

Saint John's University

Administrative Staff
&
Support Staff
Handbook

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PREFACE*

Saint John's University (SJU) is a nationally recognized Catholic, Benedictine University. Its liberal arts college for men is distinguished by a singular, undergraduate experience in partnership with the College of Saint Benedict – a nationally recognized Catholic, Benedictine liberal arts college for women. SJU also includes the School of Theology·Seminary, Hill Museum and Manuscript Library, Pottery Studio and other sponsored programs. The University has a close working relationship with employees of the Order of Saint Benedict (Abbey, Liturgical Press and Saint John's Preparatory School.).

The mission of SJU is to foster the vitality of community through learning and the pursuit of wisdom. Striving for excellence, we unite the wisdom of Catholic social teaching and intellectual tradition with the practicality of the common life envisioned by Saint Benedict. To learn more about the history, mission and values of Saint John's University, visit the About Us page on the CSB/SJU homepage at <http://www.csbsju.edu/About.htm>.

The Catholic character of SJU is shaped by the Benedictine community that founded it. Saint John's Abbey established SJU in 1857 and continues to foster the academic, spiritual, and social life of the university. Their prayerful presence in community life provides the stable sense of place for which SJU is so well known. By living according to *Saint Benedict's Rule*, members of the monastic community cultivate love of God, neighbor, and self through the art of listening, worship, and balanced, humane living. By their example, they invite others to embrace these values as well.

At Saint John's University, we honor and practice the Benedictine values of our founders, including respect for others, dignity of work, community, and hospitality. The Benedictine value of hospitality creates a welcoming community for individuals of all faiths. Students, faculty, and staff from many diverse belief systems collectively bring a rich dimension to the academic, cultural, and religious experience at SJU. In fact, hospitality is a defining hallmark among those who visit, study, teach, worship, and/or work at Saint John's.

We value our employees and the work they do, in recognition that our collective efforts as a community help us accomplish our mission.

***The principles outlined in the PREFACE express the Benedictine legacy that influences community life on our campus. Although they do not define the employer/employee relationship, they are intended to provide insight to lay employees into our Benedictine heritage. Each employee is expected to respect the Benedictine ideals.**

*Introduction, Mission
&
Organizational Structure*

INTRODUCTION

The policies and procedures in this handbook were developed to ensure an effective and consistent operation of our institution. Fundamental to all policies is each employee's personal integrity and his/her personal and professional behavior. Discrimination, harassment, violation of human rights, and unethical behavior will not be tolerated. Each employee is expected to be aware of and abide by the University's policies and procedures. Questions regarding the handbook may be directed to one's supervisor or the Human Resources department.

Employment At-Will

All employees are employees-at-will. Employment at-will means that either the employer or an employee may terminate the employment relationship at any time, without prior notice and for any reason. These policies and procedures are not an employment contract and should not be interpreted as creating an employment contract. Any representation to the contrary is not binding unless signed in writing by SJU.

HANDBOOK AMENDMENT PROCESS

Saint John's University (SJU) reserves the right to make any changes at any time and without notice by adding to, deleting, changing or revoking any existing policy or procedure. In addition, Saint John's University reserves the right to deviate from these policies from time to time when, in its judgment, the strict adherence to a policy is not appropriate under a particular set of circumstances.

Where the terms and provisions of the Board Documents of SJU and/or federal and state law are inconsistent with this handbook, the provisions of the Board Documents or applicable laws will prevail. Should there be any misapplication, misinterpretation, or violation of the specific provisions of this handbook, an employee may seek resolution through the Grievance Policy. (Appendix I)

Proposed amendments may be initiated by one or more of the following:

- Governing Bodies of SJU
- Human Resources department
- Administrative or Support Staff employee

The Human Resources Director formulates the proposal to be presented to the Vice President of Finance and Administration for review. A proposed amendment(s) will be reviewed in a consultative manner with the OSB Human Resources Manager, the Administrative Assembly Steering Committee and the Support Staff Assembly Steering Committee. Consultative review with these committees is intended to gather input regarding proposed amendments.

After consultative review, the Human Resources Director presents the proposal to the SJU President and SJU Executive Committee who renders the final decision unless a specific policy requires approval by the full Board of Trustees.

Interpretation

Employees may seek clarification on any policy or procedure from the Human Resources department. Official interpretations of the handbook are made by the Human Resources department in consultation with the President or Board Chair, as necessary.

MISSION OF SAINT JOHN'S UNIVERSITY

Grounded in Catholic and Benedictine values and tradition, Saint John's University provides young men a distinctive residential liberal arts education, preparing them to reach their full potential and instilling in them the values and aspiration to lead lives of significance and principled achievement.

OPERATING RELATIONSHIPS

THE COORDINATE RELATIONSHIP (Saint John's University & College of Saint Benedict)

The Context

Within the fiercely competitive environment of higher education, the coordinate relationship between Saint John's University and the College of Saint Benedict enhances educational opportunities for the students of both colleges to ensure the long-term viability and vitality of each institution.

This arrangement of interdependence, a permanent one, periodically benefits from adjustments in how each institution functions. The two institutions review their governance practices, structures and operations on an ongoing basis, and over time effect changes in them, in order to ensure a dependable and efficient sphere to pursue the mission of each institution and conduct the coordinate relationship.

From time to time experience with the coordinate relationship and its workings might suggest desirable structural changes to accommodate specific strategic priorities such as maximizing resources, ensuring cost-effectiveness, addressing liability, and re-aligning activities to achieve separate and coordinate missions. The two boards will adopt and keep current a memorandum of understanding to ensure the proper balance between each institution's individual mission and their shared mission as coordinated institutions, recognizing that decisions about legal merger are reserved to the two sponsoring monastic communities.

Statement of Purpose

The goals of the Coordinate Relationship are to:

1. Develop and promote a unique and compelling presentation as Benedictine institutions of higher learning offering an excellent, value-based, residential liberal arts education in the Catholic university tradition;
2. Enhance the educational experience of collegiate men and women, in both gender-specific and coeducational ways, through the sharing of educational resources such as programs, faculty, staff, and academic and co-curricular facilities;
3. Nurture and develop the strengths and individual uniqueness of each separate institution; and
4. Leverage resources to their maximum, and effect cost-saving and operational efficiencies in as many shared functional areas as possible so as to most effectively meet the needs of the students of each institution.

From the Memorandum of Understanding approved by the CSB and SJU Boards on November 30, 2007.

Joint Departments

At Saint John's University and the College of Saint Benedict, all academic departments are joint departments. The two institutions share a joint curriculum. Additionally, the two institutions have Joint Departments which are dedicated to providing services to both Saint John's University and the College of Saint Benedict. The Joint Departments currently include: Admission and Financial Aid, the Bookstore, Career Services, Counseling and Health Promotion, Communication and Marketing Services, Environmental Health and Safety, Fine Arts Programming, Human Resources, Information Technology Services, Institutional Research, Intercultural Center, International Student Programs, the Libraries, the Registrar's Office, Student Activities, Student Employment, and Telecommunications.

Saint John's University and the College of Saint Benedict have identified certain shared services that can be more efficiently accomplished in a joint capacity by employees who represent and perform these services for the benefit of both institutions. Most employees of Saint John's University and the College of Saint Benedict who work in a Joint Department are "Joint Employees". Joint Employees report to and are supervised by other joint employees or, in some cases, by both an employee of Saint John's University and an employee of the College of Saint Benedict. One institution issues the appointment letter and is considered to be the "Employing Institution". A joint employee is subject to the Employing Institution's handbook, policies and benefits package. Saint John's University and the College of Saint Benedict share proportionately expenses related to Joint Employees. All employees, working in Joint or Non-Joint Departments, are expected to understand and support each institution's mission and the coordinate relationship.

Saint John's University and Saint John's Abbey

From its founding in 1857 through June 30, 2012, Saint John's University was a division of Saint John's Abbey. On July 1, 2012, Saint John's University was established as a separate civil corporation; however, the University, for canonical purposes, remains a part of Saint John's Abbey as it relates to the Catholic Church. The Abbey owns the land on which the University campus is located, though responsibility for good stewardship of the land and buildings is shared.

Saint John's University is part of the larger family of Saint John's Abbey, Saint John's Preparatory School, and Liturgical Press. Given the common history and the shared living and working environment, the University and Abbey are committed to nurturing and enhancing the genuine and supportive relationships that exist on the Saint John's campus. The University and Abbey have developed shared services agreements (e.g., Physical Plant and Life Safety Services) to ensure the optimal use of resources and maintain the well-being of the University, the monastic community, and the other entities at Saint John's.

GOVERNANCE & LEADERSHIP STRUCTURE

Governing Body

Saint John's University is governed by a Board of Trustees.

Class Members

There are two classes of members of SJU, the Class A Members and Class B Members. The two classes of members are made up of monks. The Class A Members are five monks of the Abbey, including the Abbot and the canonical Treasurer. The Class B Members consist of the finally professed monks of the Order of Saint Benedict.

President

The President reports to the Board of Trustees, which is the governing body responsible for the selection, appointment, and terms of appointment of the President. The President, as Chief Executive Officer, leads Saint John's University and reports on its operation to the Board of Trustees.

The President's Cabinet includes, but is not limited to, the following leadership positions reporting directly to the President and serving as *Chief Administrative Officers (CAO)* in the respective areas:

Provost

Under the joint supervision of the Presidents, the Provost is the chief academic officer of Saint John's University and the College of Saint Benedict. The Provost is responsible for the leadership, development, and quality assurance of the joint academic program through the leadership of all Academic Affairs programs and divisions. The Provost is assigned the authority to act on institutional concerns in the absence of the Presidents.

Vice President for Student Development

The Vice President reports to the President and provides leadership and oversight for the non-academic programs that foster the growth and development of undergraduate men.

