminatory environment for all students.

The Title IX Coordinator and Vice President for Academic Affairs will evaluate requests for confidentiality after s/he or a responsible employee has received notice of alleged sexual violence.

If a Complainant requests that no personally identifiable information be shared with the Respondent or that no formal action be taken, CRCDS must balance this request with its dual obligation to provide a safe and non-discriminatory environment for all CRCDS community members and to remain true to principles of fundamental fairness that require notice and an opportunity to respond before action is taken against a Respondent.

When weighing a Complainant’s request for confidentiality or that no investigation or discipline be pursued, the Title IX Coordinator will consider a range of factors, including the following:

- the increased risk that the Respondent will commit additional acts of sexual or other violence, such as:
  - whether there have been other sexual violence complaints about the same Respondent;
  - whether the Respondent has a history of arrests or records from a prior school indicating a history of violence; and
  - whether the Respondent threatened further sexual violence or other violence against the Complainant or others;
- whether the sexual violence was committed by multiple perpetrators;
- whether the sexual violence was perpetrated with a weapon;
- whether the Complainant is a minor;
- whether CRCDS possesses other means to obtain relevant evidence of the sexual violence (e.g., security cameras or personnel, physical evidence); and
- whether the Complainant's report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

The presence of one or more of these factors could lead CRCDS to investigate and, if appropriate, pursue disciplinary action. If none of these factors is present, CRCDS will likely respect the reporting student's request for confidentiality.

If CRCDS determines that it cannot maintain a Complainant's confidentiality, it will notify a Complainant prior to commencing an investigation, and will—to the extent possible—only share information with people responsible for handling CRCDS' response. Alternatively, the course of action may include steps to limit the effects of the alleged misconduct and prevent its recurrence that do not involve formal disciplinary action against a Respondent or revealing the identity of the Complainant.

In the event that CRCDS proceeds with an investigation and is unable to maintain confidentiality, CRCDS will continue to evaluate methods and measures to protect the reporting student from retaliation or harm. The Title IX Coordinator will work with the reporting student to create a safety plan. Retaliation against the reporting student(s), whether by students or CRCDS employees, will not be tolerated.

CRCDS will also:

- assist the Complainant in accessing other available advocacy support, academic support, counseling, disability, health or mental health services, and legal assistance both on and off campus;
- provide other security and support, which could include issuing a no-contact order, helping arrange a change of living or working arrangements or course schedules (including for the Respondent pending the outcome of an investigation) or adjustments for assignments or tests; and
- inform the Complainant of her or his right to report a crime to campus or law enforcement and provide her or him with assistance if s/he wishes to do so.

CRCDS may not require a Complainant to participate in any investigation or disciplinary proceeding, however, the Complainant's refusal to participate will limit CRCDS' ability to fully investigate the matter and determine whether a violation of this Policy has occurred.

If CRCDS determines that it can respect a Complainant's request for confidentiality, CRCDS will also take immediate action as necessary to protect and assist the Complainant. Such protection and assistance could include: issuing a no contact order, helping arrange a change of living or working arrangements or course schedules (including for the Respondent pending the outcome of an investigation) or adjustments for assignments or tests. CRCDS will also assist the Complainant in accessing other available advocacy support, academic support, counseling, disability, health or mental health services, and legal assistance both on and off campus.

Because CRCDS is under a continuing obligation to address the issue of sexual violence campus-wide, reports of sexual violence (including non-identifying reports) will also prompt CRCDS to consider broader remedial action, such as increased monitoring, supervision, and/or security at locations where the reported sexual violence occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices.

### C. Timely Warnings

If a report of misconduct discloses a serious or continuing threat to the CRCDS community, the Campus Security Coordinator, in consultation with the Title IX Coordinator, may issue a campus-wide timely warning (which can take different forms, including an email to campus) to protect the health or safety of the community. Any such timely warning issued by CRCDS will omit the name of the Complainant; the Complainant's name will not be released to the general public without the Complainant's express consent. The release of the Respondent's name to the general public is guided by laws including the Family Educational Rights and Privacy Act (FERPA) and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act).

### D. Compliance with all Applicable Laws Related to Privacy and Confidentiality

All CRCDS proceedings will be conducted in compliance with the requirements of FERPA, the Clery Act, Title IX, and state and federal law. CRCDS will not release any information from such proceedings except as required or permitted by law and CRCDS policy.

## **Section V. Prohibited Conduct**

Prohibited conduct includes all sexually-related conduct prohibited by state or federal law and the following:

### A. Sexual Harassment

Any unwelcome sexual advance, request for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature when:

- submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, evaluation of academic work or participation in any aspect of a CRCDS program or activity; or
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance, i.e., it is sufficiently serious, pervasive or persistent as to create an intimidating, hostile, humiliating, demeaning or sexually offensive working, academic, residential or social environment under both a subjective and objective standard.

The first two types of conduct described above constitute quid pro quo, or "this for that," harassment (for example: "I'll give you this if you give me that" or "Because you won't do this, I am denying you that"), and the third constitutes harassment that creates a hostile environment. A single isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to create a hostile environment, particularly if the harassment is physical.

Sexual harassment also includes gender-based harassment, which may include acts of verbal, nonverbal or physical aggression, intimidation or hostility based on sex or sex stereotyping, even if those acts do not involve conduct of a sexual nature.

Sexual harassment:

- May be blatant and intentional and involve an overt action, a threat or reprisal, or may be subtle and indirect, with a coercive aspect that is unstated.
- Does not have to include intent to harm, be directed at a specific target or involve repeated incidents.
- May be committed by anyone, regardless of gender, age, position or authority. While there is often a power differential between two persons, perhaps due to differences in age, social, educational or employment relationships, harassment can occur in any context.
- May be committed by a stranger, an acquaintance or someone with whom the Complainant has an intimate or sexual relationship.
- May be committed by or against an individual or may be a result of the actions of an organization or group.
- May occur by or against an individual of any sex, gender identity, gender expression or sexual orientation.
- May occur in the classroom, in the workplace, in residential settings or in any other setting.
- May be a one-time event or can be part of a pattern of behavior.
- May be committed in the presence of others or when the parties are alone.
- May affect the Complainant and/or third parties who witness or observe harassment and are affected by it.

Examples of conduct that may constitute sexual harassment as defined above may include a severe, persistent or pervasive pattern of unwelcome conduct that includes one or more of the following:

- Physical conduct:
  - unwelcome touching, sexual/physical assault, impeding, restraining or blocking movements
  - unwanted sexual advances within the employment context
- Verbal conduct:
  - making or using derogatory comments, epithets, slurs or humor
  - verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
  - objectively offensive comments of a sexual nature, including persistent or pervasive sexually explicit statements, questions, jokes, or anecdotes
- Visual conduct:
  - leering, making sexual gestures, displaying of suggestive objects or pictures, cartoon or posters in a public space or forum
  - severe, persistent or pervasive visual displays of suggestive, erotic or degrading sexually oriented images that are not pedagogically appropriate
- Written conduct:
  - letters, notes or electronic communications containing comments, words or images described above
- Quid pro quo conduct:
  - direct propositions of a sexual nature between those for whom a power imbalance or supervisory or other authority relationship exists
  - offering employment benefits in exchange for sexual favors
  - making submission to sexual advances an actual or implied condition of employment, work status, promotion, grades or letters of recommendation, including subtle pressure for sexual activity, an element of which may be repeated requests for private meetings with no academic or work purpose
  - making or threatening reprisals after a negative response to sexual advances

## B. Sexual Assault

Having or attempting to have sexual intercourse or sexual contact with another individual:

- by force or threat of force;
- without effective consent; or
- where that individual is incapacitated.

Sexual intercourse includes vaginal or anal penetration, however slight, with a body part (e.g., penis, tongue, finger, hand) or object, or oral penetration involving mouth to genital contact.

Sexual contact includes intentional contact with the intimate parts of another, causing another to touch one's intimate parts or disrobing or exposure of another without permission. Intimate parts may include the breasts, genitals, buttocks, groin, mouth or any other part of the body that is touched in a sexual manner.

## C. Sexual Exploitation

When an individual takes non-consensual or abusive sexual advantage of another for one's own advantage or benefit, or to benefit or advantage anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to:

- surreptitiously observing another individual's nudity or sexual activity or allowing another to observe consensual sexual activity without the knowledge and consent of all parties involved;
- non-consensual sharing or streaming of images, photography, video or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all parties involved;
- exposing one's genitals or inducing another to expose their own genitals in non-consensual circumstances;
- knowingly exposing another individual to a sexually transmitted disease or virus without his or her knowledge;
- sexually-based stalking and/or bullying; and
- inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

## D. Domestic Violence

A felony or misdemeanor crime of violence committed by:

- a current or former spouse or intimate partner of the person against whom the violence is committed;
- a person with whom the person against whom the violence is committed shares a child in common;
- a person who is cohabiting with, or has cohabited with, the person against whom the violence is committed as a spouse or intimate partner;
- a person similarly situated to a spouse of the person against whom the violence is committed under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or
- any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

This definition does not apply to roommates who have not expressed interest in entering into, or who have not entered into, a dating or sexual relationship. Under the Clery Act and the Campus Sexual Violence Elimination Act of 2013 (Campus SaVE Act, 2013 VAWA Reauthorization Act), CRCDS will record and report all relevant incidents of domestic violence.

## E. Dating Violence

Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the person against whom the violent act is/acts are committed. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the

relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Under Clery and the Campus SaVE Act, CRCDS will record and report all relevant incidents of intimate partner violence.

#### F. Stalking

Stalking occurs when a person engages in a course of conduct or repeatedly commits acts toward another person, including following the person without proper authority, under circumstances that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

- Course of conduct means two or more acts, including but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person's property.
- Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
- Reasonable person means a reasonable person under similar circumstances and with similarities to the victim.

Stalking includes the concept of cyber-stalking, a particular form of stalking in which electronic media such as the Internet, social networks, blogs, cell phones, texts or other similar devices or forms of contact are used to pursue, harass or to make unwelcome contact with another person in an unsolicited fashion.

Examples of stalking include:

- unwelcome and repeated visual or physical proximity to a person;
- repeated oral or written threats;
- extortion of money or valuables;
- unwelcome/unsolicited written communication, including letters, cards, emails, instant messages, and messages on online bulletin boards;
- unwelcome/unsolicited communications about a person, their family, friends, or co-workers; sending/posting unwelcome/unsolicited messages with an assumed identity; implicitly threatening physical contact; or
- any combination of these behaviors directed toward an individual person.

#### G. Physical Assault

Physical assault is a purposeful action meant to hurt another person. Examples include, but are not limited to, kicking, punching, hitting with or throwing an object or biting. When these acts occur in the context of domestic violence, dating violence or when the behavior is perpetrated on the basis of sex or gender, the conduct will be resolved under this Policy.

#### H. Harm to Others

Harm to others is words or types of conduct that threaten or endanger the health or safety of any person including physical abuse, verbal abuse, threats, intimidation, and/or harassment. This behavior is typically treated as a violation of CRCDS' Student Conduct Code and expectations of professionalism for faculty, instructional-staff, and staff. Acts that constitute harm to others and that are a form of domestic violence, dating violence or are based on sex or gender will be resolved under this Policy.

## I. Bullying and Intimidation

Bullying includes any intentional electronic, written, verbal or physical act or a series of acts directed at another individual or group that is severe, persistent or pervasive and that has the intended effect of doing any of the following:

- substantially interfering with a student's education;
- creating a threatening environment; or
- substantially disrupting the orderly operation of CRCDS.

Bullying is prohibited and participating in such acts will result in disciplinary action.

Intimidation is any verbal, written, or electronic threats of violence or other threatening behavior directed toward another person or group that reasonably leads the person(s) in the group to fear for her/his physical well-being. Intimidation is prohibited and will result in disciplinary action.

Anyone who attempts to use bullying or intimidation to retaliate against someone who reports an incident, brings a complaint, or participates in an investigation in an attempt to influence the resolution of a complaint will have retaliated as described within this Policy and will be subject to disciplinary action.

## J. Indecent Exposure

A person commits indecent exposure if that individual exposes the individual's genitals in any public place or in any place where there are present other persons under circumstances in which one knows or should know that this conduct is likely to offend, affront or alarm.

## K. Retaliation

Acts or attempts to retaliate or seek retribution against the Complainant, Respondent or any individual or group of individuals involved in the complaint, investigation, and/or resolution of an allegation of sexual misconduct. Retaliation can be committed by any individual or group of individuals, not just a Respondent or Complainant. Retaliation can take many forms, including threats, intimidation, pressuring, continued abuse, violence or other forms of harm to others.

# **Section VI. Related Definitions: Consent, Force, Coercion, Incapacitation, and Alcohol and Other Drugs**

## A. Affirmative Consent

A knowing, voluntary, and mutual decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. The definition of consent does not vary based upon a participant's sex, sexual orientation, gender identity or gender expression. The following are guidelines for evaluating the effectiveness of consent:

- Consent to any sexual act or prior consensual sexual activity between or with any party does not necessarily constitute consent to any other sexual act.
- Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol.
- Consent may be initially given but withdrawn at any time. Individuals choosing to engage in sexual activity must evaluate consent in an ongoing manner and communicate clearly throughout all stages of sexual activity.

- Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot consent. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs or other intoxicants may be incapacitated and therefore unable to consent.
- Consent cannot be given when it is the result of any coercion, intimidation, pressuring, force or threat of harm, or by taking advantage of the incapacitation of another individual.
- When consent is withdrawn or can no longer be given, sexual activity must stop. New York state law establishes that an individual less than 17 years old is incapable of consent.

#### 1. Prohibition of Certain Sexual Relationships and Sexual Contact:

CRCDS prohibits sexual relationships and sexual contact between members of the CRCDS community whenever there is a trust or confidentiality relationship with a power differential between the participants, whether or not there is actual or apparent consent.

#### B. Force

Force is the use or threat of physical violence or intimidation to overcome an individual's freedom of will to choose whether or not to participate in sexual activity. Demonstration of use of force does not require that a Complainant resists the sexual advance or request. However, resistance by the Complainant will be viewed as a clear demonstration of non-consent.

#### C. Coercion

Coercion is the improper use of pressure to compel another individual to initiate or continue sexual activity against that individual's will. Coercion can include a wide range of behaviors, including intimidation, manipulation, threats, and blackmail. A person's words or conduct are sufficient to constitute coercion if they wrongfully impair another individual's freedom of will and ability to choose whether or not to engage in sexual activity. Examples of coercion include threatening to "out" someone based on sexual orientation, gender identity or gender expression, and threatening to harm oneself if the other party does not engage in the sexual activity.

#### D. Incapacitation

Incapacitation is a state where an individual cannot make an informed and rational decision to engage in sexual activity because the individual lacks conscious knowledge of the nature of the act (e.g., to understand the who, what, when, where, why or how of the sexual interaction) and/or is physically helpless. An individual is incapacitated, and therefore unable to give consent, if the individual is asleep, unconscious or otherwise unaware that sexual activity is occurring.

Incapacitation may result from the use of alcohol and/or drugs. Consumption of alcohol or other drugs alone is insufficient to establish incapacitation. The impact of alcohol and drugs varies from person to person, and evaluating incapacitation requires an assessment of how the consumption of alcohol and/or drugs impact an individual's:

- decision-making ability;
- awareness of consequences;
- ability to make informed judgments; and
- capacity to appreciate the nature and the quality of the act.

Evaluating incapacitation also requires an assessment of whether a Respondent knew or should have known that the Complainant was incapacitated.



#### E. Alcohol or Other Drugs

In general, sexual contact while under the influence of alcohol or other drugs poses a risk to all parties. Alcohol and drugs impair a person's decision-making capacity, awareness of the consequences, and ability to make informed judgments. It is especially important, therefore, that anyone engaging in sexual activity be aware of the other person's level of intoxication. If there is any doubt as to the level or extent of the other individual's intoxication or impairment, the prudent course of action is to forgo or cease any sexual contact or activity.

Being intoxicated or impaired by drugs or alcohol is never an excuse for sexual harassment, sexual violence, stalking or domestic violence, dating violence and does not diminish one's responsibility to obtain consent.

## Section VII. Resources

Any individual affected by sexual violence or harassment—a Complainant, a Respondent, and/or a third party—will have equal access to support services through CRCDS and in the community, whether or not they decide to make a report to pursue an on-campus complaint, report to law enforcement, or decide not to make any type of report or complaint. CRCDS understands that deciding whether to make a report and choosing how to proceed can be difficult decisions, and thus encourages any individual who has questions or concerns to seek the support of campus and community resources. There are a number of community options for important initial responsive care, as well as many individuals on campus who can provide information about available resources and procedural options, and who can assist any party with a report under this Policy. CRCDS strongly encourages individuals to use all available resources, regardless of when or where the incident occurred.

### A. Education and Prevention Programs

CRCDS is committed to educating and promoting community awareness about the prevention of sex discrimination and harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence, and sex- and gender-based harassment that does not involve conduct of a sexual nature. CRCDS will disseminate this Policy to all community members and provide this Policy to all new members upon their arrival at CRCDS.

The Title IX Coordinator or others designated by the Title IX Coordinator oversee the development and implementation of CRCDS' education and prevention programs, which are based on campus needs and climate. New students and new employees will receive primary prevention and awareness programming as part of their orientation. Returning students and employees will receive ongoing training on a periodic basis. All educational programs include a review of resources and reporting options.

CRCDS will offer programs and informational sessions to promote awareness and prevention of such issues throughout the year, including an overview of CRCDS' policies and procedures, relevant definitions (including prohibited conduct, discussion of the impact of alcohol and illegal drug use, effective consent, safe and positive options for bystander intervention), and information about bystander information and risk reduction to ensure that all community members understand CRCDS' commitment, are familiar with this Policy, and know that any complaint received will be investigated and appropriately resolved.

### B. Emergency Support Services in the Event of a Sexual Assault

CRCDS encourages all individuals to seek assistance from a medical provider and/or law enforcement as soon as possible after a sexual assault. This is the best option to secure physical safety, and to obtain emotional support and medical care; it is also the best option to ensure preservation of evidence and to begin a timely investigation and remedial response.

#### 1. Campus Security Coordinator and Law Enforcement

CRCDS' Campus Security Coordinator is available to assist with emergency situations during normal business hours. Local law enforcement will provide assistance 24 hours a day, 365 days a year.

The Campus Security Coordinator will escort any community member to a safe place, assist in contacting law enforcement, and provide information about CRCDS' resources and complaint processes. Any individual can request that the Rochester City Police Department respond by:

- calling Rochester City Police Department at 911
- calling the New York State Police 24/7 hotline staffed by specially-trained responders at 1.844.845.7269.

## 2. Emergency Health Care

Individuals who have experienced sexual violence should visit a local Emergency Department or the local medical provider of their choice for confidential emergency care.

- notify the Campus Security Coordinator at 585-397-0316; and
- call 911; or
- proceed directly to the Emergency Department at Strong Memorial Hospital (601 Elmwood Avenue in Rochester / 585.275.4551), which has a Sexual Assault Forensic Examination (SAFE) Center; or
- proceed directly to the Emergency Department at Highland Hospital (1000 South Avenue in Rochester / 585.341.0725) to access a Sexual Assault Nurse Examiner; or
- call 585.922.4000 to access a Sexual Assault Nurse Examiner at Rochester General Hospital (1425 Portland Avenue in Rochester); or
- call Restore Sexual Assault Service's 24 hour/day, confidential rape crisis hotline at 585.546.2777 (Monroe County) or 800.527.1757 (Genesee, Livingston, Orleans & Wyoming Counties) for assistance locating a Sexual Assault Forensic Examiner at other area hospitals and/or to request an escort to the hospital.

An individual considering campus and/or law enforcement options against a Respondent should visit a SAFE nurse. SAFE nurses provide free medical care for victims of sexual assault, and are specially trained in conducting sexual assault exams and collecting and preserving forensic evidence of the assault for possible prosecution of the assailant.

SAFE Nurse: Strong Memorial Hospital  
601 Elmwood Avenue  
Rochester, New York  
585.275.4551

Highland Hospital  
1000 South Avenue  
Rochester, New York  
585.341.0725

Rochester General Hospital  
1425 Portland Avenue  
Rochester, New York  
585.922.4000

Such a medical exam (commonly referred to as a "rape kit") has two goals: (1) to diagnose and treat the full extent of any injury or physical effect and (2) to properly collect and preserve evidence. The exam may include testing and prophylactic treatment for HIV/AIDS, sexually transmitted infections ("STIs"), and pregnancy; a vaginal examination; collecting fingernail scrapings and/or clippings; examining<sup>(SEP)</sup> for injuries; and drawing blood. There is a limited window of time (typically 72 to 96 hours) following an incident of sexual assault to preserve physical and other forms of evidence. Gathering such evidence does not commit an individual to pursuing legal action against the assailant, but does preserve that option. Although it may be difficult following a sexual assault, individuals who are considering or may consider legal action should try not to shower, rinse

mouth, brush teeth or change clothes to allow for the maximum possible collection of evidence by a SAFE nurse or other health care provider.

Hospitals are not required to report any non-identifying information to CRCDS or to anyone else. However, hospitals providing care to individuals reporting sexual assault are required to:

- collect and maintain the chain of custody of sexual assault evidence for not less than 30 days unless the patient signs a statement directing the hospital not to collect it;
- advise the individual seeking medical treatment related to sexual assault of the availability of the services of a local rape crisis or victim assistance organization to accompany the individual through the sexual offense examination;
- contact a rape crisis or victim assistance organization providing assistance to the geographic area served by that hospital to establish the coordination of non-medical services to individuals reporting sexual assault who request such coordination and services; and
- provide emergency contraception upon the patient's request.

Even if an individual who has experienced sexual violence does not have injuries requiring emergency attention, CRCDS encourages that individual to seek medical care as soon as possible. The primary purpose of the medical evaluation is to check for physical injuries, reduce risk of complications from STIs as a result of the assault, and/or (if appropriate) reduce risk of pregnancy.

Please know that, in most instances, any health care provider will likely encourage an individual reporting sexual assault to authorize collection of evidence.

### 3. Emergency Mental Health Support

Any individual who has experienced sexual violence may also elect to speak with a counselor at any time. Individuals seeking such support should:

- Call 911.
- Go to the Psychiatric Emergency Department at University of Rochester Medical Center (601 Elmwood Avenue in Rochester / 585.275.4501).

### 4. Other Crisis Support

CRCDS community members in crisis can also access the following services provided by outside organizations:

- Call Restore Sexual Assault Service's 24 hour/day, confidential rape crisis hotline at
  - 585.546.2777 (Monroe County)
  - 800.527.1757 (Genesee, Livingston, Orleans & Wyoming Counties).
- Call Willow Domestic Violence Center's 24 hour/day confidential hotline (585.232.7353) for victims of domestic violence.
- Call the Victim Resource Center of the Finger Lakes, Inc.'s 24 hour/day, 7 days/week bilingual (Spanish/English) hotline at 866.343.8808 or 800.456.1172 for victims of domestic violence, sexual assault, stalking, dating violence, and child abuse.

## C. Confidential Resources and Support

CRCDS hopes that individuals who have experienced sexual violence will report what happened in order to enable CRCDS to respond appropriately. However, at a minimum, CRCDS strongly

encourages individuals who have experienced sexual violence to talk to someone about what happened to get needed support even if that individual is not yet ready to report an incident.

As discussed in Section IV(A) above, different members of the campus community have different abilities to maintain confidentiality.

- Certain employees (ordained faculty) are designated as having limited confidentiality, meaning that they may talk to a Complainant in confidence and generally may report to the Title IX Coordinator only the nature, date, time, and general location of the incident without revealing any personally identifying information. Disclosures to these employees will not trigger an investigation against the Complainant's wishes.
- All other employees (faculty, staff, and administrators) are required to report all details of an incident (including the identities of both the Complainant and Respondent) to the Title IX Coordinator. A report to these employees—"responsible employees"—constitutes a report to CRCDS and generally obligates CRCDS to take appropriate steps to address the situation. Even CRCDS offices and employees who cannot guarantee confidentiality will maintain your privacy to the greatest extent possible. The information you provide to a nonconfidential resource will be relayed only as necessary for the Title IX Coordinator to investigate and/or seek a resolution.

Below is a more detailed description of resources available at CRCDS.

#### 1. On-Campus Confidential Resources

Ordained faculty engaged in pastoral counsel with a CRCDS community member can generally talk to a Complainant without any obligation to reveal to the Title IX Coordinator any personally identifying information about an incident. A Complainant can seek assistance and support from these individuals without triggering an investigation that could reveal the reporting student's identity or that the student has disclosed the incident. Contact information for ordained faculty is as follows:

Melanie Duguid-May  
[Duguid-may@crcds.edu](mailto:Duguid-may@crcds.edu)  
585-340-9599

Cindy Rasmussen  
[crasmussen@crcds.edu](mailto:crasmussen@crcds.edu)  
585-340-9537

Jacqueline Nelson  
[jnelson@crcds.edu](mailto:jnelson@crcds.edu)  
585-314-4451

While maintaining a Complainant's confidentiality, these individuals must report the nature, date, time, and general location of an incident to the Title IX Coordinator. This limited report—which will include no information that would directly or indirectly identify the reporting student—helps keep the Title IX Coordinator informed of the general extent and nature of sexual violence on and off campus so that s/he can track patterns, evaluate the scope of the problem, and formulate appropriate campus-wide responses. Before reporting any information to the Title IX Coordinator, these individuals will consult with the Complainant to ensure that no personally identifying details are shared with the Title IX Coordinator. These individuals are also able to assist the Complainant in obtaining support services.

For after-hours mental health emergencies please call 911 or go to the Psychiatric Emergency Department at University of Rochester Medical Center (601 Elmwood Avenue in Rochester / 585.275.4501).

## 2. Off-Campus Confidential Resources

Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information with CRCDS unless the Complainant requests the disclosure and signs a consent or waiver form.