Vice President for Finance and Administration

The Vice President reports to the President and is responsible for the following areas: Business Office, Human Resources, Information Technology Services, Physical Plant, Investments, Sustainability, and Auxiliary departments.

Vice President for Institutional Advancement

The Vice President reports to the President and has responsibility for all development and alumni relations programs and activities and also shares supervision of Fine Arts Programming with the College of Saint Benedict Vice President for Institutional Advancement.

Vice President for Planning & Public Affairs

Under the joint supervision of the Presidents, the Vice President provides strategic and management leadership for research, planning, and public affairs activities.

Vice President for Admission and Financial Aid

Under the joint supervision of the Presidents, the Vice President provides strategic and management leadership for enrollment programs, integrating admission, financial aid, and marketing activities.

Executive-in-Charge

An Executive may report directly to the President, such as the Dean of the School of Theology Seminary, and includes those with responsibility for a Sponsored Program, such as the Executive Director of the Hill Museum & Manuscript Library (HMML).

ADMINISTRATIVE ASSEMBLY

Mission Statement

The Administrative Assembly represents the interests and needs of the administrative staff employees of both Saint John's University (SJU) and the Order of Saint Benedict (OSB). The Assembly provides input in the development of each corporation's policies, promotes the professional development of administrators, and promotes collaboration and communication within and between Saint John's University and the Order of Saint Benedict.

Functions

1. To promote communication among administrative employees and others within and between SJU & OSB.
2. To represent the interests of the administrative employees' assembly to SJU and OSB leadership to ensure the consideration of the Assembly's concerns whenever appropriate.
3. To sponsor and coordinate individual and collective development opportunities for administrative employee(s), working with SJU/OSB to finance such opportunities as necessary.
4. To represent administrative employees' interests by appointing a steering committee member to serve on the benefits committee, which includes SJU/OSB employees.
5. To initiate or review proposed changes to the SJU or OSB Handbook, prior to final approval, in a consultative process with Human Resources of the respective corporation.
6. To address other administrative employee concerns as needed.

Membership

The Administrative Assembly Steering Committee is comprised of seven members of the administrative staff, with at least four (4) of the members from SJU and two (2) members from OSB. The seventh member may be from either corporation and will be the individual with the highest votes after the appointment of six members. Members of the Steering Committee serve a two year term. Terms are staggered to ensure overlapping membership. Each spring, the Steering Committee solicits nominations from members of the Administrative Assembly and conducts an election to replace members whose terms are ending. If a member resigns before the completion of a term, the Steering Committee may appoint a replacement.

The Committee annually selects a chairperson from its membership. The chairperson will call and conduct meetings of the Steering Committee.

Subcommittees

The Committee will use subcommittees from its membership to efficiently accomplish tasks necessary to the objectives and needs of the Administrative Assembly. The Steering Committee may enlist other Administrative Assembly members to serve on these committees, input from all members is encouraged.

Meetings

The Administrative Assembly meets once per month, September through May. These meetings are determined annually by the Steering Committee.

The Steering Committee meets on a monthly basis, normally one week following the Administrative Assembly.

SUPPORT STAFF ASSEMBLY

Mission Statement

The Support Staff Assembly represents the interests and needs of the support staff employees of both Saint John's University (SJU) and the Order of Saint Benedict (OSB). The assembly provides input in the development of each corporation's policies, promotes the professional development of support staff, and promotes collaboration and communication within and between Saint John's University and the Order of Saint Benedict.

Functions

1. To promote communication among support staff employees and others within and between SJU & OSB.
2. To work with the administration in providing opportunities for professional development of support staff through encouraging participation in staff development programs.
3. To represent the interests of the support staff assembly to SJU and OSB leadership to ensure the consideration of the Assembly's concerns whenever appropriate.
4. To represent support staff employee's interests through representation on the Benefits Committee which includes SJU/CSB/OSB employees.
5. To initiate or review proposed changes to the SJU or OSB Handbook, prior to final approval, in a consultative process with the Human Resources department of the respective corporation.
6. To sponsor recreational and social activities for support staff retirees.
7. To sponsor service-oriented programs which benefit the larger community and provide opportunity for unity among participants.
8. To address other support staff employee concerns as needed.

Meetings

The Support Staff Assembly meets once per month, September through June. These meetings are determined annually by the Steering Committee.

The Steering Committee meets twice a semester. The first few minutes of every meeting are open for general concerns or questions. Anyone can attend these meetings. Please contact one of the co-chairs if you wish to be on the agenda or contact your representative for more information. Please refer to the following link for a list of Assembly representatives:

<https://sharepoint.csbsju.edu/sjuOSBssa/Pages/Committees.aspx>

Employment Policies

RECRUITMENT/HIRING PROCESS

Posting/Advertising

Qualified members of the Order of Saint Benedict in good standing are preferred candidates for vacant positions at Saint John's University. As many members as possible of the Benedictine community of Saint John's Abbey should be active in academic, administrative and other roles at the University as their talents and training permit. *{Bylaws of Saint John's University, Article One, Section 1.04 (b), October 12, 2011}* Guidelines have been established for employing monks that include internship and other professional development opportunities that can allow monks to consider how their skills, aptitudes and abilities might fit with the needs of the University. *(Appendix H)*

Vacancy announcements are posted on the Human Resources department employment page at: <http://employment.csbsju.edu>

Internal applicants applying within three (3) days of the posting date will, in most instances, receive first consideration for the position before external applicants are considered.

Vice Presidents have the discretion to approve promotions and/or transfers within their Division without posting the position.

Search Committees

A search committee process is recommended to fill vacancies with the exception of temporary/provisional hires. Consultation with the Human Resources department is encouraged in making this determination.

Selection Process

Saint John's University is an Equal Employment Opportunity/Affirmative Action employer. The Human Resources department will serve as a consultant to the hiring manager and search committees throughout the recruitment and hiring process.

It is the policy of SJU to conduct pre-employment background checks. Background checks will also be conducted for rehired employees and for current employees who move to substantially different positions or assume additional roles requiring a background check. The full policy may be viewed in Appendix P. Candidates conditionally offered employment and current employees may be required to complete one or more of the following pre or post-employment requirements as determined by the applicable position description:

- Background checks relative to the Kari Koskinen Manager Background Check Act, Minnesota Statutes 299C.67 to 299C.71
- Background and employment history under the Minnesota Child Protection Background Check Act, Minnesota Statutes 299C.60 to 299C.64
- Drug testing subject to Federal Regulation, Title 49, Part 391, Subpart H and Part 40 (for holders of commercial driver's licenses for purposes of employment), including future

- random testing as required
- The Federal and/or Minnesota Department of Transportation Driver Qualification File Checklist requirements
- Psychological testing and evaluation
- Pre-employment physicals
- Other employment requirements deemed necessary for position

Employment of Immediate Family & Relatives

SJU permits the employment of members of the employee's immediate family and/or relatives under the following conditions:

- The employee may not directly or effectively hire, supervise, promote, retain or in any way participate in a decision on any matter that may directly affect the appointment, promotion salary or other status or interest of a member of his/her immediate family or a relative.
- Employment of immediate family members or relatives in the same division/department is not advised, and is specifically not allowed in the same department for temporary/provisional appointments. (*See the Policy on Temporary/Provisional Employment Opportunities for further details.*)
- Any exception to this policy will require consultation with the Human Resources Director, and one or more of the following: Chief Administrative Officer, Executive-in-Charge, Board member (if applicable).

For purposes of this policy:

Immediate family member includes: Spouse, Parent, Step-Parent, Mother/Father In-Law, Child, Step-Child, Grandchild, Brother, and Sister.

Relatives include: Brother/Sister In-Law; Son/Daughter In-Law, Aunts, Uncles, Nieces, Nephews and First Cousins.

Temporary/Provisional Employment Opportunities

Temporary/Provisional appointments are term appointments with a designated start/end date and may be full-time or part-time. It is the policy of Saint John's University and the College of Saint Benedict to give first consideration to employing students for these appointments.

All temporary/provisional appointments during the academic year of 20 hours/week or less and all temporary appointments during the summer months must, in most circumstances, be posted first through the Student Employment Office to determine if students with the required qualifications are available to fill the appointment.

Temporary/provisional appointments not filled by students may be filled externally, including by an employee's immediate family member or relative, in accordance with the policy on *Employment of Immediate Family & Relatives*. Temporary/Provisional employment of immediate family members or relatives in the same department is not permitted. Any exception to this policy will require consultation with the Human Resources Director and one or more of the following: Chief Administrative Officer, Executive-in-Charge, or Board member (if applicable).

TYPES OF EMPLOYMENT

Saint John's University designates four types of employment defined as follows:

- Full-time, benefit eligible scheduled to work 75% or more of full time on an annual basis.
- Part-time, benefit eligible scheduled to work at least 50%, but less than 75% of full-time on an annual basis.
- Part-time, non-benefit eligible scheduled to work less than 50% of full time on an annual basis.
- Temporary/Provisional term appointments are non-benefit eligible with a specific start and end date generally not exceeding one year. Temporary appointments may be full-time or part-time.

Appointment Status

Administrative Appointment

In accordance with the Fair Labor Standards Act, most administrative appointments meet the definition of exempt from overtime and are paid on a salaried basis.

Support Staff Appointment

In accordance with the Fair Labor Standards Act, a support staff appointment is defined as non-exempt from overtime and paid on an hourly basis.

Support Staff employees serve an orientation period during the first six months of their employment. This period provides employees the opportunity to become well oriented to their position and a supervisor the opportunity to assess the employee's potential to succeed in the position. The orientation period may be waived for a support staff employee who has served six (6) months or more in a temporary/provisional appointment and transfers to benefit eligible status in the same position.

If deficiencies are identified during the orientation period, the supervisor has discretion to choose one of the following options:

1. Develop a performance improvement plan;
2. Extend the orientation period up to two months. The employee is not eligible to receive a scheduled pay increase during the orientation or extended orientation periods; or
3. Terminate the appointment.

Termination of employment occurring during the orientation period is not subject to the grievance policy.

Faculty/Administrative Appointments

Faculty Members with Administrative Appointments: A faculty member receiving an administrative appointment indicates that the majority of the position responsibilities will be administrative. (Ex. Academic Administrative Officers have such appointments.)

Faculty members holding an administrative position will retain their faculty status. The terms and conditions of the administrative appointment are in accordance with the SJU Handbook except for decisions concerning Rank and Tenure, membership in the Faculty Assembly, and rights, privileges and responsibilities of ranked faculty each of which follow the then current Faculty Handbook.

Faculty Members with Part-Time Administrative Appointments: Many faculty members are asked to perform a partial administrative appointment. A faculty member with a part-time administrative appointment will continue on a faculty contract and follow the policies and procedures of the Faculty Handbook governing their primary appointment. In addition, the faculty member will follow the SJU Handbook insofar as it applies to the part-time administrative appointment.

Administrators Who Teach Part-Time: Administrative employees who teach part-time follow the SJU Handbook governing their primary appointment and, in addition, follow the Faculty Handbook insofar as it applies to the part-time faculty appointment.

SENIORITY AND TRANSFERS

Original Hire Date (Employment Seniority)

Original hire date is an employee's first day of work in a full-time, part-time or temporary/provisional position. The original date of hire will start over if an employee resigns or retires and is rehired.

Current Hire Date (Date in Current Position)

Current hire date is the employee's date of appointment in his/her current position.

Position Change/Transfer

Employee Transfer to SJU from College of Saint Benedict (CSB): Saint John's University will recognize an employee moving from a benefit-eligible position at CSB to a benefit-eligible position at SJU, with no break in service, as an inter-campus transfer. The employee will retain his/her original hire date and will be subject to the current benefit plans and provisions of Saint John's University, with the exception of the Traveling Tuition Remission benefit. The employee will not be required to re-qualify for fringe benefits in which they were already eligible to participate.

Employee Transfer to SJU from the Order of Saint Benedict (OSB): Saint John's University will recognize an employee moving from a benefit-eligible position at the Order of Saint Benedict to a benefit-eligible position at SJU, with no break in service, as a transfer. The employee will retain his/her original hire date and will be subject to the benefit plans and provisions of Saint John's University. The employee will not be required to re-qualify for fringe benefits in which he/she was already eligible to participate, with the exception of the tuition remission benefit. An employee hired by OSB pre-January 1, 2012, who qualified for the tuition remission benefit will retain eligibility upon transfer to SJU. An employee hired by OSB on or after January 1, 2012, will be required to meet the new hire eligibility requirements established by SJU to receive the tuition remission benefit.

Employment Seniority Date upon transfer from Temporary/Provisional Employment Status: An employee in a temporary/provisional employment status who transfers to a full-time or part-time position in the same or similar position type, within or between SJU and CSB, with no break in service, will be credited with employment seniority (original hire date) from the temporary/provisional position and with position seniority (current hire date) in the new position.

A full-time or part-time employee who transfers to a temporary/provisional position in the same or similar position type, within or between SJU and CSB, with no break in service, will retain employment seniority (original hire date) and position seniority (current hire date).

COMPENSATION ADMINISTRATION

Compensation Program Vision Statement

In support of each institution's mission, Saint John's University and the College of Saint Benedict's compensation program is intended to provide competitive and equitable salaries to attract, retain, and engage highly qualified administrators and support staff.

SJU/CSB will:

- Provide competitive salaries based on multiple markets and relevant industries within which the institutions compete for talent. It will promote internal equity within the university and college, while considering the institutions' financial resources.
- Develop a sustainable compensation program.
- Aspire to recognize and reward individual expertise, job performance, and sustained contributions towards fulfillment of each institution's mission.
- Administer the compensation program for both institutions using the same guiding principles.
- Ensure credibility and understanding of the compensation program through a commitment to transparent communications.

The compensation program is market-based. A mix of both internal and external considerations needs to be evaluated to ensure the development of a sustainable and effective compensation program for staff. The compensation program and specifically, the salary structure, must address two broad components:

Paying for the Job, which includes defining the market; the pay position relative to the market; external vs. internal focus; and data acquired from publicly available compensation surveys.

Paying for the Individual, which includes considering pay guidelines; role of skills, knowledge and experience; performance vs. longevity; and internal equity.

Further information on the salary structure and pay guidelines may be found in *Appendix B*.

Compensation Adjustments

The compensation program is administered in compliance with all state and federal guidelines. The key federal law that governs pay is the Fair Labor Standards Act (FLSA).

Further detail on FLSA may be found on the Department of Labor's website at:

<http://www.dol.gov/compliance/laws/comp-flsa.htm>

Wage Disclosure

Saint John's University and the College of Saint Benedict respect confidentiality in administering the compensation program. The Human Resources department will not disclose wage information to others without a valid business reason to provide compensation data. An employee may choose to disclose his/her own wages or discuss another employee's wage, which was voluntarily disclosed by that employee, without fear of reprisal. Employees are encouraged to respect the sensitivity of wage information and to exercise discretion with such information

recognizing there are many factors which comprise compensation decisions.

Saint John's University and the College of Saint Benedict will not require an employee to waive his/her rights to disclose compensation information as a condition of employment, or take any type of adverse employment action against an employee for exercising his/her wage disclosure rights under Minnesota law (*MN Statute Section 181.172*). This law permits a civil cause of action for any violations and, in any such action, the court may, if deemed appropriate, order job reinstatement, back pay, restoration of lost service credit, and the expungement of adverse personnel records.

Questions about wage disclosure or the compensation program may be directed to your supervisor or the Human Resources department.

Across-the-Board Salary Increase (ATB): The institutions may grant an ATB increase, as approved by the Boards of Trustees and contingent upon meeting net revenue projections. Approved ATB increases are issued to eligible employees in October. Across-the-board increases are not performance-based.

An across-the-board increase will not be granted to an employee with a salary above the maximum of his/her position's salary range. An employee may be eligible for a lump sum payment.

New Administrative Staff hired on or after July 1 are not eligible for the October increase until the next annual increase cycle.

New Support Staff hired on or after July 1 are not eligible for the October increase until the next annual increase cycle.

Range and Market Adjustments: Human Resources will review market data and monitor employees' compensation. A range or market adjustment may be necessary to recognize significant market changes or to address internal equity. If an adjustment is warranted, it will be communicated separately from, but delivered at the same time as, the across-the-board increase, based on available funding.

Range Adjustment: An adjustment to an employee's placement in the salary range based on the market data, pay guidelines and/or internal equity.

Market Adjustment: An adjustment to recognize market changes and to ensure an employee's salary is on the salary range.

Range and Market adjustments will be determined in collaboration the employee's supervisor/vice president and approved by the Vice President(s) for Finance and Administration.

Revised July 2014

PAYROLL

Pay Day

Employees are paid semi-monthly on the 15th and the last day of each month. If the pay date falls on a weekend, payroll will be deposited on the Friday before or Monday after. If a scheduled pay date falls on a university designated holiday, payroll will be deposited on the holiday providing it is a banking business day. If a pay date falls on a banking holiday, payroll will be deposited either the day before or after the banking holiday.

Please see published payroll calendars on the Business Office intranet page at:
https://sharepoint.csbsju.edu/sjubusinessoffice/Pages/payroll_calendar.aspx

Direct Deposit/Payroll Statement

Absent the written objection of an employee, wages will be paid by direct deposit via electronic transfer to the employee's checking or savings deposit account.

Notice of semi-monthly payment will be provided online through the employee self-serve web page at: <http://www.csbsju.edu/it-services/banner>

Timecard Reporting

Hourly paid employees are required to complete timecards for payroll processing.

Use of Leave & Absence Reporting

Hourly paid employees report absences and use of accrued leave time on their timecards. Salaried employees report absences and use of accrued leave time to their supervisor, or designee, on a monthly basis.

Revised 11/2017

WORK WEEK SCHEDULES

Work Week Definition

In accordance with the requirements of the Fair Labor Standards Act, the work week is defined as Sunday through Saturday.

Hourly employees may be paid up to forty (40) hours (combined work time and paid leave time) at the hourly rate within the regularly scheduled work week.

Examples:

A full-time employee works 36 hours Monday through Thursday and is on vacation or sick leave on Friday. The employee will report 4 hours of leave time totaling 40 hours of pay for the week, rather than reporting 8 hours of leave time and being paid above 40 hours.

A full-time employee reports 8 hours of funeral leave for Monday and is scheduled for 36 hours of work Tuesday through Friday. The funeral leave time will be reduced to 4 hours to total 40 hours for the week.

Work Schedules/Hours of Operation

Hours of operation for most departments are 8:00 a.m. - 4:30 p.m. Monday through Friday. Specific work schedules are determined by the department manager.

Meal and Break Periods

Hourly employees receive a fifteen minute paid break during a four hour work shift. Breaks are not cumulative or transferrable. Supervisors may schedule assigned break times or allow employees to take breaks at a time requested by the employee.

Hourly employees scheduled to work more than four hours during a shift may take a thirty minute unpaid meal period during the shift.

Flex Time

Department managers have discretion to establish flexible schedules outside the standard hours of operation within a work week to meet employee needs provided there is no disruption to the operation of the department or institution and provided the flexible scheduling does not result in the occurrence of overtime. Department managers are advised to consult with the Vice President or Executive-in-Charge and the Human Resources department prior to implementing a flex schedule.

OVERTIME (Non-exempt staff)

Definition

Overtime wages are computed on the basis of one and one-half times the regular hourly rate. The time-and-one-half applies to all hours actually worked in excess of forty hours in any work week (Sunday through Saturday). Hours excluded from the overtime calculation are vacation, holiday, sick leave, funeral leave, long-term disability, jury duty, workers' compensation or any other approved leave time.