### a. Counselors and Advocates

Members of the CRCDS community may contact any of the following local resources for confidential support:

- Restore Sexual Assault Service maintains a 24 hour/day, confidential rape crisis hotline:
  - 585.546.2777 (Monroe County)
  - 800.527.1757 (Genesee, Livingston, Orleans & Wyoming Counties). Willow Domestic Violence Center maintains a 24 hour/day confidential hotline (585.232.7353) for victims of domestic violence, and offers a shelter, counseling, support groups, children's services, court advocacy, Latina services, dating violence education, and transition program. Safe Journey (585.425.1580) serves women and children in transition from domestic violence, who need individual or group counseling, advocacy or community referrals as they heal from abuse. The Victim Resource Center of the Finger Lakes, Inc. is a private, non-profit domestic, sexual, stalking, dating violence, and child abuse services agency that provides a 24 hour a day/7 day a week bilingual (Spanish/English) toll-free hotline at 866.343.8808 or 800.456.1172.
- Employees can access free, confidential assistance through CRCDS' Employee Assistance Program 24 hours a day, 7 days a week:
  - [www.mutualofomaha.com/eap](http://www.mutualofomaha.com/eap)
  - 1.800.316.2796

### b. Health Care

Individuals who have experienced sexual violence should visit a local Emergency Department or the local medical provider of their choice for confidential emergency care.

- notify the Campus Security Coordinator at 585-397-0316; and call 911; or
- proceed directly to the Emergency Department at Strong Memorial Hospital (601 Elmwood Avenue in Rochester / 585.275.4551), which has a Sexual Assault Forensic Examination (SAFE) Center; or
- proceed directly to the Emergency Department at Highland Hospital (1000 South Avenue in Rochester / 585.341.0725) to access a Sexual Assault Nurse Examiner; or call 585.922.4000 to access a Sexual Assault Nurse Examiner at Rochester General Hospital (1425 Portland Avenue in Rochester); or
- call Restore Sexual Assault Service's 24 hour/day, confidential rape crisis hotline at 585.546.2777 (Monroe County) or 800.527.1757 (Genesee, Livingston, Orleans & Wyoming Counties) for assistance locating a Sexual Assault Forensic Examiner at other area hospitals and to request an escort to the hospital.

## D. Limitations Associated with Confidential Resources

An individual who speaks to any of the confidential sources listed above must understand that, if the individual wants to maintain confidentiality, CRCDS may be unable to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator. Even so, these individuals will still assist the Complainant in receiving other necessary protection and support, such as victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules. A Complainant who at

first requests confidentiality may later decide to file a complaint with CRCDS or report the incident to law enforcement, which would likely result in investigation by law enforcement. CRCDS will assist the Complainant with further or formal action on or off campus.

Please note that, while the counselors, advocates, and health care providers listed above may maintain a Complainant's confidentiality with respect to further reporting to CRCDS, their ability to maintain confidentiality may be limited in the following circumstances:

- If a counselor or health care provider believes that the individual seeking resources or support or someone else is in clear and imminent danger of harm, the counselor is legally obligated to inform proper authorities and others in order to help prevent the harm from occurring; in such cases the counselor or health care provider may also decide that it is in the individual's best interest to contact the individual's family and CRCDS officials.
- If an individual provides information indicating that a minor (someone under 18 years old) is being abused or has been sexually assaulted, the counselor or health care provider is legally required to notify proper authorities.
- In addition to mandated reporting requirements, there may be other circumstances in which a counselor or health care provider may decide it is necessary and/or appropriate to notify the minor's parents.
- In rare cases, a court may order a counselor or health care provider to disclose information.

Significantly, if CRCDS determines that the Respondent(s) poses a serious and ongoing threat to the CRCDS community, CRCDS may decide to issue a timely warning to the community (discussed above). However, any such warning will not include any information that identifies the Complainant seeking resources and support.

## **Section VIII. Students' Bill of Rights**

All students who report conduct allegedly in violation of this Policy or invoke the processes described in this Policy have the right to:

- make a report to local law enforcement and/or state police;
- have disclosure of domestic violence, dating violence, stalking, and sexual assault treated seriously; make a decision about whether or not to disclose a crime or violation and
- participate in the judicial or conduct process and/or criminal justice process free from pressure by the institution;
- participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard; be treated with dignity and to receive from CRCDS
- be courteous, fair, and respectful health care and counseling services, where available;
- be free from any suggestion that the reporting individual is at fault when these violations are committed, or should have acted in a different manner to avoid such violations; describe the incident to as few institution representatives as practicable and not be required to unnecessarily repeat a description of the incident;
- be protected from retaliation by CRCDS, any student, the accused and/or the respondent, and/or their friends, family, and acquaintances within the jurisdiction of CRCDS; access to at least one level of appeal of a determination;
- be accompanied by an advisor of choice who may assist and advise a reporting individual, accused or respondent throughout the judicial or conduct process including during all meetings related to such process ;
- exercise civil rights and practice of religion without interference by the investigative, criminal justice or conduct process of the institution; and

discuss and share information related to the complaint with others that may support them or assist them in presenting their case.

## **Section IX. Reporting**

As outlined in Section VII(B) explaining Emergency Support Services in the Event of a Sexual Assault, CRCDS encourages all individuals to seek assistance from a medical provider and/or law enforcement immediately after an incident of sexual violence. CRCDS also encourages reporting to the Title IX Coordinator, any member of the Title IX Team or any responsible employee.

### **A. Overview**

CRCDS encourages all community members to report sexual violence and harassment, including dating violence, domestic violence, and stalking, in order to achieve a campus environment that maximizes its community members' academic pursuits and positive feelings of community. CRCDS will respond to any information it receives—whether from a Complainant, third party or anonymously—against a named Respondent.

A Complainant need not make any report, but Complainants considering doing so have a number of options to report and resolve a complaint:

- CRCDS' complaint process;
- criminal action; or
- both CRCDS' complaint process and criminal action.

CRCDS is committed to providing a variety of accessible means of reporting sexual misconduct so that all instances of sexual assault or harassment will be reported. The Title IX Coordinator is specifically charged with coordinating the initial assessment, initiating the investigation, and responding to allegations of sexual assault or harassment to stop the harassing conduct, address its effects, and prevent its recurrence.

With the exception of those employees specified in the section explaining Confidential Resources, all CRCDS employees, including faculty, staff, and administrators, are required to share with the Title IX Coordinator or any member of the Title IX Team any report of sexual assault or harassment they receive or of which they become aware. These individuals are required to share with the Title IX Coordinator all information of which they are aware, including the identities of the parties involved in the sexual misconduct, if known. Even CRCDS offices and employees who cannot guarantee confidentiality will maintain your privacy to the greatest extent possible. The information you provide to a nonconfidential resource will be relayed only as necessary for the Title IX Coordinator to investigate and/or seek a resolution.

At the time a report is made, a Complainant does not have to decide whether or not to request disciplinary action. CRCDS recognizes that not every individual will be prepared to make a report to CRCDS or to law enforcement, and individuals are not expected or required to pursue a specific course of action. To the extent possible, CRCDS will respect an individual's autonomy in making these important decisions and provide support that will assist each individual in making that determination.

As outlined in the Resources section of this Policy, there are a number of resources—some on-campus and some off-campus—available to individuals who want support, regardless of whether they currently plan to make a report to CRCDS. Information shared with the identified confidential resources will not be reported to CRCDS.



As outlined in the statement regarding Privacy and Confidentiality, CRCDS respects the privacy interests of students, faculty, and staff. All information reported to the Title IX Coordinator or Title IX Team will be shared only with those CRCDS employees or agents who will assist in the investigation and/or resolution of the complaint.

The Title IX Coordinator, working with the Title IX Team and any other relevant campus units, will ensure that CRCDS responds to all reports in a timely, effective, and consistent manner. The Title IX Coordinator is charged with coordinating the review, investigation, and resolution of all reports to ensure consistent responsiveness, and the integrated provision of interim measures to support the individuals involved and to protect the CRCDS community.

CRCDS will promptly review and respond to all reports of sexual violence and harassment in an integrated, consistent manner that treats each individual with dignity and respect. CRCDS is committed to conducting its investigations and resolving complaints in a manner that protects the safety of Complainants and promotes accountability.

#### B. Reporting to Law Enforcement

CRCDS encourages Complainants to pursue criminal action for incidents of sexual assault or harassment that may also be crimes under New York criminal statutes. CRCDS will assist a Complainant, at the Complainant's request, in contacting law enforcement and, to the extent permitted by law, will cooperate with law enforcement agencies if a Complainant decides to pursue the criminal process.

Except where a Complainant is less than 18 years old, CRCDS will generally respect a Complainant's choice whether or not to report an incident to law enforcement, unless CRCDS determines that there is an overriding issue with respect to the safety or welfare of the CRCDS community. Where a report involves suspected abuse of a minor less than 18, certain individuals at CRCDS may be required by state law to notify law enforcement and/or the New York Statewide Central Register of Child Abuse and Maltreatment, as discussed further in Sections IV(B)(1) and IX(H).

CRCDS' Policy, definitions, and standard of review differ from New York criminal law, accordingly, an individual with questions about whether a specific incident violates criminal law will be directed to—and can ask for CRCDS' help in connecting with—law enforcement or the Monroe County District Attorney's Office. Neither law enforcement's determination whether or not to prosecute a Respondent nor the outcome of any criminal prosecution is determinative of whether sexual assault or harassment has occurred under this Policy. Proceedings under this Policy may be carried out prior to, simultaneously with or following civil or criminal proceedings off campus.

Students who wish to pursue a formal complaint with law enforcement can enlist the help of the Title IX Coordinator or Campus Security Coordinator or call the Rochester Police Department directly by dialing 911 or the New York State Police's 24/7 hotline staffed by specially-trained responders at 1.844.845.7269.

Both the Rochester Police Department and Monroe County Sheriff's Office have victim assistance programs, which provide individual counseling, transportation to court, accompaniment to court, property release, assistance in filing with the Crime Victims Board for compensation for crime-related out-of-pocket costs, restitution assistance, referral, public awareness, and an explanation of the criminal justice system.

- Rochester Police Department Victim Assistance Unit: 585.428.6630
- Monroe County Sheriff's Department Victim Assistance Program: 585.753.4389

The following other agencies also provide assistance to individuals who pursue criminal complaints:

- Willow Domestic Violence Center: 585.232.5200 (<http://www.willowcenterny.org/>)
- Monroe County District Attorney Victim/Witness Assistance Bureau: 585.753.4573 (<http://www.monroecounty.gov/da-assistance.php>)  
Planned Parenthood of the Rochester/Syracuse Region: 585.546.2595 (<http://www.pprsr.org/>)
- Society for the Protection and Care of Children – Family Violence Program: 585.325.6101 (<http://www.spcc-roch.org>)
- The Legal Aid Society of Rochester, NY, Inc.: 585.232.4090 (<http://www.lasroc.org/>)

To learn more about these programs, visit the website for the New York State Office of Victim Services (<http://www.ovs.ny.gov/>), which funds local victim assistance programs.

In general, CRCDS will timely share information with the RPD in the event that CRCDS and RPD are conducting parallel investigations related to a complaint. Importantly, CRCDS' ability to share information related to its own investigation and/or adjudication of certain offenses involving a student or students will be governed by the Family Educational Rights and Privacy Act, which prohibits disclosure of student education records containing personally identifiable information except under certain circumstances.

### C. Campus Reporting Options

CRCDS recognizes that a student or employee may choose to report sexual assault or harassment to any employee of CRCDS. For example, a student may choose to tell a dean, a faculty member or other administrator. An employee may choose to talk with a supervisor or colleague. This Policy requires all employees (other than ordained faculty as identified above) who receive a report of sexual assault or harassment to share the report with the Title IX Coordinator or any member of the Title IX Team.

To enable CRCDS to respond to all reports in a prompt and equitable manner, CRCDS encourages all individuals to directly report any incident to:

Title IX Coordinator  
Rev. Paula B. Blue  
Vice President for Institutional Effectiveness/Chief Operating Officer  
Phone: (585) 340 – 9648  
Email: [pblue@crcds.edu](mailto:pblue@crcds.edu)

An individual also has the option of making a complaint to any member of the Title IX team, his/her supervisor or any employee of CRCDS, who will then report to the Title IX Coordinator. This also includes any report involving alleged misconduct by an employee.

Complaints must include a written description of the misconduct, which a Complainant can convey during a meeting with any of the campus reporting options listed above. All reports must be committed to writing by either the Complainant or the Title IX Coordinator and signed by either the Complainant or the Title IX Coordinator or appropriate designee. CRCDS may deem it necessary to take action even if an oral report is not committed to writing.

#### D. Anonymous Reporting

Any individual may visit <http://www.crcds.edu/anonymous-reporting-form/> to report an incident without disclosing one's name, identifying the Complainant or Respondent or requesting any action. Depending on the level of information available about the incident or the individuals involved, anonymous reporting may impact CRCDS' ability to respond or take further action.

The Title IX Coordinator will review and determine the appropriate response and action for all anonymous reports. Where there is sufficient information, CRCDS will ensure that anonymous reports are included for compliance with federal law (the Clery Act).

#### E. Reporting Considerations

##### 1. Timeliness of Report, Location of Incident

While CRCDS does not limit the timeframe for reporting, Complainants and third-party witnesses are encouraged to report sexual assault and harassment as soon as possible in order to maximize CRCDS' ability to respond promptly and effectively. If the Respondent is no longer a student or employee, CRCDS may not be able to take action against the Respondent, but it will still seek to meet its Title IX obligation by taking steps to end the harassment, prevent its recurrence, and address its effects.

An incident does not have to occur on campus to be reported to CRCDS. Off-campus conduct that is likely to have a substantial adverse effect on any member of CRCDS community or CRCDS may be covered under this Policy.

##### 2. Amnesty for Personal Use of Alcohol or Other Drugs

The health and safety of every student at CRCDS is of utmost importance. CRCDS recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, stalking or sexual assault, occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. CRCDS strongly encourages students to report to institution officials all types of conduct prohibited by this Policy, including but not limited to domestic violence, dating violence, stalking, and sexual assault.

A bystander acting in good faith that discloses any incident of domestic violence, dating violence, stalking or sexual assault to CRCDS officials or law enforcement will not be subject to disciplinary action by CRCDS for violations of alcohol and/or drug use policies occurring at or near the time of the commission of the domestic violence, dating violence, stalking or sexual assault.

#### F. Statement Against Retaliation

As emphasized above, retaliation is a violation of CRCDS policy. CRCDS understands that retaliation can take many forms, may be committed by or against an individual or a group, and that a Respondent or third party may also be the subject of retaliation by another individual, including the Complainant.

An individual reporting sexual assault or harassment is entitled to protection from any form of retaliation following a report that is made in good faith, even if the report is not later substantiated.

#### G. False Reporting

Given that a charge of sexual assault or harassment may have severe consequences, CRCDS takes very seriously the truthfulness of information provided in support of an allegation of sexual misconduct.

A Complainant who makes a report that is later found to have been intentionally false or made maliciously without regard for truth may be subject to appropriate sanctions, including the

possibility of suspension and/or termination. To be clear: this provision does not apply to reports made in good faith, even if the facts alleged in the report are not substantiated by an investigation. In addition, the fact that no action is taken against the Respondent as a result of the complaint does not necessarily mean that the complaint was false or malicious.

Similarly, a Respondent or witness who is later proven to have intentionally given false information during the course of an investigation or judicial action may be subject to disciplinary action.

## H. Reports Involving Minors

All members of the CRCDS community (students, faculty, staff, and administrators) with reasonable cause to suspect that a minor (a person under the age of 18) is a victim of child abuse, neglect or sexual harassment based on:

- information shared by the minor or any other individual; or
- personal observations or knowledge must report the suspected child abuse, neglect or sexual harassment to the Title IX Coordinator or the Campus Security Coordinator.

The duty to report is triggered by reasonable suspicion or belief. There is no requirement that there be actual evidence of abuse, nor should any individual seek to investigate the matter before reporting. Any doubt as to whether or not to report should be resolved in favor of making the report to ensure that the appropriate professionals in child protective services can assess the report and evaluate the safety of the minor.

If any member of CRCDS community has reasonable cause to suspect that a minor has been abused or neglected—including reasonable cause arising as part of any program or activity offered or sponsored by CRCDS or any non-CRCDS groups using CRCDS facilities—or if a minor confides in a community member about abuse or neglect, the community member must immediately report the suspected abuse or neglect to the Title IX Coordinator or the Campus Security Coordinator.

The individual receiving the report will then notify the President of CRCDS that a report has been made. The Title IX Coordinator or Campus Security Coordinator will also report the suspected abuse or neglect to the appropriate authorities, and the reporting community member's presence may be requested during such report.

Members of the CRCDS community may also report abuse or neglect directly to the authorities by calling the New York Statewide Central Register of Child Abuse and Maltreatment (SCR) at its public hotline (800.342.3720) or one of the following numbers, as appropriate: 800.638.5163 (TDD/TTY) or 800.342.3720 (Video Relay System).

In the event that an individual makes a direct report to SCR, the individual must also submit a written report to Monroe County Child Protective Services within 48 hours of the oral report. The written report form (Child Protective Services form LDSS-2221A) is available at the New York State Office of Children and Family Services website at [www.ocfs.ny.gov](http://www.ocfs.ny.gov) (click on Forms and then Child Protective Services to access LDSS-2221A). A reporting individual can also obtain the form from CRCDS' Campus Security Coordinator. Any individual making a direct report to the state—whether a reporter mandated by New York law or this Policy—should also immediately inform the Title IX Coordinator or Campus Security Coordinator that he or she has made a report.

## I. Take Back the Night and Other Public Awareness Events

Public awareness events such as “Take Back the Night,” the Clothesline Project, candlelight vigils, protests, “survivor speak outs” or other forums in which students disclose incidents of sexual violence

are not considered notice to CRCDS for purposes of triggering its obligation to investigate any particular incident(s) of sexual violence. Such events may, however, inform the need for campus-wide education and prevention efforts, and CRCDS will provide information about students' Title IX rights at these events.

## **Section X. Acknowledging a Complaint and Interim Measures**

Upon receipt of a report of sex discrimination or harassment, sexual harassment, sexual violence, stalking, domestic violence, dating violence or sex- or gender-based harassment that does not involve conduct of a sexual nature, CRCDS will evaluate and, in its discretion, impose reasonable and appropriate interim measures designed to eliminate the reported hostile environment and protect the parties involved.

For Complainants seeking to avail themselves of the CRCDS procedures related to Sexual Misconduct Complaints, the Title IX Coordinator shall cause an "Acknowledgment of Complaint and Description of Procedure and Support Services" letter to be sent to the parties. This letter shall acknowledge the complaint, attach a copy of this Policy, and reiterate that retaliation will not be permitted.

The Title IX Coordinator will maintain consistent contact with the parties to ensure that all safety and emotional and physical well-being concerns are being addressed. The Title IX Coordinator will conduct an initial assessment to determine the appropriateness of any interim measures, which the Title IX Coordinator may impose regardless of whether formal disciplinary action is sought by the Complainant or CRCDS. A Complainant or Respondent may request separation or other protection, or CRCDS may choose to impose interim measures at its discretion to ensure the safety of all parties, the broader CRCDS community, and/or the integrity of the investigative and/or resolution process. CRCDS will implement interim measures promptly and at no cost to the parties.

All individuals are encouraged to report concerns about failure of another individual to abide by any restrictions imposed by an interim measure. CRCDS will take immediate and responsive action to enforce a previously implemented measure.

Potential interim measures that the Title IX Coordinator may deem appropriate for the Complainant and/or the Respondent include:

- assistance in accessing off-campus counseling services; imposition of an on-campus "no contact" directive that requires the Respondent to leave an area immediately and without directly contacting the Complainant if the parties are both in the same public place;
- rescheduling of exams and assignments;
- providing alternative course completion options;
- changing class schedules, including the ability to transfer course sections or withdrawal from a course without penalty;
- changing work schedules or job assignments;
- changing a student's CRCDS-owned housing;
- assistance from CRCDS' support staff in completing housing relocation;'
- limiting an individual's or organization's access to certain CRCDS' facilities or activities
- pending resolution of the matter;
- voluntary leave of absence;
- providing an escort to ensure safe movement between classes and activities;
- providing academic support services, such as classroom accommodations;
- CRCDS-imposed leave or separation; and/or

- any other remedy that can be tailored to the involved individuals to achieve the goals of this Policy.

CRCDS will maintain as confidential any accommodation(s) or protective measure(s) provided to Complainant to the extent that maintaining such confidentiality will not impair CRCDS' ability to provide the accommodation(s) or protective measure(s).

#### A. Review of Certain Interim Measures

With respect to no contact orders, changes to academic, housing, employment, and transportation arrangements in order to help ensure safety, prevent retaliation, and avoid an ongoing hostile environment, both parties shall, upon request, be afforded a prompt review, reasonable under the circumstances, of the need for and terms of such interim measure that directly affects the party, including potential modification, and shall be allowed to submit evidence in support of their request.

#### B. Interim Suspensions or Imposed Leave

If the Vice President for Academic Affairs, in consultation with the Campus Security Coordinator and/or the Title IX Coordinator, decides at any point that the well-being of a student or of any member of CRCDS' community is at stake, an interim suspension may be imposed on a respondent who poses a continuing threat to the health and safety of the campus pending the outcome of the conduct process. This action assumes no determination of responsibility and the hearing will be held as soon as possible. Both parties shall, upon request, be afforded a prompt review, reasonable under the circumstances, of the need for and terms of an interim suspension, including potential modification, and shall be allowed to submit evidence in support of their request.

Similarly, CRCDS may impose leave on any employee or faculty member.

The terms of all such leaves shall be determined in CRCDS' sole discretion.

## **Section XI. Procedure For Resolution of Sexual Misconduct Complaints**

CRCDS strongly encourages prompt reporting and resolution of any and all issues concerning sexual misconduct or sexual harassment.

Complainants have the option to seek to resolve their complaints informally, formally or both, except in cases involving allegations of sexual violence, which will only be resolved through the formal process described below.

In addition, there may be instances in which a Complainant seeks only to discuss matters with the Title IX Coordinator, a member of the Title IX Team or ordained faculty, and CRCDS encourages such discussion. An individual reporting sexual misconduct or sexual harassment should be aware, however, that the Title IX Coordinator and/or any member of the Title IX Team will evaluate information provided in an informal discussion to determine whether it is necessary to take action to address the issue.

Both the Complainant and the Respondent are to be treated with respect. All allegations will be taken seriously.

All individuals involved in implementing the procedures below are annually trained in handling sexual harassment complaints, including complaints alleging sexual violence, dating violence, domestic violence, and/or stalking, the effects of trauma, impartiality, the rights of respondents (presumption of “not responsible” until investigation and resolution processes are complete), and the operation of CRCDS’ process.

#### A. Overview

When allegations of sexual misconduct or harassment are brought to CRCDS’ attention, CRCDS will promptly evaluate whether the Respondent should continue in the Respondent’s present position and what other interim remedial action is appropriate, as explained in Section X above, including measures intended to protect the Complainant and/ or the campus community.

The first step of this initial assessment will usually be a preliminary meeting between the Title IX Coordinator and the Complainant. The purpose of the preliminary meeting is to:

- assess the nature and circumstances of the allegation;
- address the immediate physical safety and emotional well-being of the Complainant;
- notify the Complainant of the right to contact law enforcement (or not) and seek medical treatment;
- notify the Complainant of the importance of preservation of evidence;
- provide the Complainant with information about on- and off-campus resources;
- notify the Complainant that the institution can provide assistance in initiating legal proceedings in family court or civil court;
- notify the Complainant of the range of interim accommodations and responses;
- provide the Complainant with an explanation of the procedural options;
- assess for pattern evidence or other similar conduct by Respondent;
- enter the report into CRCDS’ daily crime log;
- assess the reported conduct for the need for a timely warning under the Clery Act;
- discuss the Complainant’s expressed preference for the manner of resolution and any barriers to proceeding; and
- explain CRCDS’ policy prohibiting retaliation.

After this assessment, the Title IX Coordinator may direct that an investigation continue depending on a variety of factors, such as the Complainant’s wish to pursue disciplinary action, the risk posed to any individual or the campus community by not proceeding, and the nature of the allegation. Where possible, CRCDS will seek action consistent with the Complainant’s expressed preference for the manner of resolution.

CRCDS will utilize the formal procedure set forth below to investigate and resolve complaints of sexual misconduct.

In addition to the formal or informal procedures set forth below, a Complainant may elect to utilize other available procedures such as the criminal, judicial or denominational systems to redress a complaint of sexual misconduct.

#### 1. Time Frames for Resolution

CRCDS seeks to resolve all reports of sexual misconduct within sixty (60) days. All time frames expressed in this Policy are meant to be guidelines rather than rigid requirements. Circumstances may arise that require the extension of time frames, including extension beyond sixty (60) days. Such circumstances may include the complexity of the allegations, the number of witnesses involved, the availability of the parties or witnesses, the effect of a concurrent criminal investigation, any intervening school break or vacation or other unforeseen circumstances.

CRCDS will make its best efforts to complete the process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness. In the event that the investigation and resolution exceed this timeframe, CRCDS will notify all parties of the reason for the extension and the expected adjustment in time frames.

When a Complainant is pursuing criminal remedies at the same time as on-campus remedies and at the request of law enforcement, CRCDS may agree to defer its fact-gathering until after the initial stages of a criminal investigation at the request of law enforcement. CRCDS will nevertheless communicate with the Complainant regarding Title IX rights, procedural options, and the implementation of interim measures to ensure safety and well-being. CRCDS will promptly resume its fact-gathering as soon as law enforcement has completed its initial investigation, which will typically not require CRCDS not to pause its process more than ten days, except when law enforcement specifically requests and justifies a longer period of time.