At the supervisor's discretion, overtime may be paid or the employee may take the equivalent hours off during the same work week to maintain a forty hour work week.

Emergency Call Back

An hourly-paid employee required by an emergency situation to report back to work after leaving campus will be paid time-and-one-half for the additional hours worked, with a minimum of one hour of pay. Emergency call back must be authorized by the department manager. Exceptions to this policy must be approved by the Chief Administrative Officer or Executive-in-Charge.

PERFORMANCE MANAGEMENT

The CSB/SJU performance management process is designed to promote ongoing dialogue between supervisors and their staff for successful performance.

The purpose of conducting the performance review is to:

- To provide constructive feedback throughout the year related to performance of job responsibilities and achievement toward goals
- To recognize key accomplishments and competencies
- To support professional development

Each component is integral to employee engagement and retention, and frequent feedback is important for ongoing success. Supervisors are encouraged to engage regularly in performance and development conversations with staff.

Information on the performance management process, timeline, and access to the *Performance and Professional Development Summary* form may be found on the Human Resources intranet site at https://sharepoint.csbsju.edu/humanresources/Pages/hr_forms_employeeforms.aspx

Please consult with Human Resources on questions or guidance regarding performance management.

PROFESSIONAL DEVELOPMENT OPPORTUNITIES

Each employee is encouraged to participate in professional development activities. Such activities include (but are not limited to) workshops, conferences, seminars, webinars, etc. Supervisor approval is required prior to attending a professional development event.

Funding for professional development activities may be provided from one or more of the following sources:

1. Department budget
2. Paul Lawson Fund (SJU Administrative Staff). Further information regarding this fund is available at:
<https://sharepoint.csbsju.edu/OSBadminassembly/Pages/PaulLawsonAdministrativeFund.aspx>
3. Professional Development Fund (SJU Support Staff). Further information regarding this fund is available at:
<https://sharepoint.csbsju.edu/sjuOSBssa/Pages/ProfessionalDev.aspx>

DISCIPLINARY ACTION

An employee may be subject to disciplinary action. A supervisor has the right to begin the discipline process at any stage deemed appropriate depending on the severity of the infraction. Prior to disciplinary action being taken, the supervisor is advised to consult with the Human Resources department.

Conduct that warrants disciplinary action includes, but may not be limited to:

- Unacceptable job performance
- Unacceptable personal behavior
- Poor Attendance
- Insubordination

Disciplinary action may include one or more of the following:

- Verbal Warning
- Written Warning
- Written Reprimand
- Suspension
- Probation
- Demotion
- Dismissal

Involuntary Leave of Absence

Involuntary leave of absence, with pay, may be imposed on an employee following consultation with the Human Resources department when it is determined that the employee is the subject of an investigation or the employee's continued presence poses an immediate threat of harm within the institution.

Immediate Dismissal

Immediate dismissal may be imposed for, but is not limited to, one of the following reasons:

- Serious personal or professional misconduct
- Willful destruction of property
- Substance abuse
- Theft from the institution or from an individual, or conviction of a crime directly related to the employee's position
- Violation of the University's policies on Conflict of Interest and Fraud
- Falsification of credentials and experience
- Failure to respect issues of confidentiality

- Serious safety violations

Documentation of Disciplinary Action

Supervisors are required to document verbal warnings. This documentation will be maintained by the supervisor and may be placed in the employee's personnel file.

All other disciplinary action will be documented and maintained in the employee's personnel file.

Disciplinary Action for Clergy and Religious

An employee who is a member of the Order of Saint Benedict or a professed religious of another community is subject to the above provisions.

Safety Violations

In accordance with the Safety policy, any violation of established safety procedures or practices is subject to disciplinary action. Further information regarding the University's safety policies may be found at: <http://www.csbsju.edu/Environmental-Health-Safety/Policies.htm>

Safety violations may be minor (e.g. disregard for protective equipment and safety precautions) or serious (e.g., endangering self and/or others). The severity of the safety violation will be determined by the supervisor, in consultation with the Director of Environmental Health and Safety and Assistant Safety Officer. The supervisor, following consultation with the Human Resources department, may implement the discipline process at any stage deemed appropriate depending on the severity of the safety violation. Serious safety violations may be grounds for immediate dismissal.

EMPLOYMENT SEPARATION

Voluntary Separation

1. Resignation

A minimum written notice of two weeks is expected when an employee resigns. The employee and supervisor may mutually agree upon a shorter notice period. The employee's resignation date shall be the last day of actual work. Accrued and unused vacation time will be paid upon resignation and may not be used to extend the resignation date.

2. Retirement

Retirement is defined as voluntary separation of employment at a minimum age of 55. (Please refer to the Employee Benefits section of this handbook for information on the eligibility requirements to receive health insurance and tuition remission benefits upon retirement.)

Accrued and unused vacation time will be paid out upon retirement. An employee may use all or a portion of the vacation balance to extend the retirement end date.

Involuntary Separation

1. Layoff and Recall

Layoff is an action on the part of SJU by which the employee is released from his/her position and may be subject to recall. Whenever possible, a minimum notice of thirty calendar days will be provided.

When it becomes necessary to lay off employees because of budgetary limitations, decreased volume of activity, financial emergency (*Appendix F*), or other reasons, the supervisor will first determine the position/functions to be laid off. When multiple employees hold the same position title, it is the policy of SJU that both position seniority and other factors such as qualifications are considered in the decision. Position seniority is defined as an employee's current hire date (position seniority date) in the affected department. Layoffs in a joint department will occur in consultation with the appropriate CAOs and will be based on position seniority within the joint department as defined above.

The Human Resources department should be consulted to verify seniority dates and other relevant employment information to be considered in making the decision.

At the supervisor's discretion, the employee may work through all or a portion of the notice period or be laid off immediately. An employee working through the notice period will continue to accrue vacation and will retain current insurance coverage until the end of the month in which the layoff occurs.

An employee facing immediate layoff will receive twenty days (20) of pay and current insurance coverage will terminate at the end of the month in which the layoff occurs. The 20 days of pay may be modified or waived in the event of a Financial Emergency. An employee's unused vacation balance will be paid out on the final payroll following the layoff.

An employee affected by layoff is encouraged to check the employment opportunities website for vacancies.

Note: In accordance with the preferential hiring of monastic members, monks are subject to layoff only if there are no positions available for which they are qualified.

Appeal of Layoffs

Within ten (10) working days of receiving notice of layoff, an employee may appeal the decision to the Human Resources department. An appeal is limited to the determination of position seniority and/or qualifications in the decision process.

Human Resources will research and consult with the applicable Chief Administrative Officer or Executive-in-Charge and respond to the appeal within ten (10) working days.

Employee Recall to Former Position

An employee may be recalled to his/her former position for a period up to six (6) months based on position seniority date.

Sick leave hours will be reinstated and vacation accrual will be based on the accrual rate at the time of layoff.

Employee Re-assignment to New Position

An employee reassigned to a new position at SJU within six (6) months of layoff will retain his/her original date of hire.

Sick leave hours will be reinstated and vacation accrual will be based on the accrual rate at the time of layoff.

2. Position Elimination

This action may be the result of budgetary limitations, decreased volume of activity, restructuring, financial emergency (*Appendix F*), or other reasons. This decision is not based on seniority or qualifications. Position elimination does not apply to a term appointment ending on schedule or to the conclusion of a grant funded position.

Notice Period for Position Elimination

Whenever reasonably possible, as determined by SJU, a minimum notice of thirty (30) calendar days will be provided.

At the supervisor's discretion, the employee may work through the notice period or the position may be ended immediately. An employee working through the notice period will

continue to accrue vacation and will retain current insurance coverage until the end of the month in which the position elimination occurs.

An employee facing immediate position elimination will receive twenty (20) days of pay and current insurance coverage will terminate at the end of the month in which the position ends.

Position Elimination is not subject to the grievance policy.

Severance Pay

Eligibility

An employee in a benefit eligible appointment at .50 FTE or greater and who is involuntarily terminated from employment for reasons other than layoff, disciplinary action, or conduct which warrants immediate dismissal, is eligible for severance pay.

Payment Schedule

Severance pay is based upon years of continuous service, as outlined below. Severance pay will be prorated based upon the employee's FTE.

Minimum severance: Up to two years of service equals two weeks of severance pay

Additional severance:

Administrative Staff—two weeks per year of service up to a maximum of 26 weeks

Support Staff—one week per year of service up to a maximum of 26 weeks

Exceptions to this policy are at the discretion of the President, Board, or Chief Administrative Officer and in consultation with the Human Resources department. Severance pay may be modified or waived in the event of a Financial Emergency.

3. Employment Termination

This action is immediate following the use of appropriate discipline or as the result of the occurrence of conduct warranting immediate dismissal.

Severance pay does not apply to employment termination nor is termination subject to the grievance policy.

An employee's unused vacation balance will be paid out on the final payroll.

*Employee
Benefits*

EMPLOYEE BENEFITS PROGRAM

Benefits are an integral part of an employee's total compensation. The Employee Benefits Program is designed to meet the needs of both the employee and his/her family. Questions regarding benefit information may be directed to the Human Resources department.

Eligibility Definitions

Full-Time Benefit Eligible: An employee scheduled to work at least a .75 FTE during the fiscal year (July 1-June 30).

A full-time employee is eligible for the following benefits:

1. Health, Dental, Life, and Vision Insurance
2. Flexible Spending Account/Health Savings Account
3. Paid Leave (Sick, Vacation, Funeral, Parental)
4. Long-Term Disability
5. Paid Holidays
6. 403(b) Retirement Plans (Defined Contribution & Supplemental Tax Deferred Annuity)
7. Tuition Remission

Part-Time Benefit Eligible: An employee scheduled to work between a .50 and .74 FTE during the fiscal year (July 1-June 30)

A part-time employee is eligible for the following benefits:

1. Health, Dental, Life, and Vision Insurance
2. Flexible Spending Account/Health Savings Account
3. Paid Leave (Sick and Vacation)
4. Paid Holidays
5. 403(b) Retirement Plan (Supplemental Tax Deferred Annuity)

Insurance

HEALTH INSURANCE

Saint John's University is self-insured for this benefit.