## 2. Parties' Rights

- To be treated with dignity, respect, and compassion by all persons involved in the disciplinary process.
- Information regarding CRCDS' sexual misconduct resolution process.
- Information about accessing support services on and off campus.
- Freedom from intimidation and harassment throughout this process.
- Privacy throughout this process in relation to campus and other media, and in relation to all other involved parties, including to have all information obtained during the course of the process be protected from public release until final determination unless otherwise required by law. In this regard, while parties are permitted to disclose or discuss the outcome of the process, CRCDS encourages parties to refrain from speaking publicly about the result of student conduct cases.
- To be notified in advance of any meeting they are required or eligible to attend, of the specific rule, rules or laws alleged to be violated and in what manner, and the sanction(s) that may be imposed on the Respondent based on a finding of responsibility.
- To be notified of the charge(s) of violation(s) of this Policy against the Respondent, including the following information:
  - o the date, time, location, and type of process (formal or informal);
  - o a brief factual summary of the conduct alleged to have violated the Policy, including date, time, and location;
  - o the specific Policy provision(s) at issue;
  - o possible sanctions associated with a finding of responsibility for the alleged Policy violation(s); and
  - o the members of the Response Team (explained further below) who will investigate the complaint (discussed further below).
- The right to request that the Title IX Coordinator remove a member of the Response Team based on reasonable and articulable grounds of bias, conflict of interest or an inability to be fair and impartial. This challenge must be raised in writing within two (2) business days of receipt of the notice of charges/Response Team membership. All objections must be raised prior to the commencement of the investigation. The Title IX Coordinator will determine whether to grant the request for removal.
- To recommend questions to be asked of the other party (parties) and any witness(es) by the Response Team. The Response Team has discretion to determine which questions to ask based on the likelihood that the question will elicit information relevant to the determination of responsibility for a violation of this Policy.
- To be accompanied by an advisor of their choice to any meeting or proceeding related to the sexual misconduct complaint. An advisor is any individual who provides a party support, guidance or advice. Each party's respective advisor may confer with and assist the party, but may not speak as an advocate or directly address the Response Team through questions or otherwise. Parties should identify their advisor of choice at the earliest opportunity during the process.



- To exclude their own mental health diagnosis and/or treatment from admittance in the institution disciplinary stage that determines responsibility. (See Section XI.B.1.b below)
- To exclude their own prior sexual history with persons other than the other party. (See Section XI.B.1.b below)
- To have timely and similar access for review of available information and evidence in the case file or otherwise in CRCDS' possession or control, and relevant to the conduct case, and to present such information and evidence consistent with institution policies and procedures.
- Written, simultaneous notice of the determination of responsibility with findings of fact, the disciplinary sanction(s) (if applicable), and the rationale for the decision and sanction.
- If the Respondent is found responsible, to provide an impact statement for consideration of appropriate sanctions.
- To be advised in writing of appropriate procedures for requesting an appeal. Such notice will be included with the written decision disseminated to the parties.
- Written notice of the decision on appeal, if applicable, and the finality of such decision.

## B. Resolution Procedures

### 1. Formal Process

#### a. Identification of Response Team

Within five (5) business days of receiving a complaint, the Title IX Team will appoint two of its members as a "Response Team" for each unique complaint. If possible, the Response Team selected shall include at least one faculty member, and shall have representation from both genders. Each Response Team will promptly investigate the complaint to which it has been assigned. In certain circumstances, such as disqualification due to conflict of interest, the Response Team may involve an external investigator or investigators.

#### b. Investigation

The Response Team will endeavor to commence its investigation within five (5) business days of being convened. The Response Team will meet and prepare a proposed protocol for the investigation—including among other things, the witnesses with whom it intends to meet and other types of information (written, electronic) it expects to collect—which it will discuss with the Title IX Coordinator. Upon the Title IX Coordinator's approval of the proposed protocol, the Response Team will commence its investigation. In pursuing the investigation, the Response Team will take the parties' wishes into consideration, however, the Response Team will thoroughly investigate the matter as it sees fit. The Response Team will periodically inform the Complainant and Respondent of the status of the investigation. The investigation process may include any or all of the following:

- Interview the Complainant and the Respondent to ascertain all facts in connection with the alleged incident.
- Determine the type of objectionable conduct and, if possible, the date(s) and location(s) of the conduct.
- Ask the parties to identify any witnesses they believe have relevant information, and if any are identified, ask the parties to describe the information they expect each such witness to share and to advise the Response Team of any questions they request that the Response Team ask such witnesses, and determine whether to interview the identified witnesses.
- Remind the parties of CRCDS' policy against retaliation.
- Independently identify additional witnesses, if any, based on party interviews, and conduct interviews of witnesses the Response Team determines may have relevant information.
- Ask witnesses to identify any others they believe have relevant information, and if any are identified, ask the witnesses to describe the information they expect each such witness to share and to advise the Response Team of any questions they believe the Response Team ask such witnesses, and determine whether to interview the identified witnesses
- Gather any physical evidence (voice mails, text messages, security logs, security videos, etc.) relevant to the complaint.
- If applicable, develop a thorough understanding of the professional relationship, degree of control, and amount of interaction between the Respondent and Complainant.
- Determine whether the Respondent has made and carried out any threats or promises directed at the Complainant.

- Determine whether the Complainant knows of or suspects that there are other individuals who have been subjected to similar conduct by the respondent. Receipt of any complaint shall be cause for a file review to determine if a prior complaint against the same person is on file.

While pursuing an investigation means that confidentiality cannot be promised, as noted above, CRCDS will attempt to maintain confidentiality throughout the investigatory process to the extent practical and appropriate under the circumstances. The Response Team will strive to complete these investigation meetings within thirty (30) days of commencement of the investigation.

The Response Team will prepare a summary of each interview. Each interviewee will be given the opportunity to review and suggest revisions to their respective interview summary. The interview summary review may include suggestions with respect to other sources of information for the Response Team to review and consider. The Response Team has discretion to decide whether to explore and/or review any such other sources of information.

After receiving approval for all interview summaries, the Response Team will prepare a written Investigation Report containing a summary of the facts gathered during the investigation and findings of fact. In order to make its findings of fact, the Response Team will examine the information gathered, including any related documents or other physical or tangible evidence, and apply the preponderance of evidence standard (i.e. whether it is more likely than not) to determine whether or not that the actions in question occurred. The Response Team will in most cases complete the report within fifteen (15) days after receiving the final approved interview summary.

Upon completion of the Investigation Report, the parties will have an opportunity to review the entire report, after which they will have two (2) business days to submit a written response to the Response Team, including additional questions they would like asked of parties and/or witnesses. The Response Team has discretion to determine whether it is necessary to conduct any additional questioning or to seek any other further information indicated in the parties' responses. Each party has the right to exclude their own prior sexual history with anyone other than the other party, as well as their own mental health diagnosis and/or treatment and can make a request for redaction of any such information contained in the Investigation Report (and any underlying document) as part of their response after review. The Response Team will evaluate such redaction requests in consultation with the Title IX Coordinator and, if deemed appropriate, will redact the information from the Investigation Report.

The Response Team will expand the Investigation Report to include the parties' responses (and, if applicable, any additional information gathered after party responses) and its recommended finding(s) as to Respondent's responsibility for a violation or violations of this Policy, as well as recommended sanctions (if applicable). The Response Team will provide the investigation Report to the Title IX Coordinator for review to determine whether any additional investigation may be advisable. In the event it is determined that further investigation would be prudent, the Title IX Coordinator and the Response Team will agree to the scope of additional investigation, which the Response Team will carry out. The Response Team will then supplement and finalize its Investigation Report accordingly to produce the Final Investigation Report.

### c. Resolution of the Complaint

The Response Team will then present its Final Investigation Report to the Title IX Coordinator, at which point the Title IX Coordinator will consider the information contained in the Final Investigation Report, determine whether or not the alleged conduct is more likely than not to have occurred and, if so, whether the conduct violates this Policy. If applicable, the Title IX Coordinator will decide upon appropriate action to be taken, including determining sanctions, which may be those recommended by the Response Team. Past findings of domestic violence, dating violence, stalking, and/or sexual assault may be considered as part of any sanctions determination.

The Title IX Coordinator will communicate the findings and any sanctions to the Complainant and Respondent (including written notice given simultaneously) within three (3) business days of its

determination. The written notice of outcome will include the decision with findings of fact, the disciplinary sanction(s) (if applicable), the rationale for the decision and sanction, and information about the appeal process.

If the Title IX Coordinator finds that harassment or sexual misconduct occurred, the Respondent will be subject to appropriate sanctions (described below). The Complainant will be informed of the sanctions imposed upon the Respondent related to the Complainant and/or alleged sexual misconduct.

The Complainant may request and the Title IX Coordinator will independently evaluate whether any interim measures (described in Section X above) previously imposed should be extended and/or whether new or additional measures should be imposed in order to ensure the Complainant's continued safety, security, and participation in an environment free from discrimination and harassment. To the extent applicable, the Title IX Coordinator will also consider appropriate additional remedies for the CRCDS community, which the Title IX Coordinator will recommend to the President for consideration and potential implementation in a manner that will protect the confidentiality of the Complainant's identity.

If the Title IX Coordinator determines that no sexual harassment or sexual misconduct has occurred, the Title IX Coordinator will also meet with the Complainant and Respondent to provide ongoing support, as needed.

#### d. Sanctions

Respondents found to have engaged in sexual misconduct or behavior constituting sexual harassment will be disciplined up to and including discharge, removal or expulsion from CRCDS. In addressing incidents of sexual harassment, CRCDS' response at a minimum will include reprimanding the offender and preparing a written record. Additional action may include: referral to counseling, clinical supervision by a licensed psychotherapist to reflect on one's ministry, withholding of a promotion, reassignment, temporary suspension without pay, reduction in duties, discharge or removal or expulsion from CRCDS.

## 2. Informal Process

Informal resolution includes a mediation between the parties facilitated by the Title IX Coordinator. In most instances, the informal process will not be utilized if physical contact is involved in the complaint. In all instances, mediation will not be utilized when allegations of sexual violence are made.

In the event that informal resolution is not achieved, either the Complainant or Respondent may request that the complaint proceed to formal resolution.

Sanctions, other than oral admonitions and written administrative warnings, may be appealed using the appeal procedures discussed below.

### C. Grounds for Appeal

The parties have equal opportunity to appeal the determination. Requests for appeals of decisions must be made in writing to the Vice President for Academic Affairs on or before a date, specified in the notice of outcome, which shall be no later than five (5) calendar days after the parties' receipt of the written notice of outcome.

Angela D. Sims, President  
320 N. Goodman Street, Suite 207  
Rochester, NY 14607  
585-340-9688  
[asims@crcds.edu](mailto:asims@crcds.edu)

Acceptable grounds for an appeal are limited to:

- the sanctions imposed are substantially disproportionate to the violation found to have been committed; and/or
- procedural error(s) that could significantly impact the outcome of a case.

Previously unavailable relevant information that could significantly impact the outcome of the determination must be brought to the attention of the Title IX Coordinator, who will reconvene the Response Team to determine whether the information would have affected the outcome.

If the Title IX Coordinator determines it appropriate, interim suspensions or conditions may be kept in place and/or imposed during the time of an appeal or until the time to appeal has passed.

Upon receipt of a request for an appeal, the Vice President for Academic Affairs will convene an appeals panel consisting of the Vice President for Academic Affairs and a member of the Title IX Team who did not serve on the Response Team for the appealed matter. The appeals panel is charged with determining whether the appeal will be accepted based upon the two criteria set forth above. The panel will then initiate one of the following actions:

- Reject the request for appeal due to insufficient reason(s).
- Analyze the materials related to the appeal and render a decision.

In the event that an appeal is accepted, the non-appealing party will be permitted to read the appeal and invited to submit a response within forty-eight (48) hours. (If both parties appeal, both parties will be given the opportunity to read and respond to the appeal within forty-eight (48) hours.)

After considering the information submitted in support of and in opposition to the appeal, if any, the panel will take one of the following actions:

- (1) deny the appeal thereby affirming the decision of the Response Team and Title IX Coordinator;
- (2) remand the complaint to the original Response Team for further consideration on the grounds that there was a procedural irregularity that could be corrected in a review;
- (3) direct the complaint to a new Response Team due to an extraordinary case where, in the opinion of the panel, the matter would be best addressed by a newly-constituted Team; or
- (4) remand the matter to the Title IX Coordinator with a recommendation that the sanction(s) be modified, together with an explanation of why the original sanction(s) is deemed inappropriate.

When the panel takes action pursuant to section (1) above, the Vice President for Academic Affairs will issue simultaneous written notice of the outcome of the appeal to each party (copying the Title IX Coordinator), including the rationale for the decision.

When the panel takes an action specified in (2), (3) or (4) above, the Vice President for Academic Affairs will provide the Title IX Coordinator written notice of the panel's decision, including the rationale for the decision. The Title IX Coordinator will then provide the parties written notice of the next steps in the process and/or of any sanction(s) modified pursuant to (4) above.

Decisions made during the appeal process are final, and there is no right to appeal from a decision made after remand of a matter related to (2) or (4) above.

In the case where option (3) is determined, a new investigation team will be formed and the investigation process will begin in consultation with the Title IX Coordinator.

The record of the appeal will consist of the letter of appeal, any written statements from the parties, and any written notices related to action on and/or outcome of the appeal. This record will be kept with the written record of the original decision.

## **Section XII. Transcript Notations and Record Retention**

#### A. Transcript Notations

New York law requires CRCDS to make specific notations on the transcripts of Respondents found responsible for the following conduct prohibited by this Policy: sexual assault, dating violence, domestic violence, and stalking.

- Students suspended after a finding of responsibility for any of the above prohibited conduct will receive the following notation on their transcript: “suspended after a finding of responsibility for a code of conduct violation.” Such notations will remain for at least one year after the conclusion of the suspension, at which point a suspended student can seek removal of the notation by appealing to the Title IX Coordinator, who will consult with the Vice President for Academic Affairs to determine the appeal.
- Students expelled after a finding of responsibility for any of the above prohibited conduct will receive the following notation on their transcript: “expelled after a finding of responsibility for a code of conduct violation.” Such notation shall not be eligible for removal.
- Students who withdraw pending resolution of alleged violations of this Policy will receive the following notation on their transcript: “withdrew with conduct charges pending.” Such notation shall not be eligible for removal unless the charges are later resolved.
- If CRCDS vacates a finding of responsibility for any reason, any such transcript notation shall be removed.

#### B. Records

CRCDS shall maintain any written records related to each complaint in a confidential manner to the extent practicable and appropriate in the Office of the President.

The files for sexual misconduct cases will include: the written complaint, notices sent to the parties, documentation regarding no contact orders and other interim measures, Final Investigation Report, and appeal materials, if any. These files will be maintained for seven (7) years after a reported incident.

## **Section XIII. Policy/Title IX Inquiries and External Title IX Complaints**

Inquiries concerning Title IX and this Policy may be directed to:

Title IX Coordinator

Rev. Paula B. Blue

Vice President for Institutional Effectiveness/Chief Operating Officer

Phone: (585) 340 – 9648

Email: [pblue@crcds.edu](mailto:pblue@crcds.edu)

Any member of the Title IX Team:

Meg Donovan

Staff Accountant

Phone: (585) 340 – 9637

Email: [mdonovan@crcds.edu](mailto:mdonovan@crcds.edu)

Inquiries or complaints concerning Title IX may be directed to the U.S. Department of Education’s Office for Civil Rights:

U. S. Department of Education, Office for Civil Rights

New York Office

32 Old Slip, 26th Floor

New York, New York 10005-2500

Phone: 646.428.3800

Fax: 646.428.3843  
Email: OCR.NewYork@ed.gov

OCR National Headquarters  
U. S. Department of Education  
Office of Civil Rights, Customer Service Team  
Mary E. Switzer Building  
330 C. Street, S. W.  
Washington, D. C. 20202  
Tel: 800.421.3481  
Fax: 202.205.9862

Inquiries involving employees may also be referred to:

New York State Division of Human Rights  
One Monroe Square  
259 Monroe Avenue, Suite 308  
Rochester, New York 14607  
Phone: 585.238.8250  
Email: InfoRochester@dhr.ny.gov

New York State Division of Human Rights  
Office of Sexual Harassment  
55 Hanson Place, Suite 347  
Brooklyn, New York 11217  
Phone: 718.722.2060 or 1.800.427.2773  
Fax: 718.722.4525

U.S. Equal Employment Opportunity Commission  
National Headquarters  
131 Main Street NE Fourth Floor Suite 4NW02F  
Washington, D.C. 20507  
Phone: 202.663.4900  
Fax: 202.663.4912

U.S. Equal Employment Opportunity Commission  
New York District Office  
33 Whitehall Street, 5th Floor  
New York, New York 10004  
Phone: 1.800.669.4000  
Fax: 212.336.3790  
TTY: 1.800.669.6820

U.S. Equal Employment Opportunity Commission  
Buffalo Local Office  
6 Fountain Plaza, Suite 350  
Buffalo, New York 14202  
Phone: 1.800.669.4000  
Fax: 716.551.4387  
TTY: 1.800.669.6820

## **APPENDIX A**

## NEW YORK CRIME DEFINITIONS

The Violence Against Women Act (VAWA) and its proposed regulations require the inclusion of certain New York State definitions in a campus's Annual Security Report and also require that those definitions be provided in campaigns, orientations, programs and trainings for employees and students. Definitions required include: consent; dating violence; domestic violence; sexual assault; and stalking.

**CONSENT:** Lack of consent results from: forcible compulsion; or incapacity to consent; or where the offense charged is sexual abuse or forcible touching, any circumstances, in addition to forcible compulsion or incapacity to consent, in which the victim does not expressly or impliedly acquiesce in the actor's conduct. Where the offense charged is rape in the third degree, a criminal sexual act in the third degree, or forcible compulsion in circumstances under which, at the time of the act of intercourse, oral sexual conduct or anal sexual conduct, the victim clearly expressed that he or she did not consent to engage in such act, and a reasonable person in the actor's situation would have understood such person's words and acts as an expression of lack of consent to such act under all the circumstances. A person is incapable of consent when he or she is: less than 17 years old; or mentally disabled; or mentally incapacitated; or physically helpless; or committed to the care and custody of the state department of correctional services, a hospital, the office of children and family services and is in residential care, or the other person is a resident or inpatient of a residential facility operated by the office of mental health, the office for people with development disabilities, or the office of alcoholism and substance abuse services, and the actor is an employee, not married to such person, who knows or reasonably should know that such person is committed to the care and custody of such department or hospital.

- **CONSENT, ABBREVIATED:** Clear, unambiguous, and voluntary agreement between the participating to engage in specific sexual activity.

**DATING VIOLENCE:** New York State does not specifically define "dating violence." However, under New York Law, intimate relationships are covered by the definition of domestic violence when the act constitutes a crime listed elsewhere in this document and is committed by a person in an "intimate relationship" with the victim. See "Family or Household Member" for definition of "intimate relationship."

**DOMESTIC VIOLENCE:** An act which would constitute a violation of the penal law, including, but not limited to acts constituting disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, kidnapping, assault, attempted murder, criminal obstruction or breaching or blood circulation, or strangulation; and such acts have created a substantial risk of physical or emotional harm to a person or a person's child. Such acts are alleged to have been committed by a family member. The victim can be anyone over the age of sixteen, any married person or any parent accompanied by his or her minor child or children in situations in which such person or such person's child is a victim of the act.

**FAMILY OR HOUSEHOLD MEMBER:** Person's related by consanguinity or affinity; Persons legally married to one another; Person formerly married to one another regardless of whether they still reside in the same household; Persons who have a child in common regardless of whether such persons are married or have lived together at any time; Unrelated persons who are continually or at regular intervals living in the same household or who have in the past continually or at regular intervals lived in the same household; Persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time. Factors that may be considered in determining whether a relationship is an "intimate relationship" include, but are not limited to: the nature or type of relationship regardless of whether the relationship is sexual in nature; the frequency of interaction between the persons; and the duration of the relationship. Neither a casual acquaintance nor ordinary fraternization between two individuals in business or social contexts shall be deemed to constitute an "intimate relationship." Any other category of individuals deemed to be a victim of domestic violence as defined by the office of children and family services in regulation. Intimate relationship status shall be applied

to teens, lesbian/gay/bisexual/transgender, and elderly individuals, current and formerly married and/or dating heterosexual individuals who were, or are in an intimate relationship.

- PARENT: means natural or adoptive parent or any individual lawfully charged with a minor child's care or custody.

SEXUAL ASSAULT: New York State does not specifically define sexual assault. However, according to the Federal Regulations, sexual assault includes offenses that meet the definitions of rape, fondling, incest, or statutory rape as used in the FBI's UCR program.

SEX OFFENSES; LACK OF CONSENT: Whether or not specifically stated, it is an element of every offense defined in this article that the sexual act was committed without consent of the victim.

SEXUAL MISCONDUCT: When a person (1) engages in sexual intercourse with another person without such person's consent; or (2) engages in oral sexual conduct or anal sexual conduct without such person's consent; or (3) engages in sexual conduct with an animal or a dead human body.

#### RAPE

- RAPE IN THE THIRD DEGREE: When a person (1) engages in sexual intercourse with another person who is incapable of consent by reason of some factor other than being less than 17 years old; (2) Being 21 years old or more, engages in sexual intercourse with another person less than 17 years old; or (3) engages in sexual intercourse with another person without such person's consent where such lack of consent is by reason of some factor other than incapacity to consent.
- RAPE IN THE SECOND DEGREE: When a person (1) being 18 years old or more, engages in sexual intercourse with another person less than 15 years old; or (2) engages in sexual intercourse with another person who is incapable of consent by reason of being mentally disabled or mentally incapacitated. It is an affirmative defense to the crime of rape in the second degree the defendant was less than four years older than the victim at the time of the act.
- RAPE IN THE FIRST DEGREE: When a person engages in sexual intercourse with another person (1) by forcible compulsion; or (2) Who is incapable of consent by reason of being physically helpless; or (3) who is less than 11 years old; or (4) who is less than 13 years old and the actor is 18 years old or more.

#### STALKING

- STALKING IN THE FOURTH DEGREE: When a person intentionally, and for not legitimate purpose, engages in a course of conduct directed at a specific person, and knows or reasonably should know that such conduct (1) is likely to cause reasonable fear of material harm to the physical health, safety or property of such person, a member of such person's immediate family or a third party with whom such person is acquainted; or (2) causes material harm to the mental or emotional health of such person, where such conduct consists of following, telephoning or initiating communication or contact with such person, a member of such person's immediate family or a third party with whom such person is acquainted, and the actor was previously clearly informed to cease that conduct; or (3) is likely to cause such person to reasonably fear that his or her employment, business or career is threatened, where such conduct consists of appearing, telephoning or initiating communication or contact at such person's place of employment or business, and the actor was previously clearly informed to cease that conduct.
- STALKING IN THE THIRD DEGREE: When a person (1) Commits the crime of stalking in the fourth degree against any person in three or more separate transactions, for which the actor has not been previously convicted; or (2) commits the crime of stalking in the fourth degree against any person, and has previously been convicted, within the preceding ten years of a specified predicate crime and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or (3) with an intent to harass, annoy or alarm a specific person, intentionally engages in a course of conduct directed at such person which is likely to cause such person to reasonably fear physical injury or serious physical injury, the commission of a sex offense against, or the kidnapping, unlawful imprisonment or death of such person or a member of such person's immediate family; or (4) commits the crime or stalking in the fourth degree and has previously been convicted within the preceding ten years of stalking in the fourth degree.



- **STALKING IN THE SECOND DEGREE:** When a person: (1) Commits the crime of stalking in the third degree and in the course of and furtherance of the commission of such offense: (a) displays, or possesses and threatens the use of, a firearm, pistol, revolver, rifle, sword, billy, blackjack, bludgeon, plastic knuckles, metal knuckles, chuka stick, sand bag, sandclub, slingshot, slungshot, shirken, “Kung Fu Star,” dagger, dangerous knife, dirk, razor, stiletto, imitation pistol, dangerous instrument, deadly instrument or deadly weapons; or (b) displays what appears to be a pistol, revolver, rifle, shotgun, machine gun or other firearm; or (2) commits the crime of stalking in the third against any person, and has previously been convicted, within the preceding five years, of a specified predicate crime, and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or (3) commits the crime of stalking in the fourth degree and has previously been convicted of stalking in the third degree; or (4) being 21 years of age or older, repeatedly follows a person under the age of fourteen or engages in a course of conduct or repeatedly commits acts over a period of time intentionally placing or attempting to place such person who is under the age of fourteen in reasonable fear of physical injury, serious physical injury or death; or (5) commits the crime of stalking in the third degree, against ten or more persons, in ten or more separate transactions, for which the actor has not been previously convicted.
- **STALKING IN THE FIRST DEGREE:** When a person commits the crime of stalking in the third degree or stalking in the second degree and, in the course and furtherance thereof, he or she intentionally or recklessly causes physical injury to the victim of such crime.

#### CRIMINAL SEXUAL ACT

- **CRIMINAL SEXUAL ACT IN THE THIRD DEGREE:** When a person engages in oral or anal sexual conduct (1) with a person who is incapable of consent by reason of some factor other than being less than 17 years old; (2) being 21 years old or more, with a person less than 17 years old; (3) with another person without such persons consent where such lack of consent is by reason of some factor other than incapacity to consent.
- **CRIMINAL SEXUAL ACT IN THE SECOND DEGREE:** When a person engages in oral or anal sexual conduct with another person (1) and is 18 years or more and the other person is less than 15 years old; or (2) who is incapable of consent by reason of being mentally disabled or mentally incapacitated. It is an affirmative defense that the defendant was less than four years older than the victim at the time of the act.
- **CRIMINAL SEXUAL ACT IN THE FIRST DEGREE:** When a person engages in oral or anal sexual conduct with another person (1) by forcible compulsion; (2) who is incapable of consent by reason of being physically helpless; (3) who is less than 11 years old; or (4) who is less than 13 years old and the actor is 18 years old or more.

**FORCIBLE TOUCHING:** When a person intentionally, and for no legitimate purpose, forcibly touches the sexual or other intimate parts of another person for the purpose of degrading or abusing such person; or for the purpose of gratifying the actor’s sexual desire. It includes squeezing, grabbing, or pinching.