Eligibility

A full-time or part-time benefit eligible employee is eligible for health insurance coverage effective the first of the month coincident with or following the first day of employment.

Coverage Summary

An employee may choose from the following coverage options:

- Employee
- Employee + Child(ren)
- Employee + Spouse
- Family

The University and Employee share in the cost of this benefit.

Health insurance is offered annually on a fiscal year timeline (July 1-June 30). An employee may elect to change benefit coverage during the annual enrollment period held each spring. For a qualifying status change occurring outside of the annual enrollment period, a status change form is required within 31 days of the qualifying event.

Coverage Continuation Program

Following separation of employment, an individual previously enrolled in the health insurance plan will have the option of continuing group health insurance coverage for up to eighteen (18) months or until Medicare eligible, whichever comes first.

An employee retiring with a minimum of 15 years of full-time service (.75 FTE or greater) is eligible to continue health insurance coverage for the lesser of 36 months or to the date he/she becomes eligible for Medicare coverage.

If an employee resigns during a non-appointment period (unscheduled work time), benefits will end as of the last day of the month of the most recent appointment period.

Flexible Spending Accounts/Health Savings Account

These programs allow an employee to set aside a portion of salary, on a pre-tax basis, to pay for eligible expenses.

DENTAL INSURANCE

Saint John's University is self-insured for this benefit.

Eligibility

A full-time or part-time benefit eligible employee is eligible for dental insurance coverage effective the first of the month coincident with or following the first day of employment.

Coverage Summary

An employee may choose from the following coverage options:

- Employee
- Employee + 1
- Family

The University and Employee share in the cost of this benefit.

Dental insurance is offered annually on a fiscal year timeline (July 1-June 30). An employee may elect to change benefit coverage during the annual enrollment period held each spring. For a qualifying status change occurring outside of the annual enrollment period, a status change form is required within 31 days of the qualifying event.

Coverage Continuation Program

Continuation coverage is not available for dental insurance.

LIFE INSURANCE AND AD&D (ACCIDENTAL DEATH & DISMEMBERMENT)

Eligibility

A full-time or part-time benefit eligible employee may receive this benefit effective the first of the month coincident with or following the first day of active employment.

Coverage Summary

This benefit is paid for by the University, with the amount of coverage as follows:

<u>Salary Range</u>	<u>Benefit Amount of Life and AD&D Insurance</u>
\$0 to \$20,000	\$50,000*
\$20,001 to \$37,500	\$75,000
\$37,501 to \$50,000	\$90,000
\$50,001 and above	\$100,000

*The employee is responsible for income tax on the life insurance benefit amount above \$50,000.

In the event of death, a benefit will be paid to the designated beneficiary in the amount described above. If an employee continues to be employed between age 70 and 75, the benefit received will be reduced to 65 percent. At age 75 the benefit will be reduced to 50 percent.

Employee Optional Life Insurance

In addition to the benefit listed above, an employee may elect to purchase one, two, three, or four times his/her annual salary in optional life insurance. In addition, an employee may purchase a basic amount of life insurance for his/her spouse and eligible dependents. Matching AD&D Insurance may also be purchased on employee only. An employee may apply for available optional life insurance during open enrollment held each spring, effective annually on July 1. In the event that the employee has a qualifying status change mid-year, a form must be completed within thirty-one days in order to make benefit changes.

Coverage Continuation Program

Following separation of employment, an employee previously enrolled in the life insurance plan will have the option of continuing life insurance coverage for up to eighteen (18) months.

WORKERS' COMPENSATION

All employees are protected under the Minnesota Workers' Compensation Act. Saint John's University carries Workers' Compensation Insurance to provide reimbursement for medical expenses and continuation of salary in the event of occupational illness or work-related injuries incurred during the course of employment.

All injuries, even if serious personal injury is not involved, must be reported to your supervisor. If professional medical treatment is indicated, your supervisor will contact Life Safety Services to make the necessary arrangements.

Supervisor & Employee Responsibilities to Report Illness or Injuries

The injured employee and his/her supervisor share in the responsibility to report occupational illnesses and work-related injuries. An "Accident/Incident Report" must be completed by both parties and returned to the Human Resources department within 24 hours of the incident. All injuries, regardless of severity, must be reported. The Human Resources department will file the injury report with the Plan Administrator. Failure to report an illness/injury in a timely manner may result in loss of benefits to the employee.

Please contact the Human Resources department for further information.

Benefits Coverage

When an employee is absent from work due to a workers' compensation covered illness/injury, Saint John's University will continue to pay the employer's portion of health and life insurance premiums for a period of 12 months. The employee will need to pay the employee portion of the premium.

Return-To-Work Program Statement

Saint John's University supports the practice of bringing injured employees back to work, as soon as they are medically able, to the same position or another position compatible with any physical work restrictions. Accommodations may be necessary to meet the medical restrictions. If an accommodation in the employee's current position is not possible, the Human Resources department will work with the supervisor and employee to explore possible options for a temporary, transitional or light-duty position within or outside of the employee's department. We believe this practice serves the best interests of our employees and the University.

RE-EMPLOYMENT INSURANCE

Employees are eligible for unemployment compensation coverage as established under the Minnesota Department of Employment and Economic Development (www.uimn.org). It is the individual's responsibility to determine if he or she should apply for benefits.

*Disability/
Leaves*

SICK LEAVE

Eligibility

A full-time or part-time benefit eligible employee will accrue sick leave beginning upon his/her date of employment, as outlined below.

Earning Sick Leave

An employee may earn up to nine (9) days (72 hours) per year. Sick leave accrues based on an employee's FTE.

Sick leave can be accrued up to a maximum of ninety days or 720 hours. An employee's sick leave balance is not paid out upon separation of employment.

Use of Sick Leave

An eligible employee may use accumulated sick leave hours to account for absence(s) from work due to his/her non-occupational injury or illness, the illness or injury of an employee's relative (as defined below), or for a medical/dental/vision care appointment.

Relative is defined as:

- minor or adult child, including step, adopted, or foster child
- grandchild including step, adopted, or foster grandchild
- spouse
- sibling
- parent/step-parent/parent in-law
- grandparent

An employee may also use sick leave for "**safety leave**", broadly defined as leave for the purpose of providing or obtaining assistance because of sexual assault, domestic abuse or stalking of the employee or any relatives of the employee, as outlined above.

Reporting Procedure: When reporting sick leave, identify for whom the sick leave was used (example: self, spouse, child, sibling, parent, etc.).

- Support staff: Please note this information in the "explanation" column on your timecard.
- Administrative staff: Please report this information to your appointed designee.

An employee is responsible to notify his/her supervisor when using sick leave. Notification is required 30 minutes prior to the start of the work day. Failure to report an absence because of illness/injury may be cause for disciplinary action.

Medical Certification: An employee using five consecutive days of sick leave will be required to obtain medical certification for the absence. The absence may qualify for Family Medical Leave due to a documented serious health condition of the employee, the employee's spouse, child, or parent. Please contact the Human Resources Department for further information or refer to the Family Medical Leave Act Rights and Responsibilities information found in the Disabilities/Leave section of this handbook

Sick Leave Pay

Sick leave is paid at the employee's regular rate of pay. Once the employee has specified the missed time as sick leave for payroll purposes, it may not be changed to any other designation.

No overdraft of sick leave is permitted. If the employee lacks accumulated sick leave hours to cover the absence, the absence may be charged to vacation leave if the employee has vacation time accumulated. If there is no sick or vacation leave balance available to cover all or part of the absence, the leave may not be approved and/or the employee may be placed in a non-pay status for the absence period.

Revised July 2014

LONG TERM DISABILITY

Eligibility

A full-time benefit eligible employee may apply for this benefit the first of the month following the completion of one year of employment.

Benefit Summary

The Long Term Disability Plan provides a benefit equal to sixty percent of the employee's monthly salary to a maximum of \$11,000 per month if they are unable to work due to an illness or non-work related injury and after the completion of the 90 calendar day elimination period. The employer pays 100 percent of the employee's premium for this protection. For additional information, contact the Human Resources department.

After the Long Term Disability elimination period of 90 calendar days, the employee has the right to continue current elected benefits for up to eighteen (18) months, as stated in the Coverage Continuation Program. The University will pay the employer's share of the premiums for current elected basic life and health benefits for the first twelve months of the eighteen month period, provided the employee has applied for long term disability benefits and the claim has been approved.

Revised April 2016

PARENTAL LEAVE AND WORKING PARENTS' RIGHTS

Unpaid Parental Leave

Eligibility

An employee is eligible for this leave if he/she is employed at least twelve months as of the start of the leave and has worked on average at least half time during those twelve months.

Benefit Summary

Minnesota law requires an employer to provide up to 12 weeks of unpaid parental leave to a mother or father within 12 months of the birth or adoption or within 12 months after the child leaves the hospital, if the child remains in the hospital longer than the mother. This leave is also available to female employees for pre-natal care or for incapacity due to pregnancy, childbirth or related health conditions.

Please contact the Human Resources department to initiate the leave process.

Paid Parental Leave

Eligibility

A full-time benefit eligible employee (working at least a .75 FTE) with a minimum of twelve months of full-time employment may receive this benefit.

Benefit Summary

Immediately upon the birth or adoption of a child, an eligible employee will be granted up to 15 consecutive work days (120 hours) of paid parental leave (based upon FTE). This leave will not be deducted from accrued sick leave. If additional sick leave is medically necessary, the employee may use accrued sick leave for the medically certified period. Paid parental leave runs concurrent with Family Medical Leave.

Please contact the Human Resources department to initiate the leave process.