#### SEXUAL ABUSE

- **PERSISTENT SEXUAL ABUSE:** When a person commits a crime of forcible touching, or second or third degree sexual abuse within the previous ten year period, has been convicted two or more times, in separate criminal transactions for which a sentence was imposed on separate occasions of one of one of the above mentioned crimes or any offense defined in this article, of which the commission or attempted commissions thereof is a felony.
- **SEXUAL ABUSE IN THE THIRD DEGREE:** When a person subjects another person to sexual contact without the latter’s consent. For any prosecution under this section, it is an affirmative defense that (1) such other person’s lack of consent was due solely to incapacity to consent by reason of being less than 17 years old; and (2) such other person was more than 14 years old and (3) the defendant was less than five years older than such other person.
- **SEXUAL ABUSE IN THE SECOND DEGREE:** When a person subjects another person to sexual contact and when such other person is (1) incapable of consent by reason of some factor other than being less than 17 years old; or (2) less than 14 years old.

- **SEXUAL ABUSE IN THE FIRST DEGREE:** When a person subjects another person to sexual contact (1) by forcible compulsion; (2) when the other person is incapable of consent by reason of being physically helpless; or (3) when the other person is less than 11 years old; or (4) when the other person is less than 13 years old.

#### AGGRAVATED SEXUAL ABUSE

- **AGGRAVATED SEXUAL ABUSE:** For the purposes of this section, conduct performed for a valid medical purpose does not violate the provisions of this section.
- **AGGRAVATED SEXUAL ABUSE IN THE FOURTH DEGREE:** When a person inserts a (1) foreign object in the vagina, urethra, penis or rectum of another person and the other person is incapable of consent by reason of some factor other than being less than 17 years old; or (2) finger in the vagina, urethra, penis, rectum or anus of another person causing physical injury to such person and such person is incapable of consent by reason of some factor other than being less than 17 years old.
- **AGGRAVATED SEXUAL ABUSE IN THE THIRD DEGREE:** When a person inserts a foreign object in the vagina, urethra, penis, rectum or anus of another person (1)(a) by forcible compulsion; (b) when the other person is incapable of consent by reason of being physically helpless; or (c) when the other person is less than 11 years old; or (2) causing physical injury to such person and such person is incapable of consent by reason of being mentally disabled or mentally incapacitated.
- **AGGRAVATED SEXUAL ABUSE IN THE SECOND DEGREE:** When a person inserts a finger in the vagina, urethra, penis, rectum or anus of another person causing physical injury to such person by (1) forcible compulsion; or (2) when the other person is incapable of consent by reason of being physically helpless; or (3) when the other person is less than 11 years old.
- **AGGRAVATED SEXUAL ABUSE IN THE FIRST DEGREE:** When a person subjects another person to sexual contact: (1) By forcible compulsion; or (2) when the other person is incapable of consent by reason of being physically helpless; or (3) when the other person is less than eleven years old; or (4) when the other person is less than thirteen years old and the actor is twenty-one years old or older.

#### COURSE OF SEXUAL CONDUCT AGAINST A CHILD

- **COURSE OF SEXUAL CONDUCT AGAINST A CHILD IN THE SECOND DEGREE:** When over a period of time, not less than three months, a person: (1) Engages in two or more acts of sexual conduct with a child less than 11 years old; or (2) being 18 years old or more engages in two or more acts of sexual conduct with a child less than 13 years old. A person may not be subsequently prosecuted for any other sexual offense involving the same victim unless the other charges offense occurred outside of the time period charged under this section.
- **COURSE OF SEXUAL CONDUCT AGAINST A CHILD IN THE FIRST DEGREE:** When a person over a period of time, not less than three months in duration, a person: (1) Engages in two or more acts of sexual conduct, or aggravated sexual contact with a child less than 11 years old; or (2) being 18 years old or more engages in two or more acts of sexual conduct which includes at least one act of sexual intercourse, oral sexual conduct, anal sexual conduct, or aggravated sexual contact with a child less than 13 years old.

**FACILITATING A SEX OFFENSE WITH A CONTROLLED SUBSTANCE:** A person is guilty of facilitating a sex offense with a controlled substance when he or she: (1) knowingly and unlawfully possesses a controlled substance or any preparation, compound, mixture or substance that requires a prescription to obtain and administers such substance or preparation, compound, mixture or substance that requires a prescription to obtain to another person without such person's consent and with intent to commit against such person conduct constituting a felony defined in this article; and (2) commits or attempts to commit such conduct constituting a felony defined in this article.

#### INCEST

- **INCEST IN THE THIRD DEGREE:** A person is guilty of incest in the third degree when he or she marries or engages in sexual intercourse, oral sexual conduct or anal sexual conduct with a person whom he or she knows to be related to him or her, whether through marriage or not, as an ancestor, descendant, brother or sister of either the whole or the half blood, uncle, aunt, nephew or niece.

- **INCEST IN THE SECOND DEGREE:** A person is guilty of incest in the second degree when he or she commits the crime of rape in the second degree, or criminal sexual act in the second degree, against a person whom he or she knows to be related to him or her, whether through marriage or not, as an ancestor, descendant, brother or sister of either the whole or the half blood, uncle, aunt, nephew or niece.
- **INCEST IN THE FIRST DEGREE:** A person is guilty of incest in the first degree when he or she commits the crime of rape in the first degree, or criminal sexual act in the first degree, against a person whom he or she knows to be related to him or her, whether through marriage or not, as an ancestor, descendant, brother or sister of either the whole or half blood, uncle, aunt, nephew or niece.

## SOURCES

This Policy is based on and was adapted from several sources:

- The Campus Sexual Violence Elimination Act of 2013 (Campus SaVE Act, 2013 VAWA Reauthorization Act)
- Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act
- Title IX of the Education Amendments of 1972, 20 U.S.C. §1681, et seq.
- Violence Against Women Act (VAWA)
- Implementation by Colleges and Universities of Sexual Assault, Dating Violence, Domestic Violence, and Stalking Prevention and Response Policies and Procedures, New York Education Law Article 129-B (enacted July 7, 2015)
- Occidental College Sexual Misconduct Policy <http://www.oxy.edu/sexual-assault-resources-support/policies-procedures>
- Policy and Programming Changes Pursuant to the Campus SaVE Provisions of the Violence Against Women Act, Office of General Counsel, State University of New York, January 2015 (updated from July 2014)
- Swarthmore College Sexual Assault and Harassment Policy <http://www.swarthmore.edu/sexual-assault-and-harassment-resources/swarthmore-college-sexual-assault-and-harassment-policy>
- United States Department of Education Office for Civil Rights, Dear Colleague Letter on Title IX Coordinators (April 24, 2015) <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201504-title-ix-coordinators.pdf>
- United States Department of Education Office for Civil Rights, Questions and Answers on Title IX and Sexual Violence (April 29, 2014) <http://www2.ed.gov/about/offices/list/ocr/docs/qa-201404-title-ix.pdf>
- United States Department of Education Office for Civil Rights April 4, 2011 Dear Colleague Letter <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201104.pdf>
- Not Alone: The First Report of the White House Task Force to Protect Students From Sexual Assault (April 2014) [http://www.whitehouse.gov/sites/default/files/docs/report\\_0.pdf](http://www.whitehouse.gov/sites/default/files/docs/report_0.pdf)
- Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties Title IX (January 19, 2001) <http://www2.ed.gov/about/offices/list/ocr/docs/shguide.html>

*Revised June 2022*

# TITLE IX POLICY

## I. NOTICE OF NON-DISCRIMINATION

CRCDS prohibits discrimination on the basis of age, ancestry, citizenship, color, disability, domestic violence victim status, ethnicity, gender identity or expression, genetic information, marital status, military status, national origin, race, religion/creed, sex, sexual orientation, and veteran status and any other status protected by law, in connection with admissions, employment, and all services in the educational programs or activities the School operates and offers.

## II. STATEMENT OF POLICY AGAINST TITLE IX SEX DISCRIMINATION<sup>[1]</sup> AND RETALIATION

In compliance with Title IX, a federal law, CRCDS does not discriminate on the basis of sex in the education programs or activities that it operates. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*) and its implementing regulations (34 C.F.R. Part 106) prohibit discrimination on the basis of sex in education programs and activities. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Education Program or Activity receiving Federal financial assistance. Title IX requires that colleges and universities maintain an environment free from Title IX Sex Discrimination for all faculty, staff, and students. Under Title IX, discrimination on the basis of sex is Title IX Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking. Title IX also prohibits Retaliation.

Title IX Sexual Harassment is also prohibited by Title VII of the Civil Rights Act of 1964 and by the New York State Human Rights Law.

Inquiries about this Policy and/or the application of Title IX and its regulations may be referred to:

Title IX Coordinator	Paula Blue	Deputy Title IX Coordinator	Deborah Rogers
Office Address:	320 N. Goodman Street, Suite 207 Rochester, NY 14607	Office Address:	320 N. Goodman Street, Suite 207 Rochester, NY 14607
Email:	<a href="mailto:pblue@crcds.edu">pblue@crcds.edu</a>	Email:	<a href="mailto:drogers@crcds.edu">drogers@crcds.edu</a>
Telephone Number:	585-340-9648	Telephone Number:	585-340-9589
Title IX Web page:	<a href="https://www.crcds.edu/crcds/wp-content/uploads/CRCDS-TIX-2020.pdf">https://www.crcds.edu/crcds/wp-content/uploads/CRCDS-TIX-2020.pdf</a>		

Inquiries about the application of Title IX and its regulations may be referred to:

Assistant Secretary for Civil Rights  
U.S. Department of Education, Office for Civil Rights  
[ocr@ed.gov](mailto:ocr@ed.gov)  
1-800-421-3481

### III. SCOPE OF THIS POLICY

This Policy on Title IX Sex Discrimination (Policy) applies to all Employees (faculty, staff, all other employees) and students. This Policy only addresses Title IX Sex Discrimination (Discrimination), as defined in this Policy. All other protected status allegations (including non-Title IX sex discrimination and non-Title IX sexual harassment) are addressed in other CRCDS policies, including other applicable discrimination policies and procedures, such as the Student Rights & Responsibilities, Faculty Handbook, and Employee Handbook.

Title IX Sex Discrimination is defined as conduct:

- (1) On the basis of sex,
- (2) That occurs within CRCDS' Education Program or Activity,
- (3) Within the United States, and
- (4) Involves
  - a. CRCDS Employee conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct;
  - b. unwelcome conduct that is determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to CRCDS' Education Program or Activity;
  - c. Sexual Assault;
  - d. Dating Violence;
  - e. Domestic Violence; or
  - f. Stalking.

All allegations of Title IX Sex Discrimination will be addressed according to this Policy. CRCDS may take action against third Parties who engage in conduct prohibited by this Policy in connection with a CRCDS Education Program or Activity. In such circumstances, CRCDS will determine whether to apply this Policy or another policy or procedure.

This Policy applies when any Employee of the College is alleged to have engaged in Title IX Sex Discrimination as defined by this Policy. To the extent this Policy is inconsistent with any provisions of any faculty or Employee handbook, policy or procedure, because this Policy on Title IX Sex Discrimination is mandated by federal law, this Policy shall prevail. Federal law requires CRCDS to use the same Standard of Evidence in all matters alleging Title IX Sex Discrimination, which, therefore, fall within this Policy. CRCDS has no discretion to do otherwise.

All Employees who have experienced Title IX Sex Discrimination, who have provided a Report alleging Title IX Sex Discrimination, or have been alleged to have engaged in Title IX Sex Discrimination can seek confidential assistance through the Employee Assistance Program:

Visit [mutualofomaha.com/eap](http://mutualofomaha.com/eap) or call 800-316-2796.

### IV. DEFINED TERMS

This Policy uses many defined terms, indicated by the capitalization of the first letter(s) in the term. All defined terms are included in a Glossary at the end of the Policy. The definitions in the Glossary are important to a complete understanding of this Policy.

## **V. RESPONSIBILITIES OF THE TITLE IX COORDINATOR AND DEPUTY TITLE IX COORDINATOR**

The Title IX Coordinator coordinates CRCDS' efforts to comply with Title IX, including overseeing this Policy and the publication and dissemination of information required by Title IX. The Title IX Coordinator's responsibilities include: (1) receiving and responding to Reports of conduct that may constitute a violation of this Policy; (2) coordinating the effective implementation of Supportive Measures; (3) designating Investigators, Facilitators, and Decision-makers to act pursuant to the Grievance Process; (4) ensuring that the technology needed to conduct and record hearings is available; (5) implementing effectively any Remedies or discipline imposed by a Decision-maker upon a finding of a violation of this Policy; and, (6) complying with the record-keeping requirements of this Policy.

The Deputy Title IX Coordinator supports the Title IX Coordinator in fulfilling their role and responsibilities and may serve as the Title IX Coordinator's designee to carry out any response, action, initiative, project or other responsibility outlined in this Policy. **An individual requiring emergency support or response should contact the Campus Security Coordinator at 585-397-0316 or another appropriate Emergency Support Resource detailed in Section VIII below.**

## **VI. OPPORTUNITIES FOR REVIEW OR APPEAL**

This Policy provides individuals with opportunities to seek review of or appeal from a decision of CRCDS. Information regarding review of an Emergency Removal can be found in Section IX(E). Information regarding appealing the dismissal of a Formal Complaint can be found in Section IX(B)(b), IX(B)(c), and X(J)(2). Finally, information related to appealing a Written Determination can be found in Section XI.

## **VII. REQUEST TO REMOVE TITLE IX COORDINATOR, AN INVESTIGATOR OR HEARING BOARD MEMBER**

Parties have the right to request that someone other than the Title IX Coordinator oversee the Grievance Process or that the Title IX Coordinator remove an Investigator or member of the Hearing Board. Such requests must be based on reasonable and articulated grounds of bias, conflict of interest or an inability to be fair and Request to

### **(A) Remove the Title IX Coordinator**

A request to remove the Title IX Coordinator should be submitted in writing to the person to whom the Title IX Coordinator reports, which is Dr. Angela Sims, and as soon as a Party becomes aware of any such grounds for removal. Dr. Sims will determine whether to delegate the Title IX Coordinator duties to someone else.

### **(B) Challenge to an Investigator**

A challenge to an Investigator must be raised in writing within two (2) Business Days of receipt of the Notice of Investigation. The Title IX Coordinator will determine whether to remove the Investigator. If the Investigator is not removed, the Title IX Coordinator will notify the requesting Party of the decision. If an Investigator is removed and replaced, the Title IX Coordinator will send written notification to the Parties of the name of the new Investigator.

### **(C) Request to Remove a Hearing Board Member**

A challenge to a member of the Hearing Board must be raised in writing within two (2) Business Days of receipt of the Notice of Live Hearing. The Title IX Coordinator will determine whether to remove the Hearing Board member. If the Hearing Board member is not removed, the Title IX Coordinator will notify the requesting Party

of the decision. If a Hearing Board member is removed and replaced, the Title IX Coordinator will send written notification to the Parties of the name of the new Hearing Board member.

## **VIII. REPORTING POTENTIAL VIOLATIONS OF THIS POLICY, INCLUDING FORMAL COMPLAINTS**

CRCDS strongly encourages anyone who has information about a potential violation of this Policy, including Retaliation, to report to the Title Coordinator or another Campus Official. Any person may make a Report of a potential violation to the Title IX Coordinator in person, by mail, by telephone or by electronic mail. Reports by mail, telephone or electronic mail made be made at any time, including outside of regular business hours.

A Report does not constitute a Formal Complaint. Members of CRCDS' community can find a Formal Complaint form on the School's Title IX webpage. A completed Formal Complaint with an individual's physical or electronic signature can be submitted to the Title IX Coordinator through the web or by electronic mail or mail. An individual can also prepare a document with the required contents of a Formal Complaint and submit it to the Title IX Coordinator through electronic mail, mail or an in-person meeting. Finally, an individual may speak with the Title IX Coordinator prior to submitting a Formal Complaint, and the Title IX Coordinator can assist in filling out a Formal Complaint with the understanding that the Formal Complaint cannot be accepted without the Complainant's signature.

Any Campus Official who receives information or who otherwise has information about a potential violation of this Policy is required to share the information received, in full, with the Title IX Coordinator.

The health and safety of every student at CRCDS is of utmost importance. CRCDS recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, stalking, or sexual assault occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. CRCDS strongly encourages students to report domestic violence, dating violence, stalking, or sexual assault to institution officials. A bystander acting in good faith or a reporting individual acting in good faith that discloses any incident of domestic violence, dating violence, stalking, or sexual assault to CRCDS officials or law enforcement will not be subject to CRCDS' code of conduct action for violations of alcohol and/or drug use policies occurring at or near the time of the commission of the domestic violence, dating violence, stalking, or sexual assault.

### On-Campus Reporting:

For on-campus reporting, please contact the Title IX Coordinator at 585-340-9648 or [pblue@crcds.edu](mailto:pblue@crcds.edu). If the Title IX Coordinator is not available, please contact the Deputy Title IX Coordinator at 585-340-9589 or [drogers@crcds.edu](mailto:drogers@crcds.edu).

### Off-Campus Reporting:

Please call 911 in the event of a health and safety emergency.

For off-campus reporting, more information, or personal support, please contact one of the resources listed below.

- Rochester Police Department | Domestic Violence: <https://www.cityofrochester.gov/domesticviolence/>
- National Domestic Violence Hotline: <https://www.thehotline.org>
- Rochester Sexual Assault Resources: <https://211lifeline.org/categories.php?cat=SexAssaultCounsel>
- National Sexual Assault Hotline: <https://www.rainn.org/get-help>

## IX. RESPONSE TO POTENTIAL VIOLATIONS OF THIS POLICY

When the Title IX Coordinator or a Campus Official receives a Report, CRCDS will respond by: (A) equitably offering Supportive Measures to the Complainant and Respondent, whether or not a Formal Complaint is filed; and (B) refraining from imposing upon Respondent disciplinary sanctions or other actions that are not Supportive Measures unless and until the Respondent is found responsible for a violation of this Policy through a completed Grievance Process. Notwithstanding the foregoing, CRCDS may impose an Emergency Removal or Administrative Leave as provided in Sections IX(E) and IX(F) below.

### (A) First Steps

#### (1) Purpose

When the Title IX Coordinator receives a Report of alleged Title IX Sex Discrimination or a Formal Complaint alleging Title IX Sex Discrimination, the Title IX Coordinator will seek to gather additional information regarding the alleged Title IX Sex Discrimination, to evaluate any risk of harm to individuals or to the campus community, and to address the immediate physical safety and emotional well-being of the Complainant.

#### (2) Evaluating Risk of Harm

The Title IX Coordinator will take necessary action to address any risk of harm identified by the Title IX Coordinator, including implementation of Supportive Measures for either or both Parties, as appropriate, and actions designed to protect the larger campus community. Supportive Measures are described in Section IX(D). Any decision to remove a Respondent from campus pending the Grievance Process will follow the process discussed in the Emergency Removal section of this Policy (Section IX(E)). At the Title IX Coordinator's discretion, one or more other Campus Officials may also be included in the initial assessment or in evaluating information gathered in the initial assessment.

#### (3) Notifications<sup>[2]</sup>

During this discussion, the Title IX Coordinator will provide the following information:

- notify the Complainant of the right to contact law enforcement (or not) and seek medical treatment;
- notify the Complainant of the importance of preservation of evidence;
- provide the Complainant with information about on- and off-campus resources;
- notify the Complainant that the institution can provide assistance in initiating legal proceedings in family court or civil court;
- notify the Complainant of the range of Supportive Measures available with or without filing a Formal Complaint;
- provide the Complainant with an explanation of the procedural options; and
- explain the College's policy prohibiting retaliation.



## (B) Determination of Next Step

After assessing the information gathered, the Title IX Coordinator will take one of the following steps regarding the Grievance Process:

### (a) Initiate Grievance Process

- If the Title IX Coordinator determines that the alleged misconduct falls within this Policy and a Formal Complaint has already been submitted, the Title IX Coordinator will proceed with one of the options described in Section X(F) below.
- If a Formal Complaint has not yet been submitted, the Title IX Coordinator will advise the Complainant that a Formal Complaint is required to initiate an investigation. The Title IX Coordinator will provide the Complainant a Formal Complaint form (or link to a website where one can obtain and submit a Formal Complaint through the web, by email or by mail) for the Complainant's completion and signature. Once a signed Formal Complaint is submitted, the Title IX Coordinator will proceed with one of the options described in Section X(F) below.
- The Title IX Coordinator may initiate the Grievance Process without a Formal Complaint signed by the Complainant under the circumstances described in Section IX(C) below and under any other circumstances that, in the Title IX Coordinator's discretion, require the institution to investigate the allegations underlying a Report.

### (b) Dismiss Formal Complaint

A Notice of Dismissal will be issued to the Complainant if a Formal Complaint has been submitted but the Title IX Coordinator determines the alleged misconduct does not fall within this Policy because: the Complainant is not participating in or attempting to participate in a CRCDS Education Program or Activity; the conduct did not occur within CRCDS' Education Program or Activity; the conduct did not occur within the United States; or the Respondent is no longer enrolled or employed by CRCDS. The Notice of Dismissal, which will be issued to the Complainant within (3) Business Days of the Title IX Coordinator's determination, will include the reasons for the dismissal. The Complainant has the right to Appeal from dismissal of a Formal Complaint on any of the following grounds:

- Procedural Irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding dismissal was made, that could affect the outcome of the matter; and/or,
- Conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter

Appeals from a Notice of Dismissal must be submitted in writing to Deborah Rogers, Vice President for Academic Affairs, within (3) of business days from delivery of the Notice of Dismissal and in the method described in the Notice of Dismissal.

### (c) Refer for Action Pursuant to Different CRCDS Policy

With or without a Formal Complaint, when the Title IX Assessment concludes with a determination that the alleged conduct does not fall within the scope of this Policy but involves conduct that, if found to have occurred, violates another CRCDS policy, the matter will be referred for further action. The determination regarding next steps will be communicated to the Parties in writing. When a Formal Complaint has been submitted, this information will be included in the Notice of Dismissal. The Parties have the right to submit an Appeal from dismissal of a Formal Complaint on the same grounds and in the same manner explained in (b) above.

**(C) Weighing a Complainant’s Request Not to Proceed with the Grievance Process**

**(1) General Description of Process**

If a Complainant requests that CRCDS refrain from proceeding with the Grievance Process, the Title IX Coordinator may still decide that proceeding with the Grievance Process is necessary. The Title IX Coordinator must weigh such a request against CRCDS’ obligation to provide a safe, non-discriminatory environment for all community members and will confer with the Complainant when reaching a determination whether to proceed.

**(2) Decision to Proceed**

If CRCDS determines that it must proceed with the Grievance Process, the Title IX Coordinator will notify both Parties prior to commencing any investigation (as described further below in Section X(F)(1)). In the event the Title IX Coordinator decides to proceed, the Complainant will still be treated as a Party within the Grievance Process. Even a non-participating Complainant will be offered Supportive Measures, which will be reviewed and evaluated on an ongoing basis, and will be provided information regarding their right to report a crime to campus or local law enforcement and with assistance if they wish to do so.

**(D) Supportive Measures**

Promptly after receipt of a Report, the Title IX Coordinator will contact the Complainant and Respondent (if identified or identifiable based upon the Report) to discuss the availability of Supportive Measures. Supportive Measures are available with or without the filing of a Formal Complaint. In evaluating the Supportive Measures to be provided, the Title IX Coordinator will make an individualized determination, considering Complainant’s wishes and other relevant factors, of the non-disciplinary, non-punitive measures that will be provided to the Complainant and Respondent to restore or preserve equal access to CRCDS’ Education programs or Activities, to protect the safety of the Parties, and/or to deter Title IX Sex Discrimination.

All Supportive Measures will be provided without fee or charge and without unreasonably burdening the other Party. Supportive Measures will be maintained as confidential by CRCDS to the extent that confidentiality will not impair the ability to provide the Supportive Measures.

Examples of Supportive Measures that may be implemented by CRCDS include but are not limited to:

- Academic extensions or adjustments
- Campus escort services
- Changes in housing
- Counseling
- Increased security or monitoring of certain areas of the campus
- Modifications of class or work schedules
- Mutual restrictions on contact between the Parties

Appropriate Supportive Measures will also be available to Employees.

**(E) Emergency Removal of a Respondent**

CRCDS may implement emergency removal of a Respondent, whether or not a Formal Complaint has been submitted, if there is an immediate threat to the physical health or safety of any student or other individual that arises from allegations of conduct that could constitute a violation of this Policy.

Prior to implementing an emergency removal, CRCDS will first gather information to undertake an individualized safety and risk analysis. The analysis will be conducted by an individual who is free from bias or conflict of interest; who has relevant knowledge and experience; and who will not be involved in any later Grievance Process related to the student who is being evaluated for potential removal.

*(1) Factors to be Considered*

The emergency removal analysis will focus on the specific Respondent at issue and examine the specific circumstances arising from the allegations of Title IX Sex Discrimination that potentially pose an immediate threat to a person's physical health or safety.

To evaluate the presence of an "immediate threat," CRCDS will consider a Complainant's stated subjective fear and will also apply an objective reasonable person standard. CRCDS will consider the student's propensity, opportunity, and ability to carry out a stated or potential threat. The analysis will evaluate whether Supportive Measures are a more appropriate and less restrictive means to negate or sufficiently minimize the likelihood of a threat being carried out. As part of its analysis, CRCDS may rely on objective evidence and current medical knowledge and may consult with a licensed evaluator to analyze the information gathered. CRCDS shall also consider Respondent's rights, if any, under applicable federal and/or state disability laws.

In addition, the relationship between a threat and the physical health or physical safety of any student or other individual will also be carefully evaluated. In some but not all cases, threatening speech or virtual interactions without an associated action may rise to the level of a threat to physical health or physical safety. If the threat a Respondent poses is in the nature of potential emotional impact only, CRCDS will instead focus on identifying appropriate Supportive Measures.

CRCDS will also closely examine whether the emergency created by the immediate threat arises from the allegations of conduct that could constitute Title IX Sex Discrimination under this Policy. As an example, an immediate threat to Complainant's physical safety is likely present when a Respondent threatens physical violence against the Complainant in response to the Complainant's allegations of verbal harassment by the Respondent. Threats of physical self-harm will be addressed under separate, applicable policies. If the individualized safety and risk analysis results in a determination that a Respondent's actions pose an immediate and identified threat, but do not arise from allegations of Title IX Sex Discrimination, CRCDS will respond pursuant to other applicable policies and/or procedures.

CRCDS' assessment of the appropriateness of emergency removal will account for its multiple potential impacts, including: whether providing the Complainant Support Measures will be sufficient to ensure equal educational access; the adverse impacts of separating a Respondent from educational opportunities and benefits; and the protection of the health and safety of CRCDS'

community. When assessing an emergency removal, CRCDS will also consider the anticipated timeline of an investigation and hearing. Given these evaluations are necessarily fact specific, in some cases CRCDS may determine that restricting a Respondent's participation in specific programs or activities will adequately address the situation.

(2) *Emergency Removal is Not Discipline nor a Determination of Responsibility*

At all stages of the process, CRCDS will ensure that the emergency removal will not impose a premature sanction on the Respondent or circumvent the Grievance Process. An emergency removal does not equate to a Determination of Responsibility for a Policy violation and will not result in a presumption of responsibility in any subsequent Grievance Process.

(3) *Ongoing Evaluation*

CRCDS will continually evaluate whether the presence of an immediate threat to physical health or safety of a student or another individual has remained the same or changed such that the removed student can be safely returned to programs or activities in a partial or complete manner.

(4) *Notice of Emergency Removal and Opportunity to Request Review*

In the event CRCDS determines that emergency removal of a Respondent is appropriate, the Respondent will be notified in writing within (3) Business Days of the removal decision. This written notice will include details about the specifically identified emergency threat of physical safety or harm underlying the decision, as well as information about the Respondent's immediate opportunity to request review of the Emergency Removal decision.

**(F) Placement of Employee on Administrative Leave**

In the event a Formal Complaint alleges conduct that could constitute Title IX Sex Discrimination and identifies an Employee as Respondent, CRCDS may decide to place the Respondent on administrative leave, in emergency and non-emergency situations. The purpose of such an administrative leave is to allow a temporary separation of the Employee while the Grievance Process is ongoing. CRCDS will determine the terms and conditions of the leave on a case-by-case basis. The decision process for placing an Employee-Respondent on leave will respect their rights under Title VII, Americans with Disabilities Act, and all other applicable employment laws.

CRCDS may place a student-employee on administrative leave from on-campus employment in a non-emergency situation in order to provide Supportive Measures to a Complainant. CRCDS will make its best efforts not to unreasonably burden the Respondent with placement on leave and will fully evaluate whether there are alternative and less restrictive measures that would be more appropriate. In most situations, a student-employee placed on administrative leave from on-campus employment as a Supportive Measure will continue to receive pay until the conclusion of the Grievance Process.

## **X. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

**(A) Overview**

All entitlements established in this section apply equally to both Parties. This process applies when a Formal Complaint is signed and submitted, whether by a Complainant or the Title IX Coordinator on behalf of CRCDS. This process is grounded in a presumption that a Respondent

is not responsible unless and until a Determination of Responsibility at the conclusion of this process. The standard of review for determinations regarding responsibility at the conclusion of this process is clear and convincing. The clear and convincing standard of evidence is met when the evidence demonstrates that an allegation is substantially more likely than not to be true. The evidence must be clear, unequivocal, satisfactory, and convincing.

Formal Complaints are resolved either through Live Hearing or Informal Resolution, briefly described as follows:

**Live Hearing:** The Live Hearing process, and the investigation process that precedes the Live Hearing, are described at Sections X(I) (Investigation) and X(K) (Live Hearing). The standard of review for determinations regarding responsibility at the conclusion of this process is clear and convincing.

**Informal Resolution:** a *voluntary* process for resolution of Formal Complaints. The Title IX Coordinator or any Party may propose or request consideration of Informal Resolution. During the Informal Resolution process, a Facilitator(s) will attempt to help the Parties come to an agreement about how to resolve a Formal Complaint. The Informal Resolution process is available to the Parties any time after a Formal Complaint is filed and before the Written Determination is issued by the Hearing Board, except in matters in which a student Complainant alleges Title IX Sex Discrimination by an Employee. Participation in the Informal Resolution process is entirely voluntary and all Parties must agree to participate. The Informal Resolution process is more fully described in Section X(F)(2).

**(B) Length of Process**

CRCDS seeks to resolve all Reports of Title IX Sex Discrimination promptly, thoroughly, fairly, and equitably. The timeframes which CRCDS strives to meet can be found at Section XIII. CRCDS will inform the Parties at regular intervals of the status of the Grievance Process. Circumstances may arise that require the extension of anticipated time frames. Such circumstances may include the complexity of the allegations, the number of Witnesses involved, the availability of the Parties, Witnesses, or others involved, the effect of a concurrent criminal investigation, breaks or other closures of campus, faculty sabbatical, approved employee leave or unforeseen circumstances. In the event timelines are modified, CRCDS will provide written notification to the Parties.

**(C) Privacy of Process**

CRCDS will keep confidential the identity of any individual who has made a Report or Formal Complaint, and the identity of any Complainant, Respondent, and Witness except as permitted by FERPA, required by law, or as necessary for the Institution to take action under this Policy.

**(D) Participation in Grievance Process is Voluntary**

Neither Parties nor Witnesses are required to participate in the Grievance Process, but without their live testimony at the hearing, the Hearing Board cannot rely upon their Statements. CRCDS may not threaten, coerce or intimidate a Party or Witness into participating, nor may CRCDS retaliate against a Party or Witness for declining to participate in any part of the Grievance Process.

**(E) Right to an Advisor and Advisor Role**

Each Party has the right to choose an Advisor to assist and advise them (at the Party's own expense, if the Advisor is paid). Each Party has the right to be accompanied by their Advisor throughout the Grievance Process, including during all related meetings and hearings. Parties are encouraged to identify an Advisor as soon as practical, as Advisors play an important role. Advisors

1. *provide support to the Party but do not serve as a proxy voice for the Party;*
2. *can confer quietly with their advisee as needed, but if there is a need for an extended discussion, the Party should ask for a break in the meeting, interview or Live Hearing;*
3. *may not make statements or arguments or answer questions on behalf of Parties during meetings, interviews or during the Live Hearing;*
4. *may not speak during the hearing process, except in connection with Cross-examination Questions, described in Section X(K)(9);*
5. *cannot direct the Party how to answer a question; and*
6. *must conduct themselves quietly and professionally, must not disrupt any meeting, interview or proceeding, and must comply with any rules of decorum imposed by CRCDS.*

An Advisor who does not follow the guidelines above may be removed from the meeting, interview or Live Hearing.

Each Party must notify the Title IX Coordinator promptly of the name, title, and contact information for their Advisors and any change in their Advisor. If a Party does not select an Advisor and the matter proceeds to a Live Hearing, an Advisor will be appointed by CRCDS, at no fee to the Party, to ask Cross-examination Questions on that Party's behalf.

#### **(F) After a Formal Complaint is Accepted**

Once a Formal Complaint is signed, submitted, and approved to proceed by the Title IX Coordinator, CRCDS will take one of the following actions:

- (1) *Initiate an Investigation* (see Section X(I) below)

In these circumstances, the Title IX Coordinator will issue a Notice of Investigation to known Parties sufficiently in advance of any request to meet with the Investigator. This Notice of Investigation will include:

- a) Notice of these grievance procedures, including the Informal Resolution process, and a copy of this Policy.
- b) The conduct alleged to violate this Policy, and the date and location of the alleged incident, if known.
- c) Known Parties involved in the alleged incident
- d) A statement that the Respondent is presumed not responsible for the alleged misconduct and that a Determination of Responsibility will be made at the conclusion of the process.
- e) Notice of the Parties' right to an Advisor of choice, who will be permitted to accompany them to investigation meetings, interviews, and any hearing and to review materials provided to their advisee throughout the process. The role of Advisors during the Grievance Process is explained in Sections X(E), X(K)(4), and X(K)(9) of this Policy.
- f) Notice of and citation to CRCDS' prohibition on knowingly making false Statements or submitting false information during a CRCDS process.
- g) The name(s) and title(s) of the Investigator(s).

If during the course of an investigation, new or additional allegations arise that require investigation, CRCDS will send the Parties an updated Notice of Investigation revising the scope

of the Investigation. Any objection to a named Investigator must be submitted as provided in Section VII(B) above.

(2) *Informal Resolution*

The Informal Resolution process will be followed when a signed Formal Complaint has been accepted and: (a) the Title IX Coordinator suggests that an Informal Resolution may be an appropriate course of action and the Parties agree to that approach, or (b) a Party requests that the Title IX Coordinator consider allowing an attempted resolution of the Formal Complaint through the Information Resolution process, the Title IX Coordinator finds the matter appropriate for Informal Resolution, and the Parties agree to proceed in that manner. The Informal Resolution process is available to the Parties any time after a Formal Complaint is filed and before the Written Determination is issued by the Hearing Board. Participation in the Informal Resolution process is entirely voluntary and all Parties must agree to participate. Information Resolution is not available when a Formal Complaint alleges that a CRCDS employee engaged in Title IX Sex Discrimination toward a student.

(a) Notice

Prior to beginning the Informal Resolution process, CRCDS will provide the Parties notice of the allegations of the Formal Complaint and will direct the Parties' attention to this provision of the Policy for an understanding of the requirements of this process and the consequences of participating in this process. The notice will also advise of the requirement that each Party must sign the "Consent to Informal Resolution Process" form and submit it to the Title IX Coordinator before the Informal Resolution process can begin

(b) Commencement of Informal Resolution Process and Its Effect on the Grievance Process

When all Parties to a Formal Complaint have submitted the consent forms, CRCDS will pause the Grievance Process, including any ongoing investigation or hearing, for a period of 3 days (unless a shorter or longer time is set by the Title IX Coordinator), to allow the Parties to proceed with the Informal Resolution Process. The time period during which the Grievance Process is paused for the Informal Resolution process shall not count toward the time periods set forth in Section XIII below.

The Facilitator(s) may not be called to serve as a Witness in the Grievance Process.

(c) The Process

The Facilitator(s) will decide the process and procedures to be used in the Informal Resolution process but shall not take actions inconsistent with this Policy. The Facilitator(s) will treat the Parties fairly and equitably. Each Party may be accompanied by their Advisor during the Informal Resolution process. The Facilitator(s) may meet with the Parties separately, may share information obtained during the course of any investigation with the Parties, may make suggestions about the terms of an Informal Resolution, and may take other reasonable steps to assist the Parties in determining if they can reach an Informal Resolution.

The Facilitator(s) shall not require the Parties to meet together, in person; the Parties will meet together only if they choose to do so.

(d) Informal Resolution Agreements

If the Parties reach an agreement, the Facilitator(s) shall create a written agreement that lists the terms of the Informal Resolution for the Parties to sign.

A Party may withdraw from the Informal Resolution process at any time before they sign a written document agreeing to an Informal Resolution of a Formal Complaint.

(e) Title IX Coordinator Approval of Agreement

The Title IX Coordinator will defer to the Parties' agreement unless the Title IX Coordinator determines that it is impractical, unduly burdensome or inconsistent with CRCDS' obligations under this Policy, Title IX or another applicable law or policy. If the Title IX Coordinator declines to approve the Parties' written agreement on one of these bases, with the assistance of the Facilitator(s), the Parties may agree to modify and resubmit the agreement. If they do not agree to do so and/or do not submit a modified written agreement, CRCDS shall resume the Grievance Process.

(f) Recordkeeping

When a Formal Complaint is resolved through an approved written agreement after Informal Resolution, CRCDS shall retain the Formal Complaint, any documents prepared in the course of the Grievance Process, any documents prepared in the course of the Informal Resolution process, the final approved written agreement documenting the Informal Resolution, and any documentation of the implementation of the Informal Resolution. Those documents shall be retained in accordance with the Recordkeeping requirements set forth in this Policy at Section XIV.

**(G) Concurrent Law Enforcement Activity**

When CRCDS receives a Report or Formal Complaint alleging Title IX Sex Discrimination to which it has determined it must respond through its Grievance Process, CRCDS' process continues regardless of whether a Complainant has made or decides to make a report to law enforcement. The filing of a report with law enforcement, or an ongoing law enforcement investigation or proceeding, does not relieve CRCDS of its obligation to address the Complaint through its Grievance Process. At CRCDS' discretion, CRCDS may temporarily pause its investigation at the request of law enforcement. In that circumstance, the Title IX Coordinator will send written notice to both Parties explaining the reason for pausing the investigation. Extension of timelines at the request of law enforcement typically will not exceed ten (10) days unless law enforcement specifically requests and justifies a longer extension. CRCDS and law enforcement may coordinate their investigations, including sharing information to the extent it is prudent and feasible.

**(H) Consolidation of Certain Formal Complaints**

CRCDS may consolidate its processing of Formal Complaints in appropriate circumstances, such as when allegations arise out of the same facts or circumstances and multiple Complainants allege misconduct by one Respondent, multiple Complainants allege misconduct by more than one Respondent, one Complainant makes multiple allegations against one Respondent or a Respondent makes a cross-complaint against the Complainant. All parties will be notified in writing of a decision to consolidate Formal Complaints.

**(I) Investigation**

CRCDS' investigation process is designed to (1) allow for the thorough, impartial, and reliable gathering of information and (2) result in a comprehensive investigation report summarizing



relevant, admissible evidence. CRCDS strives to assemble and share with the Parties all inculpatory and exculpatory information gathered during the investigation that is directly related to the allegations of the Formal Complaint (*see* Section X(I)(3) below) within 60 Business Days of receipt of Notice of Investigation, understanding that numerous issues arise during investigations that may justify a good cause extension of the timeline as described in Section X(B) above.

(1) *Assignment of Investigator*

The Title IX Coordinator will supervise the investigation, starting with determining who will serve as Investigator. The Investigator may be: a CRCDS Employee or Employees; an external Investigator or Investigators; or a team of Investigators that pairs an external Investigator with a CRCDS Employee.

(2) *Process Overview*

All Investigators will conduct the investigation with a presumption that the Respondent is not responsible and will investigate free of bias or any conflict of interest. The Investigator(s) will conduct the investigation in a manner appropriate in light of the circumstances of the case, which will typically include interviews with the Complainant, the Respondent, and any Witnesses. The Investigator(s) will provide advance written notice to Parties of the date, time, location, participants, and purpose of any requested meeting(s).

Interviews will be supplemented by the gathering of any physical, documentary, and other evidence, as appropriate and available. The burden of gathering relevant, admissible information rests on CRCDS. The Parties will have an equal opportunity to submit evidence and suggest Witnesses (including fact and expert Witnesses). Investigation interviews will be conducted in a thorough, impartial, and fair manner; all involved individuals will be treated with appropriate sensitivity and respect.

The Investigator(s) will decide which individuals to interview based on the information the Investigator(s) gathers as part of the investigation and, with respect to Witnesses offered by a Party, the Investigator may ask the Witnesses to describe the information the Party expects the Witness to provide. The Title IX Coordinator may also direct that additional interviews be conducted.

The Investigator(s) will not ask questions or gather information or documents protected by a legally recognized privilege, including treatment records of a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity, without written consent to use such documents in the Grievance Process from the person protected by the privilege. Further, the Investigator(s) will not seek information about a Complainant's sexual predisposition and will only allow submission of or pursue information about a Complainant's prior sexual behavior if such questions and evidence: (1) are offered to prove that someone other than the Respondent committed the alleged misconduct or (2) concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to establish Consent.

(a) Confidentiality Cannot be Promised

The investigation will be conducted in a manner that is respectful of individual privacy concerns. To be clear, however, confidentiality cannot be promised

during an investigation because, for example, the Investigator may need to speak with Witnesses and others to gather evidence.

(b) Parties' Rights to Discuss the Allegations and Consequences for Providing False or Manipulated Information

The Parties are not restricted from discussing the allegations under investigation or from gathering and presenting relevant evidence. However, where the investigation reveals intentional efforts by a Party to fabricate or alter information they submit or to influence the information a Witness provides to the Investigator, conduct charges may result.

(3) *Parties' Review of and Response to Information Gathered as Part of Investigation*

At the conclusion of the investigation, the Investigator will assemble all inculpatory and exculpatory information gathered during the investigation that is directly related to the allegations of the Formal Complaint, including information upon which CRCDS does not intend to rely in reaching a determination regarding responsibility. The Investigator will redact information that is unrelated to the allegations of the Formal Complaint or otherwise not admissible in the Grievance Process (i.e., (a) because it is subject to an unwaived legally recognized privilege, (b) it relates to Complainant's sexual predisposition or (c) constitutes prior sexual history not offered to establish: (i) Consent or (ii) that Respondent did not engage in the alleged misconduct). CRCDS will create a list describing information it has redacted or removed as irrelevant, inadmissible or not directly related to the allegations of the Formal Complaint, which it may allow the Parties to inspect.

The assembled information will then be shared with the Parties and their Advisors in hard copy or an electronic format with at least ten (10) Business Days to review and submit a written response. Depending on the nature of the information shared, CRCDS may require Parties and their Advisors to agree to restrictions or sign a non-disclosure agreement prohibiting dissemination of any of the information provided for inspection and review or use of such evidence for any purpose unrelated to this Grievance Process.

The Investigator will review the Parties' responses to evaluate whether further investigation may be required to ensure the investigation is thorough and complete. In consultation with the Title IX Coordinator, the Investigator will determine any further action indicated by the Parties' responses and develop a plan to complete the investigation.

(4) *Investigation Report*

After considering the Parties' responses and conducting any additional investigation indicated by those responses, the Investigator will prepare a report summarizing all of the relevant, admissible information obtained during the investigation, including Inculpatory Evidence and Exculpatory Evidence. The Investigator will incorporate the Parties' responses to the report, as well as an explanation of any additional steps taken after receipt of Party responses, and include any related materials. All of these written submissions and all relevant, admissible information gathered during the investigation will collectively be considered the investigation report.

To the extent that the investigation report includes an assessment of Party and Witness Credibility, Credibility determinations may not be based upon a person's status as a Complainant, Respondent or Witness.

(5) *Parties' Review of and Response to Investigation Report*

CRCDS will share the investigation report with the Parties and their Advisors either in hard copy

or an electronic format, and each Party will have at least ten (10) days to review and respond to the investigation report in writing. Upon receipt of the Parties' responses after review of the investigation report and a determination by the Title IX Coordinator (in consultation with the Investigator) that the investigation is complete, CRCDS will notify all Parties that the investigation is complete and provide information about next steps in the process.

**(J) Determination After Investigation**

*(1) Proceed to Live Hearing*

At the conclusion of the investigation, the Title IX Coordinator will review the investigation report to determine whether the conduct, if proved, falls within this Policy. When the alleged conduct, if proved, falls within this Policy, the Title IX Coordinator, will prepare a Notice of Live Hearing based on information contained in the investigation report. (*See* Section X(K)(1) below.)

*(2) Dismissal of Formal Complaint*

If the conduct, even if proved, does not fall within this Policy because it would not constitute Title IX Sex Discrimination, the conduct did not occur within CRCDS' Education Program or Activity or did not occur within the United States, CRCDS must dismiss the Formal Complaint. CRCDS may also dismiss a Formal Complaint if the Title IX Coordinator determines: that there is not sufficient cause to believe the alleged conduct may have occurred; the Respondent is no longer enrolled or employed by CRCDS; or specific circumstances prevent CRCDS from gathering sufficient evidence to reach a Determination of Responsibility or No Responsibility.

In either instance, the Title IX Coordinator will issue a Notice of Dismissal, including the reasons for the dismissal, to the Parties simultaneously within 3 Business Days of the Title IX Coordinator's determination. If the alleged conduct would potentially violate a different CRCDS Policy, the Notice of Dismissal will include information about the referral and immediate next steps.

The Parties have a right to submit an Appeal from a dismissal of a Formal Complaint on the same grounds and using the same process described in Section IX(B)(b) above.

**(K) Live Hearings**

*(1) Notice of Live Hearing*

The Live Hearing process begins with the issuance of a Notice of Live Hearing. The Notice of Live Hearing will be sent to the Parties simultaneously within 10 Business Days of the delivery of the Notice of Charge and at least 5 Business Days before the scheduled hearing date. The Notice of Live Hearing will include the following information:

- the date, time, and location of the Live Hearing;
- a brief factual summary of the conduct alleged to have violated the Policy, including date, time, and location;
- the specific Policy provision(s) at issue;
- possible sanctions associated with a finding of responsibility for the alleged Policy violation(s);
- the composition of the Hearing Board empaneled by the Title IX Coordinator;

- the Parties' right to be accompanied by an Advisor at the Live Hearing and the obligation to notify the Title IX Coordinator within 3 days of receipt of the Notice of Live Hearing of: (1) the name, title, and contact information for their Advisors, (2) whether they will continue to be advised by the same Advisor as during the investigation (if applicable) or (3) that they do not intend to select an advisor;
- a statement that there is a presumption of No Responsibility on the part of the Respondent until a determination regarding responsibility is made at the conclusion of the Grievance Process; and
- information regarding the Informal Resolution process (as applicable).

In addition, the Notice of Live Hearing will attach a copy of this Policy or include a web link to this Policy.

(2) *Title IX Coordinator as Hearing Board Chair*

Hearings are convened by the Title IX Coordinator. The Title IX Coordinator oversees all hearings. In rare circumstances when the Title IX Coordinator is unavailable or ineligible to do so, the Title IX Coordinator will appoint a delegate to convene and oversee the Hearing Board process. The Title IX Coordinator will be the *non-voting* chair of all Hearing Boards during Live Hearings, serving as a process and policy advisor to the Hearing Board. In this role, the Title IX Coordinator may be referred to as the Hearing Officer.

The Title IX Coordinator is never a Decision-maker, whether in connection with a Live Hearing or an Appeal, but may be an Investigator.

(3) *Hearing Board*

Prior to the Live Hearing, the Hearing Board will have read all of the information in the file. The Parties will have the same information as the Hearing Board.

(a) Gathering Information

The Hearing Board will focus its questions on those areas where it needs clarification or more information. The Hearing Board will not necessarily need or want Parties or Witnesses to repeat everything they shared during the investigation, but as the Decision-maker(s), the Hearing Board is obligated to come to its own Findings of Fact.

The Hearing Board has the right and responsibility to ask questions and elicit information from Parties and Witnesses on the Hearing Board's own initiative to aid the Hearing Board in obtaining relevant information, both inculpatory and exculpatory.

Only members of the Hearing Board may ask questions of any person testifying, except in connection with Cross-examination Questions asked by Advisors (*See* Section X(K)(9)). The Hearing Board is responsible for ensuring that it has sought and probed all information necessary to make an informed decision. At times, the Hearing Board will need to ask difficult or sensitive questions in order to understand the allegations, related information, and to gain a full understanding of the context.

If at any time a Party does not understand a question or why the Hearing Board is asking a question, the Party should let the Hearing Board know. The Hearing Board will explain and modify its question at its discretion.

The Parties have equal rights to present information in front of the Hearing Board, which ensures that the Hearing Board has the benefit of each Party's perspectives about the evidence.

Parties have no right to self-representation and may not ask questions directly of the other Party or Witnesses.

(b) Evaluating Information

The Hearing Board must objectively evaluate all admissible, relevant evidence for weight or Credibility, including both Inculpatory Evidence and Exculpatory Evidence. The Hearing Board must focus on evidence pertinent to proving whether facts material to the allegations under investigation are more or less likely to be true. Determinations of Credibility must be based on objective evaluation of relevant evidence, not on a person's status as a Complainant, Respondent or Witness or inferences from Party or Witness status. Factors related to Credibility are set forth in the definition of Credibility. Credibility determinations are based on a number of factors, including demeanor (but *never* only demeanor); opportunity and capacity to observe the event; contradiction or consistency with other evidence; availability of corroboration (where it should logically exist, noting that corroborating evidence is not required); level of detail in Statement or testimony; motive to be untruthful; and inherent plausibility or implausibility.<sup>[3]</sup> The evaluation of Credibility also takes into account the normal fallibility of human memory.

A Party's answers to Cross-examination Questions will be evaluated by the Hearing Board in context, taking into account that a Party may experience stress while answering Cross-examination Questions. Parties will not be unfairly judged if they are unable to recount every specific detail in sequence, whether such inability is due to trauma, the effects of drugs or alcohol or simple fallibility of human memory. These factors will also be considered as part of the Credibility assessment.

*(4) Role and Obligations of Advisors During Hearings*

The Advisor's role and consequences for exceeding that role are set forth at Section X(E) above with the following important additions relevant to the Live Hearing:

- (a) Advisors may not speak during the hearing process, except in connection with Cross-examination Questions, described in Section X(K)(9). Therefore, in all instances other than Cross-examination Questions, Advisors may not speak to the Hearing Board, make statements or arguments, or answer questions on behalf of a Party.
- (b) Advisors conducting Cross-examination must be capable of understanding the purpose or scope of Cross-examination.

Equal competency between the Parties' Advisors is not required.

- (c) When conducting Cross-examination, Advisors need not be advocates for Parties, but simply may be individuals who ask questions.
- (d) Advisors cannot direct the Party how to answer a question. Parties should provide their own responses to questions, not the responses their Advisor believes would be best.

(5) *Location of the Live Hearing*

Live Hearings may be conducted with all Parties physically present in the same geographic location or, at CRCDS' discretion, any or all Parties, Witnesses, and other participants may appear virtually at the Live Hearing, with the Parties being able to see and hear each other and Witnesses live.

At the request of either Party, CRCDS will provide for the entire Live Hearing (including Cross-examination) to occur with the Parties located in separate rooms with technology enabling the Parties to see and hear each other. Unlike Parties, Witnesses do not have the right to demand to testify in a separate room, but CRCDS, in its discretion, may permit any participant to appear remotely.

(6) *Scope of the Live Hearing*

The Live Hearing will relate solely to charges set forth in the Notice of Live Hearing received by the Parties. If the Parties or any Witnesses share information that goes beyond these charges, the Hearing Board will redirect the speaker to the charges at hand.