Reasonable Accommodation for Pregnancy

Reasonable accommodations, without proof of medical necessity, will be provided to an employee for health conditions related to pregnancy including more frequent restroom, food and water breaks, seating, and limits on lifting over 20 pounds. An employee may request other accommodations with the advice of her licensed healthcare provider or certified doula. We will engage in an interactive process with the employee regarding the employee's request for accommodation. Employees requesting accommodations and supervisors receiving requests for accommodations are encouraged to consult with the Human Resources department.

Nursing Mothers - Lactation Space

In accordance with federal and state law, CSB/SJU is committed to supporting nursing mothers. The University will provide a staff member with a private lactation space (other than a bathroom) shielded from view and free from intrusion in close proximity to her work area, and with access to an electrical outlet. Please contact the Human Resources department for assistance with these arrangements.

Working Parents' Rights

Minnesota law requires that an employee is entitled to take up to sixteen (16) hours of unpaid leave per calendar year to attend his/her child's school conferences, classroom activities or child care or other early childhood programs. An employee may elect to use accrued vacation leave for these events.

Revised May 2018

SHORT TERM LEAVES OF ABSENCE

Personal Unpaid Leave

A short-term leave of absence (up to two weeks) without pay may be requested by an employee and granted at the discretion of his/her department manager, in consultation with the Human Resources department.

Jury Duty

A full-time employee summoned for jury duty and required to report will be given a leave of absence for the period of time they must actually serve during the regular work schedule. During this period employees not required to report for jury duty are expected to report to work, as scheduled. If an employee's regular work schedule is different from the time they must serve, the employee's schedule may be altered at the discretion of the supervisor. The employee will receive regular pay minus the amount of money received for jury duty, not including travel pay. Documentation from the court listing days served must be provided to the payroll office. There will be no loss of benefits during jury duty.

Leave For Subpoenaed Court Appearances

When a full-time employee is subpoenaed, time off with pay is provided, pending documentation from the court.

Funeral Leave

A full-time employee, with at least six (6) months of service, will receive paid time off from scheduled work days to attend the funeral and interment.

The following maximum amount of paid time applies:

Spouse	5 days
Child	Note below*
Parent	3 days
Brother or Sister	3 days
Stepparent	3 days
Stepchild	3 days
Parent in-law	3 days
Employee's Grandparent	1 day
Grandchild	3 days
Brother or Sister in-law	3 days
Son or Daughter in-law	3 days
Monastic Community	1-3 days***

Employee's Aunt or Uncle	1 day
Employee's Cousin	1 day
Niece or Nephew	1 day
Close Friend	4 hours**
Co-worker	4 hours**

*24 years of age and under - 5 working days ***This is intended for a Monastic Community member to attend a Monastic Community funeral
 *25 years of age and over - 3 working days

**Close Friend/Co-worker - Up to four hours maximum per funeral will be paid during the fiscal year, not to exceed three funerals per year.

Pay for time off will be at the employee's regular pay, and will not exceed eight hours in one day or more than the above specified number of days. Funeral leave is not used to compute overtime pay. If additional time is needed, vacation time or unpaid leave may be granted with supervisory approval. Sick leave cannot be used.

When the death of a family member covered by this policy occurs while an employee is on a scheduled vacation, the employee's vacation is converted to funeral leave for the period that the employee would have qualified for had he/she been working.

Military Leave

Upon receipt of military orders requiring an employee to report for active duty or summer training programs, an unpaid leave of absence will be granted for the duration of the active duty time. Short term weekend training required of military reserve units may be charged to vacation time or taken as time off without pay. Weekend absences should be scheduled with the supervisor in advance.

Family Medical Leave Act
Employee Rights and Responsibilities
Under The Family and Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons

- For incapacity due to pregnancy, parental medical care or child birth;
- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for the employee’s spouse, child, parent or next of kin who is a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that has rendered the service member medically unfit to perform his or her duties. This military caregiver leave may be used if the covered service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Employees are entitled to the same or an equivalent job upon returning to work from FMLA leave if they return to work within the twelve-week (or twenty-six week for military family leave) period. If an employee is unable to return to work or fails to return to work when the FMLA leave has been exhausted, the employee will be considered to have terminated employment unless an extension of leave or some other accommodation has been requested by the employee and such extension or accommodation has been granted by the employer. Any request for an extension of leave or accommodation must be made in writing to the Director of Human Resources.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least twelve months and have worked for at least 1,250 hours over the previous 12 months.

Definition of Serious Health Condition

A serious health condition entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in the FMLA regulations or a course of continuing treatment by a health care provider as defined in the FMLA regulations.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies. The employer will not allow any stacking of benefits. ("Stacking of benefits" is defined as the use of accrued time to extend the Family Medical Leave beyond twelve weeks). Any paid or unpaid leave taken will be included within the Family Medical Leave period.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Medical Certification

If an employee takes Family Medical Leave for one's own serious health condition or to care for the serious health condition of one's child, spouse, or parent, the employer requires certification from a health care provider. The initial certification will be due fifteen calendar days after the request for Medical Leave is requested, and a certification supporting the leave will be required every thirty days, subject to exceptions. If certification is not provided as required, protected leave may be denied until it is provided.

Health Care Coverage

During an employee's Family Medical Leave, the employer will continue to pay its share of the benefits, i.e., medical, dental, life, and long term disability if applicable. Employees are required to pay their portion for the duration of the leave. If the employee is in a pay status, premiums will be deducted through the normal payroll process. If the employee is in a non-pay status, contact the Human Resources department for payment arrangements.

LONG TERM LEAVES OF ABSENCE

Eligibility

A full-time benefit eligible employee may request a long term leave of absence.

Uncompensated Leave

An unpaid leave of absence, for up to six months, may be requested in writing to the department manager. The anticipated length of leave must be specified in the request. The department manager will confirm the decision in writing and submit the documentation to the Human Resources department.

The following rules govern Uncompensated Long Term Leaves of Absence:

1. The leave of absence allows an employee to return to the same or similar position without loss of previously earned benefits and earned seniority. However, during the leave of absence such benefits and seniority do not accrue. An employee may continue benefits by paying the full cost of the benefits.
2. If a change in the approved period of leave is needed, the employee must contact the department manager to discuss the revised dates. The department manager is responsible for notifying the Human Resources department of the approved changes to the employee's leave.
3. If applicable, Family Medical Leave will be counted as part of the six months.
4. Federal legislation covering Veteran's Re-employment Rights is followed.
5. Except for extended military leaves of absence, no leave of absence will be granted for longer than six months.
6. Unemployment compensation is not available during an approved long term leave of absence.

Compensated Educational/Professional Leave for Administrative Staff

Eligibility

A full-time benefit eligible administrative employee may apply for a long-term, compensated educational leave after seven years of continuous service. The employee is eligible for subsequent leaves after an additional seven year period of employment.

The following rules govern Compensated/Educational/Professional Leaves:

1. An educational/professional leave is defined as an absence of one to twelve (not necessarily consecutive) months, for the purpose of study, training, or research in activities related to the administrative employee's work.
2. Employees on compensated educational leave will be paid as follows:

- leave of 50% or less of appointment will be at full salary
 - leave of 51% to 75% of appointment will be paid $\frac{3}{4}$ salary
 - leave of 76% to full appointment will be paid at $\frac{1}{2}$ salary
 - benefits coverage remains in effect during the leave
3. An employee may not accept any other employment that might interfere with the proposed leave plan. However, employment compatible with the leave, and any fellowships or grants, may be accepted if total compensation (SJU and other employment) does not exceed the employee's annual compensation. If, after reasonable project expenses have been taken into consideration, the total compensation exceeds the employee's normal salary, the leave compensation will be reduced by the excess amount.
 4. The position will be held for the employee during the leave, and the employee is expected to return to full-time employment for at least one year following a long-term compensated educational leave.

Application Process

A leave application request form should be submitted to the Human Resources department by October 1st for a leave in the next fiscal year. Notification of acceptance or denial will be given after the budget for the next fiscal year has been approved by the Board in March.

Criteria for Selection

In general, acceptance of a request for leave will depend upon the following criteria:

1. the professional content of the proposal
2. relevance to the employee's area of current or future responsibility
3. timeliness-coincidental opportunities that might be
 - external (e.g., a grant opportunity or the beginning of a program not usually available)
 - internal (e.g., restructuring of a department)
 - personal (e.g., spouse also on leave)

Approval Process

The Chief Administrative Officer or Executive-in-Charge will review the application and make a recommendation to the President. The leave is considered within the limits of the department's ability to sustain its normal operation during the employee's absence, as well as the financial requirements necessary to support both the employee on leave and replacement personnel. After approval from the President, the request is forwarded to the Board of Trustees. Decisions are rendered on an individual basis by the Executive Committee of the Board of Trustees. For Joint positions, the Chief Administrative Officer(s) and both Presidents must approve.

Presidential Discretion for Compensated Administrative/Professional Leave

The SJU President, or SJU and CSB Presidents in the case of joint employees, may authorize a compensated leave for Chief Administrative Officers/Cabinet Members based on criteria and/or in a format other than described above to conduct research or other special assignments in the

best interest of the university/college. Such leaves proposed by the President(s) will be documented as to rationale, timeframe, and expectations.

Vacation

VACATION

Eligibility

A full-time or part-time benefit eligible employee will accrue vacation leave beginning upon his/her date of employment, as outlined below.

Vacation Accrual - Administrative Staff

<u>Years of Service</u>	<u>Vacation Days per Year</u>
0 - 10 years	15 days
11+ years	20 days

Note: Coordinate Cabinet members receive 20 days of vacation per year.

Vacation is accrued based on FTE to a maximum of 240 hours. The Department Manager has discretion to set guidelines for use of vacation time to meet the department's operational needs. Vacation leave requires supervisory preapproval and is reported monthly to the Vice President or designee.