Parties may be accountable for additional violations discovered through the Grievance Process even if they do not appear in the Notice of Charge/Notice of Live Hearing. In this instance, a separate Grievance Process under this Policy or under other applicable policies will commence.

(7) *Attendance at the Hearing*

The Live Hearing is closed, meaning it is not open to the public. Witnesses may be present only for their individual meeting with the Hearing Board. Advisors and Parties may be present throughout the proceeding. If a Party, after having been given notice, does not appear at the Live Hearing, the Live Hearing will be conducted in their absence, and the Party's Advisor may appear and conduct Cross-examination. In the event neither a Party nor their Advisor appear at the hearing, CRCDS will provide an Advisor to appear on behalf of the non-appearing Party.

(8) *Expectation of Honesty*

Parties and other individuals who offer information at a Live Hearing are expected to respond honestly and to the best of their knowledge. The Hearing Board reserves the right to recall any Party or Witness for further questions and to seek additional information as it deems necessary. A

Party or Witness who intentionally provides false or misleading information may be subject to discipline under this Policy or other applicable policies.

- *Cross-examination Questions and Effect of Failure to Submit to Cross-examination*

(a) Advisors Conduct Cross-examination

Advisors are allowed, on behalf of the Party they are advising, to cross-examine the other Party and Witnesses by asking relevant questions and follow-up questions, including questions challenging Credibility.

(b) Relevance Determination Before Answering

Before a Party or Witness answers a Cross-examination question, the Hearing Board must determine if the question is relevant. If a question is deemed irrelevant, the Hearing Board must explain why. The requirement of relevancy (see definition of Relevance at Section XVI) applies throughout the hearing, including during Cross-examination, and will be determined by the Hearing Board. Parties should understand that the process of Cross-examination may be difficult and may feel uncomfortable because its purpose is to promote the perspective of the other Party. Cross-examination Questions may not be submitted in writing in advance of the Live Hearing or during the Live Hearing for purposes of seeking an evaluation of Relevance.

(c) Effect of Not Submitting to Cross-examination

If a Party or Witness does not submit to Cross-examination by Advisors at the Live Hearing, the Hearing Board must not rely on any Statement of that Party or Witness in reaching a determination regarding responsibility. This rule does not apply if a Party or Witness refuses to answer questions posed by the Hearing Board.

- i. “Submit to Cross-examination” means answering those Cross-examination Questions that are relevant, as determined by the Hearing Board in real time during the Live Hearing. If a Party or Witness disagrees with the Hearing Board’s Relevance determination, they may either (a) abide by the Hearing Board’s determination and answer the question or (b) refuse to answer the question. In the event the Party or Witness refuses to answer the question, unless the Hearing Board reconsiders the Relevance determination, the Hearing Board cannot rely on any Statement of that Party or Witness.
- ii. “Statement” has its ordinary meaning, but would not include evidence (such as videos) that do not constitute a person’s intent to make factual assertions, or to the extent that such evidence does not contain a person’s Statements. Thus, police reports, SANE reports, medical reports, and other documents and records may not be relied on in making a final Determination after the completion of the hearing to the extent that they contain the Statements of a Party or Witness who has not submitted to Cross-examination. Documentary evidence such as police reports or hospital records may have been gathered during investigation and, if directly related to the allegations inspected and reviewed by the Parties, and to the extent they are relevant, summarized in the investigation report, the

hearing is the Parties' first opportunity to argue to the Decision-maker about the Credibility and implications of such evidence. Probing the Credibility and reliability of Statements asserted by Witnesses contained in such evidence requires the Parties to have the opportunity to cross-examine the Witnesses making the Statements.

iii. Examples

- This rule applies to law enforcement reports, SANE reports, medical reports, and any other documents and records that contain the Statements of a Party or Witness who has not submitted to Cross-examination.
- If one Party to a text message or email exchange submits to Cross-examination and the other does not, only the messages of the individual who submits to Cross-examination may be considered.
- Where a Party refuses to answer Cross-examination Questions, but video evidence exists showing the underlying incident, the Hearing Board may still consider the available evidence and make a determination.
- If the matter does not depend upon a Party's or Witness's Statements, but on other evidence (e.g., video evidence that does not consist of "Statements" or to the extent the video contains non-Statement evidence), the Hearing Board can still consider this other evidence and reach a determination, but without drawing any inference based upon lack of Party or Witness testimony.

(9) *Breaks*



The Hearing Board may need to take breaks during testimony to ensure that it can confer regarding the information that has been offered and can determine whether further questions are necessary. The Hearing Board will take as few breaks as possible, but breaks are needed and help to avoid having to call individuals back to meet with the Hearing Board at a later date. At any time, a Party may request a break to talk with their Advisor or for another reason. In almost all instances, a break will be allowed.

(10) *Rape Shield Protections*

All questions and evidence about Complainant's sexual predisposition or prior sexual behavior are irrelevant unless offered to prove that someone other than the Respondent committed the alleged misconduct or offered to prove Consent.

(11) *Order of the Live Hearing*

- a) The Chair will call the Live Hearing to order and will explain the hearing process, which will include a reading of the charge(s) at issue and will provide an opportunity for all Parties to ask procedural questions prior to opening statements.
- b) The Parties shall be informed that the hearing is being recorded. The recording is the sole official verbatim record of the Live Hearing and is the property of the College.
- c) The Complainant may present a 10-minute opening statement related to the charges.
- d) The Respondent may present a 10-minute opening statement related to the charges.
- e) The Hearing Board will ask the Complainant questions relevant to the charges.
- f) The Respondent's Advisor may ask Complainant relevant questions and follow-up questions, including those challenging Credibility (Cross-examination Questions).
- g) The Hearing Board will ask the Respondent questions relevant to the charges.
- h) The Complainant's Advisor may ask Respondent relevant questions and follow up questions, including those challenging Credibility (Cross-examination Questions).
- i) The Hearing Board may call Witnesses to provide relevant information to the Hearing Board.
- j) At the conclusion of each Witness, Complainant and Respondent's Advisors may ask each Witness relevant questions and follow up questions, including those challenging Credibility (Cross-examination Questions). The Parties may never ask questions directly of the Witnesses.
- k) First, Complainant's Advisor will ask questions of each Witness and then Respondent's Advisor will ask questions of each Witness. Complainant's Advisor will then have one more opportunity to ask questions of each Witness and Respondent's Advisor will have one more opportunity to ask questions of each Witness.
- l) Before a Witness answers a Cross-examination Question from an Advisor, the Hearing Board must first determine whether the question is relevant.
- m) At the conclusion of the testimony of the Parties and the Witnesses, the Parties will be able to make a 15-minute closing statement, with the Complainant going first and the Respondent going next.
- n) The Chair announces that the Live Hearing is concluded.

(12) *Hearing Board Deliberations and Written Determination*

(a) Deliberations

When the Live hearing concludes, the Hearing Board will privately deliberate and make its decision in accordance with the clear and convincing Standard of Evidence.

(b) Delivery and Contents of Written Determination

The Hearing Board will issue a Written Determination, which will be sent to the Parties simultaneously within 14 Business Days of the conclusion of the Live Hearing, which will include:

- i. Procedural History
- ii. Summary of allegations in Notice of Charge/Notice of Live Hearing
- iii. Policy provisions at issue
- iv. Findings of Fact related to each allegation potentially constituting Title IX Sex Discrimination, made by the applicable standard of evidence
- v. Rationale (or evidentiary basis) for the Findings of Fact related to each allegation, which should include an evaluation of the weight or Credibility of admissible, relevant evidence
- vi. A determination of whether the conduct found to have occurred violates this Policy (Determination of Responsibility) or not (Determination of No Responsibility)
- vii. Rationale (or evidentiary basis) for the Determination of Responsibility or No Responsibility
- viii. A statement of any disciplinary sanctions imposed on the Respondent and the rationale for the sanctions
- ix. Whether Remedies will be provided to the Complainant, using the phrase: "Remedies designed to restore or preserve equal access to CRCDS' Education Program or Activity will be provided by CRCDS to the Complainant, and include [Remedies to be filled in here]."

The nature of such Remedies will not appear in the Written Determination.

Remedies that do not directly affect the Respondent must not be disclosed to the Respondent.

Information about how to file an Appeal and how to access the recording before the time to file an Appeal lapses.

(13) *Implementation of Remedies in Written Determination*

The Title IX Coordinator is responsible for the effective implementation of Remedies.

(L) **Sanctions**

(1) *Possible Sanctions*

The following sanctions and/or conditions may be imposed following a

Determination of Responsibility for a violation of this Policy. Title IX requires that CRCDS provide notice of a range of sanctions; the list below is intended as notice of possible Remedies and disciplinary sanctions and does not reflect the probability that any particular outcome will occur.

(a)      Students

- Expulsion (permanent separation)
- Suspension
- Deferred Suspension
- Disciplinary Probation
- Disciplinary Probation with deferred removal from the residence halls
- Loss of housing contract
- Residence hall probation
- Conduct warning
- Title IX Sex Discrimination education or other relevant education
- Parent or guardian notification (subject to privacy restrictions)
- Financial restitution
- Organizational sanctions including probation and rescinding recognition or other organizational restrictions
- Fine
- Community restoration and/or community service
- Loss of campus privileges
- Loss of campus employment and/or opportunities for campus employment
- Withholding records or degree
- Revocation of admission and/or degree
- Bar against registration
- Discretionary action
- Substance abuse education and/or evaluation

(b)      Employees

- Termination of employment
- Suspension
- Demotion
- Progressive discipline
- Warning
- Loss of pay or other pay adjustments
- Job transfer
- Change or restrictions in work location and/or job responsibilities
- Title IX Sex Discrimination education
- Restrictions on the Employee's communications
- Limitations on the Employee's movement in or on CRCDS' campus, programs, and activities

(2)      *Factors in Determining Sanctions*

In considering the appropriate sanction within the recommended outcomes, the Hearing Board may consider the following

factors:

- Respondent's prior discipline history;
- how CRCDS has sanctioned similar incidents in the past;
- the nature of the conduct at issue, including whether there was violence or other use of force;
- the impact of the conduct on the Complainant;
- the impact of the conduct on CRCDS' community, its members or CRCDS' property;
- whether the Respondent accepted responsibility;
- whether the Respondent is reasonably likely to engage in the conduct in the future;
- any other mitigating or aggravating circumstances, including CRCDS' values; and
- CRCDS' obligation to eliminate Prohibited Conduct, prevent its recurrence, remedy its effects, and to maintain an environment free from Title IX Sex Discrimination.

Respondent's lack of comprehension that conduct constituting Title IX Sex Discrimination violates the bodily or emotional autonomy and dignity of a victim does not excuse the misconduct, though genuine lack of understanding may, in CRCDS' discretion, factor into the sanction decision.

(3) *Remedial Action*

The Hearing Board may consider other remedial actions that may be taken to address and resolve any incident of Title IX Sex Discrimination and to prevent its recurrence, including: strategies to protect the Complainant and any Witnesses from retaliation; provide counseling for the Complainant; other steps to address any impact on the Complainant, any Witnesses, and the broader campus community, and any other necessary steps reasonably calculated to prevent future occurrences of harassment.

(4) *Failure to Comply with Sanctions*

Failure to comply with the sanctions or conditions imposed by the Hearing Board will result in action under CRCDS' Student Rights and Responsibilities, or Faculty or Employee Handbooks, as applicable.

**(M) Effective Date of the Written Determination and Possible Notice to Parents**

The Written Determination becomes final only after the time period to file an Appeal has expired (See Section XI(E) below) or after the Appeal decision has been sent to the Parties. The Written Determination will identify to whom any Appeal must be addressed.

CRCDS reserves the right to notify parents of dependent students when student conduct has resulted in serious disciplinary sanctions.

## XI. APPEALS

### (A) Filing an Appeal from a Written Determination

The Parties have equal rights to file an Appeal. Appeals must be submitted to the individual identified in the Written Determination on or before the date specified in the Written Determination, which shall be seven (7) Business Days after the delivery of the Written Determination.

### (B) Appeal Grounds

An Appeal is not intended to be a rehearing of the information presented at the Live Hearing. An Appeal may only be based upon one or more of the following grounds:

1. *Procedural Irregularity that affected the outcome of the matter;*
2. *New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or,*
3. *Conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter*

### (C) Actions upon Receipt of Appeal

1. *When the Title IX Coordinator receives an Appeal, the Title IX Coordinator will provide the request to the Appeal Decision-maker.*
2. *Within five (5) Business Days of the receipt of the Appeal by the Title IX Coordinator, the Appellant will be given notice of the receipt of the Appeal, which will also serve as notice to the non-appealing Party of the Appeal, and notice to the Parties of the Appeal Decision-maker.*
3. *The Parties will have two (2) days after notice of receipt of the Appeal to request that the Title IX Coordinator remove the Appeal Decision-maker based on reasonable and articulated grounds of bias, conflict of interest or an inability to be fair and impartial. The Title IX Coordinator will determine whether to remove the Appeal Decision-maker member. If the Appeal Decision-maker is not removed, the Title IX Coordinator will notify the requesting Party of the decision. If the Appeal Decision-maker is removed and replaced, the Parties will be sent simultaneous written notification of the name of the new Appeal Decision-maker.*
4. *When the time to request removal of the Appeal Decision-maker has run, the Appeal Decision-maker will be provided with the entire file provided to the Hearing Board, together with the Written Determination.*
5. *The Appeal Decision-maker will first determine whether the Appeal will be accepted, based upon whether one or more of the Appeal Grounds set forth above has been properly alleged by the Appellant. Within seven (7) Business Days of the receipt of the Appeal, the Appeal Decision-maker will send written notice to the Parties simultaneously:*
  - (a) *That the Appeal has been rejected due to insufficient grounds, with the Appeal Decision-maker's rationale, or*
  - (b) *That the Appeal has been accepted.*
6. *The non-appealing Party/ies will be entitled to submit a response to the Appeal, which must be sent to the Title IX Coordinator within five (5) Business Days of receipt of notice that the Appeal was accepted.*
7. *The Appeal Decision-maker will then analyze all of the materials related to the Appeal and will take one of the following actions:*
  - (a) *Uphold the original decision*

- (b) Send the matter back to the Hearing Board for further consideration
  - (c) Refer the matter to the Title IX Coordinator for further investigation or a new hearing with a new Hearing Board
8. *The written Appeal decision, which will include the Appeal Decision-maker's rationale, will be sent to the Parties simultaneously.*
  9. *The Appeal Decision-maker will issue its written decision on Appeal within fourteen (14) Business Days of the notice to the Parties that the Appeal was accepted (step 5 (b) above).*

**(D) Appeal Decisions are Final**

A decision denying the entitlement to an Appeal and all decisions made by the Appeal Decision-maker are final.

**(E) When an Appeal is not Filed**

The Parties will be notified if the time to file an Appeal has expired without any Appeal having been submitted.

**XII. TRANSCRIPT NOTATIONS**

New York law requires CRCDS to make specific notations on the transcripts of Respondents found responsible for the following conduct prohibited by this Policy: Sexual Assault, Dating Violence, Domestic Violence, and Stalking.

- Students suspended after a finding of responsibility will receive the following notation on their transcript: “suspended after a finding of responsibility for a code of conduct violation.” Such notations will remain for at least one year after the conclusion of the suspension, at which point a suspended student can seek removal of the notation by appealing to the Title IX Coordinator. Students seeking removal of the notation should contact the Title IX Coordinator for Appeal procedures.
- Students expelled after a finding of responsibility will receive the following notation on their transcript: “expelled after a finding of responsibility for a code of conduct violation.” Such notation shall not be eligible for removal.
- Students who withdraw pending resolution of alleged violations of this Policy will receive the following notation on their transcript: “withdrew with conduct charges pending.” Such notation shall not be eligible for removal unless the charges are later resolved.
- If CRCDS vacates a finding of responsibility for any reason, any such transcript notation shall be removed.

**XIII. GRIEVANCE PROCESS TIMEFRAMES**

CRCDS strives to meet the following timeframes for the Grievance Process. All days are measured in Business Days with the Grievance Process commencing as of date of acceptance of a signed Formal Complaint.

- (A) Notice of Investigation:** Within five (5) Business Days of acceptance of signed Formal Complaint.
- (B) Investigation:** The investigation process will typically be completed within sixty (60) Business Days of issuance of the Notice of Investigation.

**(C) Opportunity to Review/Respond to Information Gathered During Investigation and Directly Related to Allegations of the Formal Complaint:** The information gathered during investigation and directly related to the allegations of the Formal Complaint will be provided to the parties in hard copy or electronic format within sixty-five (65) Business Days of issuance of the Notice of Investigation. Parties and their Advisors have ten (10) days to review and respond.

**(D) Opportunity to Review/Respond to Investigation Report:** Parties and their Advisors have ten (10) Business Days from the delivery of the Investigation Report to review and respond to the Investigation Report.

**(E) Notice of Live Hearing:** As applicable, a Notice of Live Hearing will be sent the Parties simultaneously within ten (10) Business Days of the conclusion of the investigation, which occurs after receipt of the Parties' response to the Investigation Report and when CRCDS determines no further investigation is warranted.

**(F) Challenge to Hearing Board Member:** Within two (2) Business Days of receipt of the Notice of Live Hearing, Parties have the right to make a written request that the Title IX Coordinator remove a member of the Hearing Board based on reasonable and articulated grounds of bias, conflict of interest or an inability to be fair and impartial.

**(G) Live Hearing:** The Live Hearing will begin no sooner than fourteen (14) Business Days and no more than twenty-one (21) Business Days of issuance of the Notice of Live Hearing.

**(H) Written Determination following a Live Hearing:** Following a Live Hearing, the Written Determination will be sent to the Parties simultaneously within fourteen (14) Business Days of the conclusion of the Live Hearing. A Live Hearing is not concluded until Hearing Board deliberations have ended.

**(I) Appeals:**

1. *Parties must file an Appeal within seven (7) Business Days of receipt of the Written Determination.*
2. *Within five (5) Business Days of the receipt of the Appeal by the Title IX Coordinator, the Appellant and non-appealing Party/ies will receive written notice that an Appeal has been submitted and the identity of the Appeal Decision-maker.*
3. *The Parties will have two (2) days after notice of receipt of the Appeal to request that the Title IX Coordinator remove a member of the Appeal Decision-maker based on reasonable and articulated grounds of bias, conflict of interest or an inability to be fair and impartial.*
4. *Within seven (7) Business Days of the receipt of the Appeal, the Appeal Decision-maker will send written notice to the Parties either accepting or rejecting the Appeal.*
5. *The Appeal Decision-maker will issue its written decision on the Appeal within fourteen (14) Business Days of the notice to the Parties that the Appeal was accepted.*

#### **XIV. RECORDKEEPING**

CRCDS will maintain the records identified in this section of this Policy for a period of seven (7) years. The records maintained shall be kept confidential and not disclosed, except as permitted or required by law. The records may be maintained in paper or digital files.

In connection with each Report and each Formal Complaint, CRCDS will maintain the following records, to the extent they exist:

1. *documentation of any Report of alleged Title IX Sex Discrimination;*
2. *documentation of any Supportive Measures or if no Supportive Measures are provided, the reasons why and an explanation of how CRCDS' response was not clearly unreasonable;*
3. *the Formal Complaint;*

4. *Notice of Dismissal of Formal Complaint and any associated documents;*
5. *documentary evidence gathered in the course of an investigation and photographs or descriptions of nondocumentary evidence gathered in the course of an investigation;*
6. *written responses of the parties provided prior the finalization of the Investigation Report;*
7. *the Investigation Report;*
8. *the audio recording, audiovisual recording, or transcript of any Live Hearing;*
9. *the Written Determination;*
10. *any Appeal and Written Appeal Decision;*
11. *records of the sanctions and/or remedies;*
12. *records of any other steps taken to restore or preserve equal access to CRCDS' Education Program or Activity,*
13. *any written agreement of an Informal Resolution; and*
14. *a statement documenting the basis for CRCDS' conclusion that its response to a report or formal complaint was not deliberately indifferent.*

CRCDS shall also maintain all materials used to train its Title IX Coordinators, Investigators, Decision-makers, and Facilitators and a copy of each version of its Title IX Policy on Sex Discrimination.

## **XV. MODIFICATIONS TO THIS POLICY**

This Policy may be modified from time-to-time, during an academic year or otherwise, in CRCDS' discretion and as may be required by law. CRCDS Employees and Students will be notified whenever this Policy is modified.

## **XVI. GLOSSARY OF DEFINED TERMS**

- **Advisor:** A person selected by a Complainant or Respondent to assist them during the Grievance Process; or appointed by CRCDS to support Complainant or Respondent pursuant to this Policy.
- **Administrative Leave:** Temporary separation from a person's job, with or without pay and benefits intact, as determined by CRCDS and any relevant obligations binding CRCDS.
- **Appeal:** An objective review of the prior process (including Dismissal of a Formal Complaint) and outcome, unless new evidence must be considered.
- **Appeal Decision-maker:** An individual or a group of people that makes decisions when Parties submit an Appeal. An Appeal Decision-maker cannot be the Investigator, the Title IX Coordinator or members of the Hearing Board.
- **Appellant:** A person who files an Appeal.
- **Business Days:** Any day, excluding Saturday, Sunday, and federal and state holidays.
- **Campus Official:** An Employee of CRCDS who has authority to institute corrective measures on behalf of CRCDS.
- **Complainant:** An individual who is alleged to have been the target of conduct that could constitute Title IX Sex Discrimination under this Policy, whether or not the individual has filed a Formal Complaint.
- **Consent:** Affirmative Consent is a knowing, voluntary, and mutual decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate Consent. The definition of Consent does not vary based upon a participant's sex, sexual orientation, gender identity, or gender expression.
- **Consent to any sexual act or prior consensual sexual activity between or with any Party does not necessarily constitute Consent to any other sexual act.**
- **Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol.**



- Consent may be initially given but withdrawn at any time.
- Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot Consent. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other intoxicants may be incapacitated and therefore unable to Consent.
- Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm.
- When Consent is withdrawn or can no longer be given, sexual activity must stop.
  - This definition is required by New York State Education Law Article 129B.
- Credibility: The worthiness of belief of information shared by a Party or a Witness.
- Cross-examination Questions: Relevant questions and follow-up questions, including questions challenging Credibility. Cross-examination Questions are intended to give both Parties equal opportunity to meaningfully challenge the plausibility, reliability, Credibility, and consistency of the information provided by the other Party and Witnesses so that the outcome of each individual case is more likely to be factually accurate.
- Dating Violence: Violence committed by a person: (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and, (b) where the existence of such a relationship shall be determined by (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. Title IX requires that CRCDS use this definition, from 34 U.S.C. 12291(a)(10).
- Decision-maker: A person or persons designated to conduct Live Hearings, to decide whether or not a violation of this Policy has or has not occurred, to determine disciplinary sanctions and Remedies when a violation has occurred, and/or to decide Appeals. Decision-makers may or may not be Employees of CRCDS. Decision-makers are trained on the definition of Title IX Sex Discrimination, the scope of CRCDS' program or activity, the Grievance Process, Relevance, the technology to be used at a hearing, how to conduct hearings and Appeals, and how to serve impartially.
- Determination of Responsibility or No Responsibility: A determination by the Hearing Board regarding whether or not the Respondent violated this Policy.
- Domestic Violence: Violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state. Title IX requires that CRCDS use this definition, from 34 U.S.C. 12291(a)(8).
- Education Program or Activity: Locations, events or circumstances over which CRCDS exercised substantial control over the Respondent and the context in which the conduct allegedly constituting Title IX Sex Discrimination occurred. Education program or Activity includes any building owned or controlled by CRCDS and/or by a student organization that is officially recognized by CRCDS.
- Emergency Removal: A decision to remove a Respondent after an individualized analysis concluding that there is an immediate threat to the physical health or safety of any student or other individual arising from allegations of Title IX Sex Discrimination. Respondents can request review of an Emergency Removal.
- Employee: Faculty, staff, administrator, and any other individual employed by CRCDS in any capacity or role, except an Employee does not include a CRCDS Employee who is also enrolled as a full-time student of CRCDS.
- Exculpatory Evidence: Evidence that shows or suggests that a Respondent did not engage in the alleged Title IX Sex Discrimination.
- Facilitator: A person or persons designated to facilitate an Informal Resolution of a Formal Complaint. Facilitators may or may not be Employees of CRCDS. Facilitators are trained on the definition of Title IX Sex Discrimination, the scope of CRCDS' program or activity, how to conduct an Informal Resolution process, and how to serve impartially.

- **Formal Complaint:** A document signed by a Complainant or a Title IX Coordinator alleging Title IX Sex Discrimination against a Respondent(s) and requesting that the allegation(s) be investigated.
- **Findings of Fact:** A Hearing Board’s decision regarding what occurred.
- **Grievance Process:** The process for investigating and resolving a Formal Complaint.
- **Hearing Board:** A single Decision-maker or group of Decision-makers who conduct the Live Hearing. Regardless of a Hearing Board’s composition, the Decision-makers will be referred to as the Hearing Board. The Hearing Board cannot be the same person(s) as the Title IX Coordinator or the Investigator.
- **Inculpatory Evidence:** Evidence that shows or suggests that a Respondent engaged in the alleged Title IX Sex Discrimination.
- **Informal Resolution:** A voluntary process that allows the Parties and CRCDS to engage in discussions in an attempt to come to an agreement to resolve a Formal Complaint that does not involve a full investigation and/or hearing and adjudication. This process is not available when a Formal Complaint alleges that an Employee has engaged in Title IX Sex Discrimination toward a student.
- **Investigator:** A person or persons, internal or external to CRCDS, designated by CRCDS to investigate the allegations of a Formal Complaint. An Investigator may also be the Title IX Coordinator but may not be a member of the Hearing Board or the Appeal Decision-maker. Investigators are trained on the definition of Title IX Sex Discrimination, the scope of CRCDS’ program or activity, the Grievance Process, Relevance, how to conduct an investigation, how to create an investigation report, and how to serve impartially.
- **Live Hearing:** A hearing where all Parties can see and hear each other in real time, whether in the same location or connected via technology.
- **Notice of Dismissal:** written notice of the Title IX Coordinator’s decision to dismiss a Formal Complaint, including the basis of the decision. A Party may submit an Appeal of a dismissal of a Formal Complaint.
- **Notice of Informal Resolution:** As applicable, a Notice of Informal Resolution will be sent to the Parties simultaneously following receipt of each Party’s completed Consent to Informal Resolution form.
- **Notice of Investigation:** A written notice to the Parties commencing the Grievance Process.
- **Notice of Live Hearing:** The letter sent to the Parties detailing and providing notice of the allegations falling within the scope of this Policy that will proceed to a Live Hearing.
- **Party or Parties:** Individuals who are Complainants and Respondents in a Grievance Process. When referencing the Complainant, the Respondent may be referred to as the “other Party” and when referencing the Respondent, the Complainant may be referred to as the “other Party.”
- **Procedural History:** A section of the Written Determination describing the procedural steps taken from the receipt of the Formal Complaint through the determination, including notifications to the Parties; the date Respondent received the Notice of Investigation; the investigation process; and hearings held.
- **Regarding the description of the investigation process, the Procedural History section should include:** which Parties and Witnesses were interviewed and when; site visits; methods used to gather evidence; what type of evidence was reviewed; and the process undertaken to inspect and review the evidence and to disseminate the investigation report, including timelines. The Written Determination should include any actual or perceived procedural issues. For example, if a process was delayed for good cause, that delay should be explained in the Written Determination. Likewise, if the Parties requested that the Investigator follow certain “leads” that the Investigator was not reasonably able to pursue based on a lack of time, resources, or the unavailability of Witnesses, that should be addressed in the timeline.
- **Procedural Irregularity:** A failure to follow CRCDS’ own procedures.
- **Prohibited Conduct:** Five types of Title IX Sex Discrimination that violate Title IX and this Policy: (1) Title IX Sexual Harassment; (2) Sexual Assault; (3) Dating Violence; (4) Domestic Violence; and (5) Stalking.
- **Rape Shield Protections:** Protects Complainants from questions about or submission of evidence regarding the Complainant’s sexual predisposition or, except in very limited circumstances, Complainant’s prior sexual behavior.
- **Relevance:** Information that is relevant directly relates to the allegations in dispute, and, therefore, is

probative of a material fact concerning the allegations. Information that is not relevant includes: information protected by a legally recognized privilege; evidence about a Complainant's prior sexual predisposition; evidence about a Complainant's prior sexual behavior unless offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or offered to prove Consent, where Consent is at issue (and it concerns specific instances of sexual behavior with Respondent); any Party's medical, psychological, and similar records unless the Party has given voluntary, written consent; Party or Witness Statements that have not been subjected to Cross-examination at a Live Hearing; and evidence duplicative of other evidence.

- Remedies: Measures taken by CRCDS following a Determination of Responsibility on the part of Respondent designed to restore or preserve equal access to CRCDS' Education Program or Activity. Remedies may be disciplinary or punitive and may burden the Respondent; such Remedies are referred to as Sanctions.
- Report: The submission of information to the Title IX Coordinator or a Campus Official regarding a potential violation of this Policy. A Report is not a Formal Complaint and, therefore, does not trigger the Grievance Process.
- Respondent: Any individual who has been alleged to have engaged in conduct that could violate this Policy.
- Retaliation: Intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve Title IX Sex Discrimination, but arise out of the same facts or circumstances as a Report or Formal Complaint of Title IX Sex Discrimination, for the purpose of interfering with any right or privilege secured by Title IX or this Policy.
- Sanctions: Disciplinary or punitive measures imposed on a Respondent by CRCDS following a Determination of Responsibility on the part of Respondent.
- Sexual Assault: Any conduct that would constitute a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. Sexual Assault includes the following Prohibited Conduct:
  - Rape (Except Statutory Rape) - the carnal knowledge of a person, without the Consent of the person, including instances where the person is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity. "Carnal knowledge" means contact between the penis and the vulva or the penis and the anus, including penetration of any sort, however slight.
  - Sodomy - oral or anal sexual intercourse with another person, without the Consent of the person, including instances where the person is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity.
  - Sexual Assault with An Object - to use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the Consent of the person, including instances where the person is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity.
  - Fondling - touching of the private body parts of another person for the purpose of sexual gratification without the Consent of the person, including instances where the person is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity.
  - Incest - nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - Statutory Rape - nonforcible sexual intercourse with a person who is under the statutory age of consent.
  - Title IX requires that CRCDS use this definition, from 20 U.S.C. 1092 (f)(6)(A)(v).
- Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (a) fear for their safety or the safety of others; or (b) suffer emotional distress. Title IX requires that CRCDS use this definition, from 34 U.S.C. 12291(a)(30).
- Standard of Evidence: The Standard of Evidence reflects the degree of confidence that a Decision-maker has in the correctness of the factual conclusions reach. CRCDS will apply the clear and convincing

Standard of Evidence to matters falling under the Policy. CRCDS will apply the clear and convincing standard of evidence, which is met when the evidence demonstrates that an allegation is substantially more likely than not to be true. The evidence must be clear, unequivocal, satisfactory, and convincing.

- Statement: Evidence that constitutes a person’s intent to make factual assertions.
- Supportive Measures: Non-disciplinary and non-punitive services that are offered, without fee or charge, by CRCDS on an individualized basis to a Complainant or Respondent that are designed to restore or preserve equal access to CRCDS’ Education Program or Activity without unreasonably burdening the other Party.
- Title IX Coordinator: The person or persons designated by CRCDS as a Title IX Coordinator, including any persons designated as an “acting,” “deputy” or “interim” Title IX Coordinator. In the event that special circumstances require the Title IX Coordinator to delegate responsibilities, the term also includes the Title IX Coordinator’s delegate.
- Title IX Sex Discrimination or Discrimination: Discrimination on the basis of sex prohibited by Title IX (20 USC 1681, et seq.), Title 34 CFR Part 106, and this Policy in the form of (1) Title IX Sexual Harassment; (2) Sexual Assault; (3) Dating Violence; (4) Domestic Violence; and (5) Stalking. See also Prohibited Conduct.
- Title IX Sexual Harassment: Conduct on the basis of sex that satisfies one or more of the following:
  - An Employee of CRCDS conditioning the provision of an aid, benefit, or service of CRCDS on an individual’s participation in unwelcome sexual conduct; or
  - Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to CRCDS’ Education Program or Activity.
- Witness: A person who has seen, heard or otherwise has knowledge or information relevant to an alleged violation of this Policy, but not including the Investigator. The Investigator and Hearing Board meet with Witnesses at their request and at the suggestion of the Parties.
- Written Determination: A letter delivered simultaneously to the Parties that describes the Hearing Board’s decision regarding responsibility, which must be supported by evidence.

<sup>[1]</sup> The Title IX regulations found at 34 CFR Part 106 refer to the five forms of Title IX Sex Discrimination ((1) Title IX Sexual Harassment; (2) Sexual Assault; (3) Dating Violence; (4) Domestic Violence; and (5) Stalking) as Title IX Sexual Harassment, even though one of the five forms of sexual harassment is also called sexual harassment. For clarity and to avoid confusion, this Policy refers to the five forms of prohibited conduct as Title IX Sex Discrimination. Each type of conduct is defined separately in this Policy (*See* Glossary at Section XVI).

<sup>[2]</sup> Under the Clery Act, CRCDS must assess reported conduct for the need for a timely warning and, as applicable, enter the Report into CRCDS’ daily crime log.

# **APPENDIX I — STUDENTS AND THE DECISION- MAKING PROCESS**

Since 1969, students have been invited to participate at appropriate levels in the decision-making process at Colgate Rochester Crozer Divinity School (CRCDS).

## **The Student Body**

The purpose of the Student Body shall be to promote the interests of students and the CRCDS Community. To this end, the Student Body will elect representatives to provide leadership in the area of student and community concern and represent students in dealings with other bodies within the school as well as with bodies outside of it. It will be the responsibility of the elected Student Cabinet to take initiative in setting goals and in pressing for full participation in decision-making organizations at the school.

Membership of the Student Body shall be comprised of all students who pay a student activities fee at CRCDS. All students will pay a student activities fee each semester of enrollment on a per-course basis.

Members of the Student Body shall be entitled to vote in all elections of the organization for officers and representatives, on budgets, on constitutional questions, on statements and documents, as well as proposals for action. (See *Constitution of the Student Organization*.)

## **Student Cabinet**

### **Small Cabinet Protocol**

The Student Body shall elect a Student Cabinet to represent them. The Student Cabinet shall consist of: the President, the Vice President, three members-at-large (who must all be current Student Body members that have completed two contiguous semesters in which the student activities fee was paid by the time of assuming office), one representative from the Doctor of Ministry program, and one representative from the incoming class (any Student Body member that at the time of assuming office has completed less than two semesters in which the student activities fee was paid). The Secretary will then be selected internally by the Student Cabinet from among the four members-at-large.

### **Large Cabinet Protocol**

In addition to those members included under Small Cabinet protocol, one representative from each recognized student group that satisfies the criteria established in Article II, Section 1 of the Student Constitution, including the Worship Committee, will be counted as members of the Student Cabinet for voting and quorum purposes.

## **The Board of Trustees**

The Board of Trustees of CRCDS, which serves as the policy-making body of the school, regularly meets three times per academic year. Faculty, staff and student representatives participate as observers at the meetings of the Board of Trustees and at the meetings of the Executive Committee.

## APPENDIX II — CAMPUS ORGANIZATIONS

In addition to the participation of students in the central decision-making structures of the school, a number of special interest student groups have been organized. The existence of a wide spectrum of such programs makes it appropriate for the establishment of certain guidelines that define the relationship between Colgate Rochester Crozer Divinity School (CRCDS) and such organizations, and the normal avenues of access by these student groups to school facilities and services.

### Recognized Student Groups

Upon advice of the Student Cabinet, Director for Student Support Services/Coordinator for Spiritual Care and the Vice President for Academic Affairs may grant the status of "recognized student group" to certain associations of students, faculty, and staff members. The following student groups hold recognized status (an asterisk indicates current active status):

Baptist Alliance	*Black Student Caucus	Open & Affirming Student Caucus
Reformed Fellowship	Unitarian Universalist Caucus	*Wesley Society
*Student Cabinet	*Anglican Student Guild	*Worship Committee

\*Gender Sexual and Racial  
Justice Student Group

Non-Denominational Caucus

The policy and procedures by which student groups may obtain such recognized status are as follows: the Director for Student Support Services/Coordinator for Spiritual Care shall report to the Student Cabinet the judgment of the Office of Academic Affairs that a student group is formed for purposes consistent with those of the School as defined by its mission (purpose) statement.

The Vice President for Academic Affairs shall previously have ascertained that the student group is marked by the following characteristics:

- It has a written statement of purpose, goals, objectives, and mode of operation.
- Its purposes and activities do not violate standards of community life as set forth in the *Student Handbook* or in statements of the faculty and trustees.
- Its membership consists predominantly of persons officially related to the School (matriculated students, faculty, staff members, spouses, trustees, alumni/ae, etc.) and includes a significant number of at least one of these constituencies.
  - Its membership is open to all persons who subscribe to the purposes of the student group.
- It has provided for full participation of its members in decisions in regard to program and activities.

Recognition will continue for an indefinite period, subject to review at the discretion of the Vice President for Academic Affairs or the Student Cabinet.

Organizations that are granted recognition will be afforded the following privileges: priority use of physical facilities of the School under procedures established by the Administration of the School.

## **Other Student Groups**

Other groups, while bearing no recognized status at CRCDS, may seek from the appropriate agents of the school permission to use school facilities under rules governing their use. All student groups, whether bearing recognized status or not, will be expected to make clear to their membership and to the public that they speak and/or act in their own name only and do not represent CRCDS as an institution. Failure to do so will result in the revocation of all privileges and services.



# **APPENDIX III — CONSTITUTION OF THE MATRICULATED STUDENT BODY**

## **PREAMBLE**

The name of this body shall be “The Matriculated Student Body of Colgate Rochester Crozer Divinity School (CRCDS)” hereafter referred to as the “Student Body.”

The purpose of the Student Body shall be to promote the interests of the students and the CRCDS Community. To this end, the Student Body will elect representatives to provide leadership in the areas of student and community concern and represent students in conversations with other bodies within the School as well as with bodies outside school boundaries. It will be the responsibility of the elected Student Cabinet to take initiative in setting goals and in pressing for full participation in decision-making organizations at the School.

## **ARTICLE I – STUDENT BODY**

### **Section 1: Membership**

The entirety of Article I, Section 1, is established as common protocol.

Membership of the Student Body shall be comprised of all students paying an activities fee at CRCDS. All students classified as master level students for credit will pay a student activities fee each semester of enrollment on a per-course basis. Members of the Student Body are encouraged to bring concerns and suggestions to the Student Cabinet throughout the academic year. After the Fall Semester Drop/Add period has concluded, the Student Cabinet will request to be informed by the Dean of Students of the number of CRCDS students who satisfy the criteria for Student Body membership. The number of students who satisfy membership criteria at the conclusion of the Fall Semester Drop/Add period will determine whether Student Body governance will follow Small or Large Cabinet protocol until the following Fall Semester Drop/Add period has concluded. If the Student Body consists of fifty students or less, Student Body governance will follow Small Cabinet protocol. If the Student Body consists of more than fifty students, Student Body governance will follow Large Cabinet protocol. Common protocol applies in both cases. The Student Cabinet President will announce the numerical size of the Student Body and the accompanying protocol for the year in an email to the Student Body. The Student Cabinet Secretary will also make a note in the minutes of the first Student Cabinet meeting following the determination of membership and protocol containing the numerical size of the Student Body and the accompanying protocol for release with the minutes of said meeting.

### **Section 2: Governing Authorities**

The entirety of Article I, Section 2, is established as common protocol.

A copy of the Student Body's Constitution shall be included in the *Student Handbook*, which is made available on the CRCDS website. All elected officers of the Student Cabinet, recognized student group representatives, and participating members of the Student Body are to abide by the standards put forward in the Student Handbook, the Student Body Constitution, and Robert's Rules of Order.

## Section 3: Powers and Rights

### **Small Cabinet Protocol**

Members of the Student Body shall be entitled to vote in all elections of the organization; for officers and representatives, and on constitutional questions. Any member of the Student Body who is present at the beginning of a meeting of the Student Cabinet is entitled to a vote on all decisions made in that meeting. Attendance will be taken at the beginning of the meeting by the Student Cabinet Secretary and recorded in the minutes.

### **Large Cabinet Protocol**

Members of the Student Body shall be entitled to vote in all elections of the organization; for officers and representatives, and on constitutional questions. Any member of the Student Body may attend meetings of the Student Cabinet and may speak if recognized to do so in accordance with Robert's Rules of Order. At large members of the Student Body are not entitled to a vote in Student Cabinet meetings under Large Cabinet protocol.

## **ARTICLE II – STUDENT CABINET**

### Section 1: Membership

#### **Small Cabinet Protocol**

The Student Body shall elect a Student Cabinet to represent them. The Student Cabinet shall consist of: the President, the Vice President, three members-at-large (who must all be current Student Body members that have completed at least two contiguous semesters in which the student activities fee was paid by the time of assuming office), one representative from the Doctor of Ministry program, and one representative from the incoming class (any Student Body member that at the time of assuming office has completed less than two semesters in which the student activities fee was paid). The Secretary will then be selected internally by the Student Cabinet from among the three members at large.

Recognized student groups may assign a member of the Student Body as their representative at the Student Cabinet to speak on their behalf in accordance with the common protocol that follows in this section. Such representatives will not be considered in calculation of quorum and will not be entitled to a vote in virtue of their status as a representative. However, such representatives will still be allowed to vote as members at large of the Student Body in accordance with Article I, Section 3 of this constitution.

#### **Large Cabinet Protocol**

The Student Body shall elect a Student Cabinet to represent them. The Student Cabinet shall consist of: the President, four members-at-large (who must all be current Student Body members that have completed at least two contiguous semesters in which the student activities fee was paid by the time of assuming office) one representative from the incoming class (any Student Body member that at the time of assuming office has completed less than two semesters in which the student activities fee was paid) and representatives from each recognized student group, including the Worship Committee. Representatives

from recognized student groups that meet the internal criteria will be entitled to a vote in Student Cabinet meetings and considered in the calculation of quorum under Large Cabinet protocol.

There are two internal criteria that a recognized student group must meet in order to obtain voting and quorum privileges: (1) A recognized student group must total at least ten percent of the Student Body population, AND (2) A recognized student group must also meet at least twice per semester, to include the taking of minutes and releasing of said minutes publicly to the CRCDS community. Recognized student groups that do not meet these criteria may still designate a representative to attend meetings of the Student Cabinet, but this representative will not be counted for voting and quorum purposes.

In the event that there is one shared representative for two student groups, that person may represent both student groups for purposes of determining quorum but will not receive two votes.

### **Common Protocol**

Student groups may gain recognition according to the policies and procedures set forth in Appendix II of the Student Handbook. Each recognized student group is responsible for identifying a representative and an alternate, by whatever methodology works for that student group.

Representative identification shall be made before the Student Cabinet's first meeting of the academic year. The identified representative or alternate is expected to participate in all meetings of the Student Cabinet if they are entitled to voting privileges and are counted for calculation of quorum.

Communications between the representative and the alternate and with their respective student group is the responsibility of the representative.

All student group representatives and alternates are required to be members of the Student Body as defined by Article I, Section 1 of the Student Body Constitution.

Under no circumstances will an individual receive more than one vote under either the Small or Large Cabinet protocols.

Exception to the six-person Student Cabinet is to be made for the 2019-2020 Student Cabinet. The 2018-2019 Student Body, by way of electoral irregularities officiated by the 2018-2019 Student Cabinet, elected a President, Vice President, Secretary, and four members at large (plus the forthcoming Junior Class Representative) rather than selecting the Vice President and Secretary from among the four at large members in accordance with Article III, Sections 2 & 3.

## **Section 2: Powers and Responsibilities.**

The entirety of Article II, Section 2, is established as common protocol.

a. Committees: The cabinet shall have the power to appoint its own committees. These may be standing committees, term-limited committees, or task forces. Committees may include students who are not cabinet members, but at least one member of each committee shall be from the cabinet. Such committees, however, may function if the cabinet member fails to attend scheduled meetings.

b. Selection of Representatives: The cabinet shall insure that elections are held for student officers and that committee appointments are made as requested by other persons or organizations within the School. The cabinet shall appoint persons to fill committee vacancies promptly. In this way, the cabinet shall be responsible for promoting student input and involvement in school decision-making. Regarding the election of student officers, calculation of the vote will be observed and ratified by the Dean of Students

or their assigned, non-student appointee to prevent electoral fraud.

c. Student Government Finances: The Student Cabinet, in consultation with the Director for Student Support Services/Coordinator for Spiritual Care, shall be ultimately responsible for allocation of funds from student activities fees as reported by the CRCDS finance office. Such funds will be allocated to those recognized student groups that:

1. have finances accounted for and administrated by the CRCDS finance office, and(2) submit a written proposal for such an allocation. The format for such proposals and timetables that include proposal due dates and decision communications dates shall be determined by the Student Cabinet during its first meeting of the academic year. Proposals shall include the amount being requested and an explanation of how allocated monies will be spent. Proposals may include plans for one semester or an entire academic year. There is no guarantee that each student group will get any or all of the funds being requested.

- The Student Cabinet shall not make any allocation determinations prior to receiving, from the CRCDS business office, a report of the entire amount to be considered for each semester.

- The Student Cabinet shall communicate allocation decisions and the rationale for decisions to those recognized student groups requesting funds in any manner the cabinet deems appropriate.

d. The Student Cabinet shall annually review the Constitution of the Matriculated Students (this document) for updates to policy and procedures.

e. Student Body: The Cabinet shall be responsible for calling meetings of the Student Body. The Cabinet shall also be responsible for soliciting concerns and suggestions from members of the Student Body according to a schedule and methodology deemed appropriate by the Student Cabinet during its first meeting of the academic year.

## ARTICLE III – OFFICERS

The entirety of Article III is established as common protocol.

### Section 1: President

a. Election: The election of the President of the Student Body, who also serves as the President of the Student Cabinet, shall be in accordance with election procedures contained herein.

b. Administrative Duties: The President shall represent the Student Body. The duties of the President of the Student Body shall be in accordance with those duties outlined in the latest edition of Robert's Rules of Order, including preparing an agenda for each meeting, to be distributed to the members prior to the meeting.

c. Representative Capacity: The President of the Student Body shall represent this Body on any committees deemed appropriate by the Student Cabinet, Student Body or upon request of the School administration. If needed, and with approval by a vote of the Student Cabinet, the President may identify a designee for such purposes. Such a designee shall be identified from among the membership of the Student Cabinet.

d. Committees: Subject to cabinet approval, the President shall appoint a chairperson to each cabinet committee, if necessary, following the appointment of the students by the cabinet.

## Section 2: Vice President

- a. Election: The Student Cabinet shall elect the Vice President from among its members at its first meeting of the academic year.
- b. Administrative Duties: The Vice President shall officiate at Student Cabinet meetings in the absence of the President. Otherwise, the Vice President shall serve as a member-at-large.

## Section 3: Secretary of the Student Cabinet

- a. Election: The Secretary of the Student Cabinet shall be elected from among the Student Cabinet membership, by a majority vote of those present at the first Student Cabinet meeting of the academic year.
- b. Administrative Duties:
1. Take minutes of all cabinet meetings and any other Student Body meetings, and be responsible for keeping records of all cabinet correspondence, reports, etc.
  2. Distribute minutes to each cabinet member prior to the next meeting, post such minutes publicly, and distribute them to the President, Vice President for Academic Affairs, Director for Student Support Services/Coordinator for Spiritual Care.after approval by the Cabinet.
  3. Ensure all records are passed onto the succeeding Student Cabinet in a timely fashion.

## Section 4: Student Representatives

- a. Election: The Student Cabinet members-at-large (all those except the President and recognized student group representatives) shall be elected in accordance with election procedures contained herein.
- b. Duties: The members-at-large shall represent the interests and concerns of the Student Body.

## Section 5: Junior Class Representative (any Student Body member who has not completed 2 full semesters of class)

- a. Election: The Junior Class Representative shall be elected exclusively by members of the junior class after the first meeting of the Student Cabinet and within six weeks of the start of the academic year election and will follow procedures contained herein.
- b. Duties: The Junior Class Representative shall serve in accordance with the rules of the other student members-at-large until general elections early in the spring, at which time the term expires.

## **ARTICLE IV – ELECTIONS**

The entirety of Article IV is established as common protocol.

### **Section 1: Introduction**

A general election for the President and four members-at-large of the Student Cabinet shall be held each spring at a time to be designated by the Cabinet. Election for the Junior Class Representative shall be held in the fall, in accordance with policy set forth above. Any student in good academic standing who satisfies the criteria established in Article II, Section 1 may run for office.

Notice of elections shall be given to the Student Body at least two weeks prior to the elections. Such notice shall be distributed via the campus-wide CRCDS email distribution list and be posted publicly. Seats vacated by members at large during any given academic year shall be filled by the runner-up candidate who received the highest vote count in the general election.

The general election and Junior Class Representative election shall be conducted by the Student Cabinet or any subcommittee created by the Student Cabinet for such purpose. Elections will also be observed and ratified by the Director for Student Support Services/Coordinator for Spiritual Care or their assigned, non-student appointee to prevent electoral fraud.

The Student Cabinet or its assigned Nomination Subcommittee shall supervise the nominating process to include putting out a general call for nominations, the campaign, and the voting. They shall count the ballots and declare the winners under the observation of the Director for Student Support Services/Coordinator for Spiritual Care or their assigned, non-student appointee. In the case of a tie, they shall also supervise the run-off election under the observation of the Dean of Students or their assigned, non-student appointee.

### **Section 2: Election Procedures**

The general election in the spring shall require a combined quorum of thirty-three percent (33%) of the total number of master's level students who paid the student activities, the Student Body, based on both paper and electronic voting submissions.

For the office of President of the Student Body the nominee receiving the largest number of votes cast shall be declared the winner. In the event that there is a presidential tie, another vote will be immediately taken and include only those candidates that have tied.

Of those candidates running as members-at-large, the four candidates with the highest vote totals shall be declared the winners. In the event of a tie for the at-large positions, the Cabinet may be extended to include five at-large positions for that year only; returning to a four-position slot vote the following year. In the event that there is a three-way or larger tie another school-wide vote will be taken, including only those candidates who had tied.

In the election for the Junior Class Representative, the nominee who receives the largest number of votes cast shall be declared the winner. Quorum for this election shall be twenty-five percent (25%) of the whole junior class.

Voting shall take place through the CRCDS email system and shall be conducted for a full calendar week. Members of the Student Cabinet or their appointees shall supervise all voting under the observation of the

Director for Student Support Services/Coordinator for Spiritual Care or their assigned, non-student appointee.

Results of the election shall be posted immediately upon the determination of the winners, to include ratification by the Director for Student Support Services/Coordinator for Spiritual Care , and by publishing the names of the winners in an email announcement sent to the campus-wide CRCDS distribution lists.

### Section 3: Terms of Office.

The President shall take office one week after the posting of the election results, and shall hold office until one week after her/his successor is elected. Within this one-week period, there shall be a joint transition meeting between the outgoing and the incoming cabinet.

The junior class representative shall take office one week after the posting of election results and shall hold that office until one week after the posting of election results for the new junior class representative. Within this one-week period, there shall be a transition meeting between the outgoing and the incoming junior class representative.

## ARTICLE V – MEETINGS

### Section 1: Student Cabinet

#### **Small Cabinet Protocol**

Quorum will be established by fifty percent (50%) attendance of the elected officers of Student Cabinet. While any member of the Student Body who is in attendance at the beginning of the meeting may vote under Small Cabinet protocol, only the elected officers will be included for purposes of quorum.