Vacation usage may not exceed an employee's current vacation balance.

Vacation Accrual - Support Staff

<u>Years of Service</u>	<u>Full-time annual accrual</u>
0 to end of 2 nd year	10 days
beginning 3 rd to end of 5 th year	13 days
beginning 6 th to end of 10 th year	16 days
beginning 11 th year and beyond	20 days

Vacation is accrued based on FTE to a maximum of 240 hours. The Department Manager has discretion to set guidelines for use of vacation time to meet the department's operational needs. Vacation leave requires supervisory preapproval and is reported on the timecard.

Vacation usage may not exceed an employee's current vacation balance.

Vacation Benefits upon Separation

Unused accrued vacation hours will be paid out to administrative and support staff employees upon separation of employment.

Hours applicable to vacation accrual:

- Regular Hours
- Sick Leave
- Jury Duty Leave
- Holidays
- Parental Leave
- Funeral Leave
- Vacation Leave

Hours not applicable to vacation accrual:

- Overtime
- Workers' Compensation
- Unpaid Leave

Holidays

HOLIDAYS

Eligibility

A full-time or part-time benefit eligible employee may receive holiday pay.

Official Holidays

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Additional days between the Christmas Day holiday and New Year's Eve holiday (Applies only to joint employees.)*

** Note: The College of Saint Benedict is closed between Christmas and New Year's. SJU joint employees receive 1.5 of the 3 additional days off. The 1.5 days off may be assigned during Christmas week or "floated" to be taken at a later date prior to the end of the fiscal year.*

When a paid holiday falls on Sunday, the following Monday is observed; when a holiday falls on Saturday, the preceding Friday is observed.

Holiday Pay

Holiday pay is computed and paid at the rate of eight hours per holiday for a full-time employee and at the rate of four hours per holiday for a part-time benefit-eligible employee.

If a holiday falls within an employee's vacation period or during a medical leave of absence, the day is reported as a holiday. If an employee is absent due to a workers' compensation injury/illness, the day is paid under workers' compensation, not as a holiday.

Work on a Holiday

Since Saint John's University operates seven days a week, some employees may have to work on each holiday to provide essential services. Working on a holiday requires pre-approval by the supervisor, and supervisors are expected to assign work on a holiday in an equitable manner. An employee scheduled to work on a holiday will receive regular pay for the holiday and regular pay for the hours worked, or regular pay and a compensated day off (alternate or floating holiday) to be used by the end of the fiscal year.

*Tuition
Remission*

EDUCATIONAL BENEFITS FOR EMPLOYEE/SPOUSE

Eligibility

A full-time benefit eligible employee and/or his/her spouse may receive this benefit the beginning of the semester following six months of continuous employment.

The benefit provides for free tuition, excluding fees, with the approval of the Chief Administrative Officer or Executive-in-Charge. The employee/spouse may enroll for one undergraduate course per term including summer term, up to four credits, to a maximum of two courses per year. Courses available are limited to undergraduate offerings at Saint John's University and the College of Saint Benedict excluding: the SJU/CSB/Saint Cloud State University Exchange Program; special evening courses; School of Theology courses, etc. Enrollment in courses does not imply acceptance of the employee/spouse by either Saint John's University or the College of Saint Benedict as a degree candidate.

Application Process

Employee

The application process requires completion of a Class Authorization form and Data Collection form, as well as approval by the supervisor and CAO or Executive-in-Charge. An employee and his/her supervisor shall mutually determine how the time away from work will be made up.

Spouse

An employee's spouse may apply for this benefit by contacting the Human Resources department.

TUITION REMISSION FOR DEPENDENTS

The tuition remission benefit provides a financial resource to a qualified son or daughter for meeting the tuition costs at the College of Saint Benedict or Saint John's University.

The employee and/or the son or daughter assumes all liability for any federal or state taxes that may apply to this benefit.

Note: This policy may be subject to review in the event of changes in federal and/or state tax regulations.

Internal Tuition Remission

Eligibility Period

1. For an employee beginning full-time benefit eligible employment **prior to July 1, 2017**: Eligibility begins the fall or spring semester following two years (24 months) of continuous employment at a .75 FTE or greater. Continued eligibility and use of the benefit requires the employee to remain in a full-time benefit eligible appointment status. If no longer employed due to resignation or, retirement with 20 years of service, disability or death with 10 years of service, the extension of the benefit to the eligible dependent(s) of the former employee is as described below.
2. For an employee beginning full-time benefit eligible employment **on or after July 1, 2017**: Eligibility begins the fall or spring semester following five years (60 months) of continuous employment at a .75 FTE or greater. Continued eligibility and use of the benefit requires the employee to remain in a full-time benefit eligible appointment status at .75 FTE or greater. If no longer employed due to disability or death with 10 years of service, the extension of the benefit to the eligible dependent(s) of the former employee is as described below.

The terms of the tuition remission benefit at the College of Saint Benedict or Saint John's University are as follows:

A qualified son or daughter is defined as the employee's biological child, child legally adopted prior to age 18, or step-child living with the employee or a step-child for whom the employee has full or shared custody*. Each time an eligible employee requests a tuition remission benefit, the qualified son or daughter must meet the following criteria:

1. is less than twenty-five years old;
2. is not and has not been married;
3. has been accepted for admission by the CSB/SJU Admission Office based on meeting admission criteria.

*A step-child must be claimed as a dependent on the employee's tax return for at least the tax year prior to utilizing the benefit, unless legally ineligible to be declared as a dependent. An IRS

tax return transcript will be required. A copy of a divorce decree or death certificate may also be requested.

Note:

Only undergraduate course offerings qualify. Continuing Education courses, special evening courses, School of Theology courses, summer school, are excluded.

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress as determined by the college/university.

Benefit Amount, Duration and Other Provisions

Tuition remission covers only the tuition for two semesters and does not cover overload, special, summer credits, or summer internships. The duration of this benefit is a maximum of four years of undergraduate higher education for each son or daughter. If the son or daughter has completed two years of college at CSB or SJU prior to becoming eligible for this benefit, the maximum benefit amount is two years.

The **maximum** duration is four school years for each son or daughter, namely eight semesters.

Dollar Value of Tuition Remission

For an employee beginning full-time benefit eligible employment **prior to July 1, 2017**: The maximum dollar amount of the benefit each school year shall be 100% of the College/University's tuition for the current year. The employee or the son or daughter pay all other applicable charges, such as room and board, fees, books, etc.

For an employee beginning full-time benefit eligible employment **on or after July 1, 2017**: The maximum dollar amount of the benefit each school year shall be 100% of the College/University's tuition for the current year for an employee with five years of continuous employment at 1.0 FTE. For an employee with five years of continuous employment at an FTE between .75 and 1.0, the maximum dollar amount of the benefit each school year shall be 90% of the College/University's tuition for the current year. The employee or the son or daughter pay all other applicable charges, such as room and board, fees, books, etc.

An employee who has met the 100% eligibility requirement (5 years of continuous service at 1.0 FTE) and has an FTE reduction will retain 100% benefit providing he/she maintains full-time benefit eligibility (.75 FTE or greater).

Additional Financial Aid

Students receiving tuition remission are not eligible for College of Saint Benedict or Saint John's University merit scholarships. However, students receiving tuition remission may apply for federal or state grants by completing the required financial aid forms each year. If the student

qualifies for a federal or state grant, it will be awarded in addition to the tuition remission. In the event the total of tuition remission, federal grants, state grants and any other aid exceeds the cost of attendance, the tuition remission award will be reduced. Questions about the financial aid process, federal or state grants, on-campus employment or loan options should be directed to the Financial Aid office.

Following Disability or Death of Employee

After ten years of full-time continuous employment with Saint John's University, a 50 percent tuition remission shall survive the employee for each remaining qualified son or daughter and 5 percent for each additional year over 10 years. The benefit applies to internal tuition remission at the College of Saint Benedict or Saint John's University and only to the Consortia program if the dependent is already receiving the consortia benefit at the time of the employee's death or employment separation due to disability.

Following the Retirement of an Employee

An employee who began full-time benefit eligible employment prior to July 1, 2017 and retires after twenty or more years of full-time continuous employment will retain the internal tuition remission benefit for qualified sons and daughters at the College of Saint Benedict and Saint John's University.

Status Changes during the Academic Year

If the recipient loses qualified son or daughter status during the academic year or the employee terminates employment, the tuition remission benefit may be prorated

TUITION CONSORTIA PROGRAM FOR DEPENDENTS

The Tuition Consortia Program provides a reciprocal scholarship opportunity for the dependents of eligible staff at member schools. The program includes:

- Tuition Exchange (TE); and
- Catholic College Cooperative Tuition Exchange (CCCTE)

Further information about the program and participating schools is available on the Human Resources intranet site at:

https://sharepoint.csbsju.edu/humanresources/Pages/hr_benefits_tuitionconsortiaprogram.aspx

Eligibility Period

1. For an employee beginning full-time benefit eligible employment **prior to July 1, 2017**: Eligibility begins the fall or spring semester following two years (24 months) of continuous employment at a .75 FTE or greater. Continued eligibility and use of the benefit requires the employee to remain in a full-time benefit eligible appointment status. Upon employment separation due to death or disability following 10 years of service, the employee's dependent(s) remain eligible for the benefit if the dependent was already receiving the benefit at the time of the employee's death or employment separation due to disability.

2. For an employee beginning full-time benefit eligible employment **on or after July 1, 2017**: Eligibility begins the fall or spring semester following five years (60 months) of continuous employment at a .75 FTE or greater. Continued eligibility and use of the benefit requires the employee to remain in a full-time benefit eligible appointment status at .75 FTE or greater. Upon employment separation due to death or disability following 10 years of service, the employee's dependent(s) remain eligible for the benefit if the dependent was already receiving the benefit at the time of the employee's death or employment separation due to disability.