#### **Large Cabinet Protocol**

Quorum will be established by fifty percent (50%) attendance of the elected officers and recognized student group representatives who are qualified to vote. While non-voting recognized student group representatives and members of the Student Body are encouraged to attend Student Cabinet, only the elected officers and voting recognized student group representatives will be included for purposes of quorum.

#### **Common Protocol**

The Student Cabinet shall meet regularly on a bi-weekly or monthly basis as determined by the Student Cabinet at their first meeting of the academic year. Special sessions of the Student Cabinet may be called at other times at the discretion of the President of the Student Cabinet. Meetings of the Student Cabinet shall be open to members of the Student Body. Agenda for each meeting of the Student Cabinet shall be distributed to the Student Body through the CRCDS email distribution list and posted in public places at least one week prior to each meeting.

The President of the Student Body shall preside over the Cabinet, without vote except in the case of a tie. In the President's absence, the Vice President of the cabinet shall preside. The President shall also prepare the agenda for each meeting and distribute it to the members prior to the meeting.

Each meeting agenda shall include review of financial reports.

The Secretary of the Cabinet shall email a draft version of meeting minutes to cabinet members within one after each meeting. Members will be given one week to provide feedback and participate in electronic discussion. Within two weeks of each meeting an electronic vote will be taken to approve the minutes which the Secretary will then distribute these approved minutes to members of the student body via the CRCDS email distribution list and will post approved minutes in a public place.

The President or any three members of the Cabinet consisting of the Vice President, Secretary, and members-at-large, may call a Student Cabinet meeting. There shall be at least two days written or electronic notice of the meetings, except in emergencies, when two-thirds (66%) of the Cabinet members can agree to waive this requirement.

Meetings shall be conducted according to the spirit of Robert's Rules to allow for a smooth flow of the meeting.

If any Cabinet member misses two consecutive meetings of the Cabinet or a Cabinet Committee of which they are a part, without prior documented excuse, the President of the Cabinet (or designee) shall contact said member to inquire as to continued interest in serving on the Student Cabinet. If any Cabinet member misses three consecutive meetings of the Cabinet or a Cabinet Committee of which they are a part, without a prior documented excuse, the Cabinet has the power to declare said position vacant and to follow procedures for filling the seat declared vacant.

## Section 2: Student Body

The entirety of Article V, Section 2, is established as common protocol.

The Student Body shall meet on an as needed basis as determined by the Student Cabinet. A written notice shall be posted publicly and an electronic notice shall be emailed to the campus-wide CRCDS distribution list at least two weeks prior to any meeting. The Cabinet shall determine the date of these meetings. An agenda shall be posted and made available in advance. Those members of the Student Body in attendance shall constitute a quorum. The Student Cabinet President shall preside over the meeting. Meetings shall be conducted according to the spirit of Robert's Rules to allow for a smooth flow of the meeting.

## **ARTICLE VI – REFERENDUM AND RECALL**

The entirety of Article VI is established as common protocol.

### Section 1: Referendum

Upon formal petition of fifty percent (50%) of the student body, a decision by the Student Cabinet may be appealed. The Student Cabinet, through the person of the Student Cabinet President, shall call a meeting of the Student Body in accordance with the meeting procedures set forth herein. Such meetings will discuss and act on alternatives to the disputed decision. A two-thirds (66%) majority vote of the total Student Body is needed to overturn the original decision.

### Section 2: Recall



Upon formal petition of fifty percent (50%) of the Student Body, the recall of a duly elected officer to said body may be proposed. This petition must include the grievance for which the recall is being initiated. A vote must be taken within two weeks of the presentation of the petition. This vote shall be done according to general election procedures and percentages. A two-thirds (66%) majority of the total Student Body, is required to remove that officer from the elected position.

## **ARTICLE VII – AMENDMENTS**

The entirety of Article VII is established as common protocol.

### **Section 1: Initiation**

Amendments to the constitution may be proposed by any member of the Student Body upon written petition signed by fifty percent (50%) of the Student Body. The Student Cabinet may by a majority vote at a Student Cabinet meeting where quorum has been established, propose an amendment without a petition.

### **Section 2: Submission**

A proposed amendment to this constitution shall be submitted for a vote of approval by the Student Body according to election procedures set forth herein, to include observation and ratification of the voting results by the Director for Student Support Services/Coordinator for Spiritual Care or their assigned, non-student appointee. The proposed amendment shall be posted for at least two weeks in advance of the vote, in several conspicuous places on campus and e- mailed to the campus-wide CRCDS distribution list.

### **Section 3: approval**

A proposed constitutional amendment shall be adopted if a two-thirds (66%) majority of the Student Body through online totals, approve such amendments. Amendments shall be in effect immediately upon ratification.

*Adopted February 1981. Revised April 1984, October 1989, April 2011, September 2012, October 2019.*

# APPENDIX IV — STUDENT IDENTITY VERIFICATION POLICY

## Scope

This policy applies to all credit-bearing, including distance learning, courses or programs offered by Colgate Rochester Crozer Divinity School from application for admission, to a student's graduation, transfer, or withdrawal from the School. This policy also applies to instances when a student needs to complete any administrative process or academic requirement remotely.

## Policy Statement

The purpose of this policy is to ensure that Colgate Rochester Crozer Divinity School complies with the provisions of the United States Federal Higher Education Opportunity Act (HEOA), which requires colleges and universities to have processes in place to ensure that the student registered for a credit-bearing course(s) is the student participating in the course(s), completing the course(s), and receiving academic credit for the course(s). The School ensures compliance with the HEOA as follows:

## Admissions Procedures

- Student must submit original and/or notarized documentation such as transcripts
- After admissions, the student verifies identification by using CRCDS's secure login and password which are provided once the student has been fully admitted
- Once the student has access to the School's learning management system (LMS) and prior to the commencement of taking any classes as CRCDS, the student must upload a CRCDS-approved (i.e., clear headshot) photo to their student profile

## Orientation/Registration Procedures

Students will be required to complete verification that they have read and understand the following policies as outlined in the acknowledgment statement below in order to complete the registration process.

*I acknowledge that I am responsible for knowing and abiding by the policies found in the [Student Handbook](#). I understand that failure to comply with these policies may cause interruption to access to CRCDS Learning Management System as well as course access. Specifically, I have read, understand, and will adhere to the following:*

- *Student Code of Conduct*
- *Statement on Academic Dishonesty*
- *Acceptable Use Policy*
- *Identity Verification Policy*

Students will not be allowed to register for classes until they have completed their verifications, enrollment

agreement, and orientation. Additionally, a photocopy of a valid driver's license or state-issued photo ID card must be submitted to the Registrar during the student's initial registration at the School.

### **Academic Procedures:**

- Within each registered course, the student must affirm having read the course syllabus. Each instructor will determine how the student affirmation will be obtained
- For all courses that are offered using video conferencing as a method for synchronous learning, students must be able to confirm their identity using a webcam for at least a portion of each session

Faculty are to acknowledge their efforts to confirm students' identities during the submission of final grades by completing the following acknowledgement.

The following instructor acknowledgment appears on the grade roster submission: *By submitting final grades, I attest that I am aware of the School's Student Identity Verification Policy and Procedures and affirm I have verified each student's identity through means outlined in the Student Identity Verification Policy.*

## **Enforcement of Policy and Procedures**

### **Staff Responsibility**

After a student has been through the admission process and is accepted to attend, CRCDS's outsourced Information Technology department, Entre Computer Services, is responsible for creating a secure, unique login and password for the accepted student using a FERPA compliant procedure.

Both the CRCDS Office of Admissions and the CRCDS Office of the Registrar maintain student biographic, demographic, admission and enrollment records in the CRCDS Student Information System (SIS).

All sensitive data, including FERPA-governed and enrollment related records, are presented to students via encrypted transport methods, predominantly encrypted email. Access to such information requires the student's own valid CRCDS credentials.

*When a student first logs in, they are prompted to set up security questions that allow electronic retrieval of their password if the student forgets their password. Students may reset their password by visiting the password reset link in Microsoft or Populi.*

Entre Computer Services offers remote technical support to students via a dedicated telephone line as well as email support. Prior to offering support to any student, Entre personnel verify students' identities using the student's telephone number provided to the School during the admissions process.

### **Faculty Responsibility**

In addition to the final grade acknowledgment, faculty are asked to also consider the following teaching methods for verifying student identity:

- Make academic integrity part of the culture. Communicate to students regularly about it and in many forms, such as in orientation materials, on syllabi, and within assignments.
- Create assignments that make plagiarism difficult. For example, requiring several drafts of a paper instead of one final paper makes it more difficult for a student to use online paper repositories. Also,

take advantage of Populi's integrated plagiarism checker.

- Assign multimedia projects that show the person behind the name with a student's voice or image.
- Use "authentic assessment" activities and assignments that require active student engagement, such as journal, group projects, portfolios, and debates.

CRCDS will make every attempt to implement new or other technologies and practices that are effective in verifying student identification in accordance with federal and state regulations when financially feasible and available. CRCDS will also make every possible attempt to protect student privacy and will report any student who has falsified any CRCDS documentation. Incidents will be reported to the Office of the Inspector General of the U.S. Department of Education.

## **Fees**

All fees associated with distance education courses and programs are posted to the School's tuition and fee schedule webpage. We do not charge a fee for the student identity verification process. Any requirements for individual courses that might incur an additional cost will be disclosed prior to the start of classes.

# **APPENDIX V — STUDENT ACCEPTABLE USE POLICY**

## **Information Technology Acceptable Use Policy for Students**

This policy applies to our student's internal and external use of CRCDS computer and network resources, information, software, electronic and computing devices, access, and other resources, or interacting with internal networks and systems, whether owned or leased by CRCDS, a student, or a third party. CRCDS student, for purposes of this policy, includes all peoples enrolled in any degree program or course offered by CRCDS. All CRCDS students are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with CRCDS policies and standards, local laws, and regulation.

### **General Use and Ownership**

1. Information resources are provided to students for the sole purpose of furthering their academic studies.
2. Students are responsible for all activity on CRCDS computer or email accounts assigned to them. The credentials (usually username and password) used to access these accounts will not be shared by the student with any other individual. Students will not attempt to capture another CRCDS user's credentials. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.
3. If you think someone may have gained access to your password, immediately change it.
4. Students will log off from any CRCDS computer account or email account when not planning to do any additional activity for more than 15 minutes.
5. Students must use extreme caution when opening email attachment or clicking on a link received from unknown senders
6. You have a responsibility to promptly report the theft, loss, and/or unauthorized disclosure or use of CRCDS information or IT system.
7. You are responsible for exercising good judgment regarding the reasonableness of personal use.
8. For security and network maintenance purposes, authorized individuals within CRCDS may monitor equipment, systems, and network traffic at any time. There is no implied privacy for emails or other files stored on CRCDS systems or services provided by third parties.
9. CRCDS reserves the right to audit networks and any connected device or system on a periodic basis.

### **Recommended Security Precautions on Personal Devices**

To protect CRCDS and the student's information and IT resources, the following is recommended for all non-CRCDS devices (desktops, laptops, mobile devices, etc.) that connect to the CRCDS network, email account, or an CDCDS cloud systems:

1. All devices should require proper credentials to unlock the device. The device should automatically lock when inactive for 15 minutes. Examples of proper credentials include face-id, fingerprints, username and password.
2. Password best practices:
  - a. Passwords should be unique in each CRCDS system. Consider using a password manager.
  - b. Passwords should be easy for you to remember but not easy for someone to determine if they are familiar with you.
  - c. Consider using a password phrase, commonly called a passphrase. Pick four uncommon and unassociated words that mean something to you but not guessable by people that know you. If you have a rememberable misspelling of the any of the words that make it harder to guess. Use multiple of the words together separated by numbers, blanks, or special characters, or nothing.
  - d. Passwords should contain at least one capital letter, at least one number and at least one special character, unless limited by the system or software. Do not capitalize the first letter or use the single number 1 or 2 at the end of the password
3. All devices are running current versions of their operating systems with automatic updates enabled.
4. All installed software is on the latest version and security patches are applied automatically or on a regular basis.
5. No pirated software is installed on the device.
6. Anti-virus software is installed, operational, and up to date.

## Unacceptable Use

The following activities are prohibited. Under no circumstances is a student of CRCDS authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing CRCDS owned resources. The lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use.

### Unacceptable System and Network Activities

1. Disabling or removing any CRCDS security features or anti-virus software.
2. Communicating any information concerning any password, identifying code, personal identification number or other confidential information without the permission of the controlling authority of the computer facility to which it belongs.
3. Communicating any credit card number, financial account number, or any Personal Identifiable information (PII) define by law without the permission of its owner.
4. Effecting or receiving unauthorized electronic transfer of funds.
5. Using CRCDS systems or network for personal financial gain and/or commercial purposes, whether for-profit or not-for-profit.
6. Copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, and copyrighted music. Students must follow the Peer-to-Peer File Sharing Requirements in the Student Handbook.
7. Installation of any copyrighted software for which CRCDS or the end user does not have an active license.
8. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
9. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
10. Users may not transmit, retrieve, display and/or download images or sounds which violate or diminish representations of the sacred image of God and/or of God-created persons and/or which may be offensive to others or constitute harassment.
11. Using a CRCDS computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.

12. Making fraudulent offers of products, items, or services originating from any CRCDS account.
13. Creation of any website or web page representing CRCDS unless this activity has been approved by the Security Coordinator.
14. Effecting any compromise of security or disruptions of network communication. Security compromises include, but are not limited to, accessing data of which the student is not an intended recipient or logging into a server or account that the student is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
15. Port scanning or security scanning is expressly prohibited.
16. Executing any form of network monitoring which will intercept data not intended for the students.
17. Circumventing user authentication or security of any host, network, or account.
18. Introducing honeypots, honeynets, or similar technology on the CRCDS network.
19. Interfering with or denying service to any user (for example, denial of service attack).
20. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the network.
21. Providing information about, or lists of, CRCDS staff members to parties outside CRCDS.

## **Unacceptable Email and Communication Activities**

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Unauthorized use, or forging, of email header information.
3. Solicitation of email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
4. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.

## **Blogging and Social Media**

1. Blogging (including through social media) by students, whether using CRCDS property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy.
2. Students are prohibited from revealing any school confidential or proprietary information, or any other material when engaged in blogging.
3. Students shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of CRCDS, or any current or previous students, or current or previous staff. Students are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging.
4. Students may also not attribute personal statements, opinions, or beliefs to CRCDS when engaged in blogging. If a student is expressing their beliefs and/or opinions in blogs, they may not, expressly, or implicitly, represent themselves as a student or any other representative of CRCDS. Students assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or CRCDS trademarks, logos and any other CRCDS intellectual property may also not be used in connection with any blogging activity.

This policy pertains to CRCDS shared computers use in all library spaces, classrooms, and campus offices.

1. Users must respect the privacy of other users and must not intentionally disrupt or damage the academic or other related pursuits of another.
2. Users must be sensitive to the public nature of shared resources and take care not to display screen images, sounds or messages which could create an atmosphere of discomfort or harassment to others.
3. Users may not “camp.” If you must leave your workstation, return within 15 minutes. If you are away for more than 15 minutes and your computer is needed, your document will be saved, and your belongings moved behind the CMC desk.
4. Users may not install software or store any information on the hard drive, nor may they modify the computer configurations in any way (except for using the “My Documents” folder for one week while working on a project—consult with CMC staff about permission).
5. Users must not knowingly distribute or launch computer viruses, worms, or other rogue programs.
6. Users may print from computer terminals as necessary. Print outs will be sent to the copier and charged to your account.
7. Users may bring their own flash drives for the purpose of data storage and retrieval.
8. Headphones must be used for all computer sound programs to avoid disturbing others. Users may not use internet telephone programs. Conversations must be kept to a quiet level.
9. Lost and found items will be placed in the lost and found box located behind the Circulation Desk. The Computer Media Center assumes no responsibility for items left unattended.
10. Minor children must be always accompanied by an adult.
11. Users must leave the facilities promptly at closing time. Staff may not keep the facility open any later than the posted closing time. Begin printing 15 minutes prior to closing.
12. For help using Computer Media Center resources see the Circulation Desk.

## **Compliance with the Higher Education Opportunity Act Peer-to-Peer File Sharing Requirements**

### **Introduction:**

H.R 4137, the Higher Education Opportunity Act (HEOA), is a reauthorization of the Higher Education Act. It includes provisions that are designed to reduce the illegal uploading and downloading of copyrighted works through peer-to-peer (P2P) file sharing. These provisions include requirements that:

- Institutions make an annual disclosure that informs students that the illegal distribution of copyrighted materials may subject them to criminal and civil penalties and describes the steps that institutions will take to detect and punish illegal distribution of copyrighted materials.
- Institutions certify to the Secretary of Education that they have developed plans to “effectively combat” the unauthorized distribution of copyrighted material.
- Institutions, “to the extent practicable”, offer alternatives to illegal file sharing.
- Institutions identify procedures for periodically reviewing the effectiveness of the plans to combat the unauthorized distribution of copyrighted materials.

This document outlines the CRCDS plan to comply with these requirements.



## **Annual Disclosure:**

Consistent with our educational principles, we view education as the most important element in combating illegal sharing of copyrighted materials at CRCDS. We use a wide variety of methods to inform our community about the law and the CRCDS response to copyright infringement claims:

- Copyright infringement information is provided to all incoming students during orientation.
- Every year we send an email to all students, staff, and faculty regarding illegal distribution of copyrighted materials.
- Computing support staffs, including student Help Desk workers, are regularly trained on the CRCDS position with respect to copyright issues.
- The CRCDS policies and procedures concerning the Digital Millennium Copyright Act and our response to infringement claims are published on the CRCDS web site.
- Periodically, all employees receive email from the Director of Technology Services or others regarding copyright infringement and related issues.

## **Plans to “Effectively Combat” the Unauthorized Distribution of Copyrighted Material:**

CRCDS currently deploys a packet shaping device to manage bandwidth. When we discover a system using excessive bandwidth, we contact the owner to ensure that the bandwidth consumption is for legal purposes and that the user is aware of the School's policies concerning illegal file sharing.

## **CRCDS responds to all Digital Millennium Copyright Act notices according to these policies:**

When CRCDS receives a copyright infringement claim involving music, video, software, or other digital materials; it takes the following steps under the 1998 federal statute known as the *Digital Millennium Copyright Act* or DMCA:

- We check network usage logs and registration information to examine the system alleged to be involved in copyright infringement and we identify the person using it;
- We may suspend the system's Internet access;
- We notify the copyright holder (or agent) that we are handling the infringement claim under the guidelines of the DMCA;
- We inform the user that an infringement claim has been made and ask if the user has downloaded or shared the copyrighted material in question without permission.

## **CRCDS Response to Claims of Copyright Infringement and RIAA Pre-Litigation Letters:**

### Infringement Offenses

If the user acknowledges using the copyrighted material without permission, we:

- Require the user to read the Computer Acceptable Use policy and to review information about the DMCA statute and copyright regulations;
- Inform the claimant that the matter has been resolved.

If the user denies using the copyrighted material without permission, we:

- Require the user to submit a statement denying the copyright infringement claim;
- Inform the claimant that the claim has been denied;
- Under the DMCA, the claimant may pursue a subpoena to obtain the identity of the system user and may file a lawsuit against the user.

### RIAA Pre-Litigation Letters

In February 2007, the Recording Industry of America (RIAA) announced a new strategy for dealing with suspected instances of copyright infringement. The RIAA is sending "settlement letters" to colleges indicating their intention to sue users of systems engaged in illegal file sharing and asking schools to forward those letters to users. Hundreds of these letters have been sent already. A sample settlement letter can be found at: <http://www.educause.edu/ir/library/pdf/CSD4832.pdf>

The letters inform users that they can avoid lawsuits by immediately contacting the RIAA and paying settlement fees. If users decline to do this, subpoenas will be sought to require schools to disclose users' identities. Lawsuits will then be filed. Users may, at that time, avoid a lawsuit by paying settlement fees larger than the original settlement amount. If users again decline, lawsuits will be pursued to obtain damages and recover RIAA legal fees.

In the event that CRCDS receives a settlement letter, the School will:

- Treat the letter as a DMCA copyright infringement claim and respond as per the DMCA response guidelines;
- Forward the pre-litigation letter to the system user;
- CRCDS will not disclose the identity of a system user unless presented with a subpoena or other legally valid writ.

### **Legal Online Sources for Copyrighted Materials**

There are many legal sources for copyrighted material such as music and movies. They have a wide range of business models; some are even free. The most up-to-date and comprehensive lists of legal sources are maintained by industry associations. In addition to useful lists of music sources, the web sites below also present the industry's perspective on copyright issues.

- **EDUCAUSE - Legal Downloading Resources** <https://www.educause.edu/focus-areas-and-initiatives/policy-and-security/educause-policy/issues-and-positions/intellectual-property/legal-sources-onli>

## **Disciplinary Actions**

The Security Coordinator will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

Students that do not comply with this policy are subject to disciplinary action as defined in the Student Code of Conduct.

Students learning of any misuse of CRCDS information resources or violation of this policy should notify the Security Coordinator.

# **CAMPUS DIRECTORY**

**320 N. Goodman Street**

**Suite 207**

**Rochester, NY 14607**

The campus directory may be accessed on the CRCDS website:

<https://www.crcds.edu/meet-our-team>

# COLGATE ROCHESTER CROZER DIVINITY SCHOOL EMERGENCY PROCEDURES

## ::::: QUICK REFERENCE – What To Do :::::

### Phone Numbers Campus Security

Non-Emergencies: 585-340-9648 (x648)

Emergencies: Dial 911

Rochester Fire or Police Depts: 911

Crisis Line – 275-5151 or 211

Rape Crisis/Safe Center – 546-2777

Poison Control – 1-800-222-1222

### Rochester Fire or Police Depts: 911

### FIRES:

- Activate the nearest fire alarm pull station
- Evacuate the building at the nearest exit
- Confine the fire by closing doors as you exit
- Notify occupants and help those needing assistance in the immediate area
- Call the Campus Security Coordinator at 585-340-9648 (x648)
- Do not re-enter the building until authorized to do so by emergency personnel

### BUILDING EVACUATION

#### PROCEDURES:

- When the fire alarm is activated, evacuation is mandatory
- Close doors as you exit
- Move all personnel to a safe area, away from the building in danger
- Do not re-enter the building until authorized to do so by emergency personnel

### SUSPICIOUS PACKAGES:

- Do not touch or disturb the object or package
- Evacuate the area immediately
  - Call the Campus Security Coordinator at 585-340-9648 (x648)
- Warn others not to touch or move the object

### BOMB THREATS:

- Remain calm
- Gather as much information as possible from the person making the threat
  - Call the Campus Security Coordinator at 585-340-9648 (x648)
- Follow instructions from emergency personnel

Lifeline – 275-5151  
Rape Crisis/Safe Center –  
546-2777 Poison Control –  
1-800-222-1222

**SUSPICIOUS  
BEHAVIOR/PERSONS OF  
CONCERN:**

- Do not physically confront the person exhibiting the behavior
- Do not let anyone into a locked room/building
- Do not block a person's access to an exit
- Call Campus Security at 585-746-7000 (x711)

**ACTIVE SHOOTERS:**

- If possible, exit the building immediately and dial 911
- If you cannot exit, clear the hallway immediately and/or remain behind closed doors in a locked or barricaded room. Stay away from windows. Remain calm and quietly call 911
- Do NOT evacuate the room if the building evacuation sounds. Evacuate the room ONLY when the authorities have arrived and instructed you to do so
- Do not leave or unlock the door to “see what is happening”
- Do not assume someone else has called the police or emergency personnel

**WEATHER EMERGENCIES:**

- Remain in or proceed to the nearest permanent structure
- In the event of a tornado, move to interior halls or basement
- Remain in place until advised by officials that it is safe to leave
- For updates, monitor local television and radio stations for announcements

## ::::: QUICK REFERENCE – What To Do :::::

### LOCKDOWN/SHELTER IN PLACE

- Lock door to room or office
- Call 911 and state emergency
- Do not allow anyone into a room or office until it is deemed safe by authorities
- Close blinds/shades and stay away from windows
- Do not lock exterior doors
- If possible, call the Campus Security Coordinator at 585-340-9648 (x648)

### GAS LEAKS, FUMES, VAPORS:

If you detect natural gas, fumes or vapors:

- Do NOT pull fire alarms
- Do NOT touch light switches or electrical equipment
- Clear area immediately
- Call 911, then call the Campus Security Coordinator at 585-340-9648 (x648)
- Provide as many details as possible

### HAZARDOUS MATERIALS SPILL:

Hazardous material spill, incident or release for which assistance is needed:

- If the incident is indoors, close all the doors in order to isolate the area if it is safe to do so
- From a safe area, call the Campus Security Coordinator at 585-340-9648 (x648)
- 
- Be prepared to provide the following information:
  - Name of the material
  - Quantity of material
  - Time of the incident
  - Location of the incident
  - If anyone is injured or exposed to the material
  - Your name, phone number and location
- Follow instructions provided by the emergency responders
- Evacuate if necessary

### MEDICAL EMERGENCIES:

- Cardiac Arrest/Heart Attack
  - Assess the scene for danger
  - Check the victim
  - Call or instruct someone to call 911 and the Campus Security Coordinator at 585-340-9648 (x648)
  - 
  - Perform CPR until directed to stop
- Burns
  - Remove the cause of the burn
  - Flush the area with water
  - Do NOT apply a dressing, creams or lotion
  - Call the Campus Security Coordinator at 585-340-9648 (x648)
- Bleeding
  - Apply firm but gentle pressure to the wound with a clean cloth or tissue
  - Immobilize the body part
  - If minor, call the Campus Security Coordinator at 585-340-9648 (x648)
  - If major, call 911 first, then call the Campus Security Coordinator at 585-340-9648 (x648)

### MEDIA INQUIRIES:

Do NOT attempt to answer media questions about campus emergencies, either in person or by phone. If you are contacted by reporters, refer them to Courtney Wiley-Harris 585-340-9669.

**COLGATE ROCHESTER  
CROZER DIVINITY  
SCHOOL**