The terms of the program are as follows:

A qualified son or daughter is defined as the employee's biological child or a child legally adopted prior to age 18. Each time an eligible employee requests a tuition remission benefit, the qualified son or daughter must meet the following criteria:

1. is less than twenty-five years old;
2. is not and has not been married;

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that institution.

Dollar Value of Tuition Consortia Benefit

The amount of the benefit varies by member institution and is subject to change annually.

Contact the Human Resources Office for information.

Priority for Utilizing Tuition Consortia

1. Seniority (years of continuous service from date of hire in a full-time benefit eligible appointment status) is the main criterion for deciding priority of an employee's application to be considered for the benefit. A leave of absence will not be credited toward years of service for the purpose of the seniority calculation. In the event of applications from multiple employees with the identical seniority date, the birth date of the dependent child is the deciding factor, with the older dependent given priority.
2. An employee may receive only one tuition consortia benefit at a time. The dependent may have access to up to four years of the benefit, or completion of a baccalaureate degree, providing the parent/employee continues to be eligible. An employee with one dependent using the benefit who wants to apply on behalf of another dependent will be placed behind all other first-time applicants on the priority list.

A dependent choosing to discontinue attending a consortia college may not "release" unused tuition consortia benefits to a sibling.

The dependent already in the consortia ordinarily has priority over all new applicants unless a limit of less than four years was specified on the dependent's certification form.

There are many variables which may affect a dependent's ability to participate in the consortia programs. Each tuition consortia program has its own import/export requirements. These requirements limit the number of applicants SJU may send to consortia institutions on an annual basis. The granting of a consortia scholarship is at the sole discretion of the receiving institution. Due to these variables, it is recommended that this program be considered as just one potential option for college financing.

Application Deadline

The deadline to request consideration for the consortia program benefit for the following school year is December 1st.

TRAVELING TUITION REMISSION

Eligibility

This benefit applies to full-time benefit eligible SJU administrative staff hired before July 1, 1998.

Definitions

1. Traveling Tuition Remission is an educational benefit provided by SJU to a qualified son(s) or daughter(s) of an eligible employee for meeting the tuition costs at an undergraduate institution other than Saint John's University or the College of Saint Benedict, an institution which is a member of one of the consortia programs or with whom there is a bilateral agreement.

Effective July 1, 2011, an eligible employee with a dependent entering college will be required to notify the Human Resources department annually, by December 1st, of intent to use the benefit effective the following academic year. The December notification date coincides with the timeline for consortia applications. An employee's dependent who chooses to attend a school participating in SJU's consortia programs must apply for, and if accepted, use the consortia program.

2. Institution of Higher Education is a nationally or regionally accredited institution which offers the baccalaureate degree, or a community college whose credits would be of such value as to be transferrable to Saint John's University.

3. The term qualified refers to a son or daughter who, at each time of requesting use of the benefit, concurrently meets all of the following criteria:

a. is a biological child of the eligible administrative employee, a child who was legally adopted prior to age eighteen (18), or a stepchild designated by name at the time of initial appointment*;

*A step-child must be claimed as a dependent on the employee's tax return for at least the tax year prior to utilizing the benefit, unless legally ineligible to be declared a dependent. An IRS tax return transcript will be required. A copy of the divorce decree or a death certificate may also be required.

b. is less than twenty-five years old;

c. is a declared dependent of the employee for Internal Revenue Service purposes;

d. is not and has not been married; and

e. is enrolled at an accredited two year or four year institution of higher education for the purpose of pursuing a Bachelor's Degree.

At the time of hire, the status of each child of the eligible employee was clarified and written into the employment record by the Human Resources department. Further biological children of the employee and children who are legally adopted prior to age eighteen will subsequently be added to the record.

Note:

The employee and/or the son or daughter assumes all liability for federal and state taxes that may be attached to this benefit. This policy may be subject to review in accordance with changes in federal and state tax regulations.

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that institution.

Duration of Benefit

The maximum duration is four (4) school years for each son or daughter, namely eight (8) semesters.

Summer School

Attendance at summer school allows an individual to earn credits toward graduation. In this case, the number of credits paid for will be computed as a portion of an academic year. Thus, if eight semester hours are paid for (supposing, for purposes of this example, an SJU sixteen credit per semester full-time load), that payment represents one-half of a semester.

Status Change during the Academic Year

If the recipient loses qualified son or daughter status (e.g. if the recipient turns twenty-five years of age, marries, discontinues being an IRS dependent of the employee) during the academic year, tuition remission is prorated. If an administrative employee transfers employment to CSB, traveling tuition does not transfer.

Dollar Value of Traveling Tuition Remission

The maximum dollar amount for Traveling Tuition Remission each school year for a qualified son or daughter shall be the Saint John's University tuition for the current year, or the tuition of the college attending, whichever is less. The total amount of benefit received using a combination of the traveling tuition benefit and the consortia benefit will not exceed the cost of tuition at SJU. The employee or the son or daughter pays all other applicable charges: room, board, student and activity fees, additional tuition (at another institution), books, and the like.

Financial Aid Requirement

An eligible employee with a son/daughter beginning college in fall 2012 or later is required to apply for financial aid by completing the Free Application for Federal Student Aid (FAFSA) and any other forms required by the institution where the son/daughter is considering attending. Employees must apply by the financial aid deadline established by the colleges the student is considering attending. Eighty percent (80%) of gift aid (grants and scholarships) from all sources (federal, state, and institutional) awarded to a traveling tuition participant from the attending institution will be applied to tuition first. Remaining tuition owed will then be paid by SJU/SJU at an amount not to exceed the published SJU full-time tuition rate (the remaining 20%

of merit/grant aid awarded can be retained by the recipient.)

Method of Disbursement to Attending Institution

A check for an amount equivalent to current tuition at Saint John's University or tuition at the attending college, whichever is less, will be sent by the SJU Business Office to the attending institution each time a tuition due statement is received from the eligible employee. A copy of the financial aid award letter from the college must be submitted along with the tuition statement.

Room and Board Incentive

A qualified son or daughter, beginning college in fall of 2012 or later, who chooses to attend SJU or CSB will also be granted a \$2,000 per year room and board discount to be used for on-campus room and board expenses over the four years of attendance.

Following Disability or Death of Employee

After 10 years of full time employment with Saint John's University, a 50 percent tuition remission shall survive the employee for each remaining son or daughter and 5 percent for each additional year over 10 years. **Note:** If a son or daughter is attending another institution at the time of the eligible employee's total disability or death, he or she will be allowed to complete the baccalaureate education at that institution.

Following the Retirement of an Employee

The benefit for retirement after 20 years will be for tuition remission only at Saint John's University or the College of Saint Benedict.

Questions regarding this policy may be directed to the Human Resources department.

Retirement

RETIREMENT PROGRAM

Saint John's University provides two 403(b) retirement plans: A Defined Contribution Plan and a Supplemental Tax Deferred Annuity Plan. These plans are administered by Teachers Insurance and Annuity Association (TIAA).

Eligibility Period and Contributions for the *Defined Contribution Plan*

For an employee beginning full-time benefit eligible employment **prior to July 1, 2017:**

An employee may participate in the retirement plan after completing three consecutive years of benefit-eligible service. The waiting period of three years may be waived for a person who already has an active contract that was receiving the employer contribution from an organization that meets the eligibility requirements of Code Section 403(b).

The plan requires the employee to contribute 2% of salary to receive the employer contribution of 9% of the employee's salary.

At enrollment, the employee will review the investment options and determine the investment allocations. Participants may change allocations with TIAA at any time.

For an employee beginning full-time benefit eligible employment **on or after July 1, 2017:**

Enrollment in the retirement plan will be effective the first day of the month following date of hire, unless the employee elects to opt-out.

The employee/employer contributions are as follows:

<u>Year</u>	<u>Employee Contribution</u>	<u>CSB/SJU Contribution</u>
1	3%	1%
2	3%	3%
3	3%	5%
4	3%	7%
5	3%	9%

At enrollment, the employee will review the investment options and determine the investment allocations. Participants may change allocations with TIAA at any time.

Eligibility Period and Contributions for the *Supplemental Tax Deferred Annuity Plan*

Full-time and part-time benefit-eligible employees may voluntarily elect to contribute to the Supplemental Tax Deferred Annuity Plan.

Employment Separation and Rehire Information

Upon separation of employment, an employee participating in the retirement plan(s) is encouraged to contact a TIAA representative regarding plan options.

Additional Benefits

ADDITIONAL BENEFITS

Employee Assistance Program

The Employee Assistance Program (EAP) is free resource available to all employees and their immediate family members. EAP representatives are available to offer assistance in many areas, including:

- Family/Marriage Relationships
- Mental Health (stress management, depression, anxiety)
- Chemical Dependency
- Financial Management
- Legal Concerns

Further information is available at: <http://www.midwesteap.com/> or by calling 1-800-383-1908.

Campus Events

Collegiate Athletic Events

An employee may present his/her ID card for free admission to Saint John's University and College of Saint Benedict home collegiate athletic events (some exclusions may apply). Eligibility applies to the employee and immediate family members.

Benedicta Arts Center (BAC) and Stephen B. Humphrey Theater (SBH)

All employees are welcome to attend the performances at the BAC and the SBH Theater and to view Gallery exhibitions at the BAC and SJU Art Centers.

Many of the events are not ticketed and open to the public free of charge. For most Fine Arts Series events to which tickets are sold, an employee may obtain two reduced tickets per event.

In recognition of the monks and sisters of the Order of Saint Benedict, Fine Arts Programming will provide one complimentary ticket per Fine Arts Series event to members of the monastic communities.

When an event is sponsored by an organization other than the Fine Arts Programming, the employee discount or complimentary tickets for religious community members may not be available.

For further ticket and event information about the BAC and SBH Theater, please contact the BAC Information Office at extension 5777.

Use of Campus Facilities

An employee and his/her immediate family may use recreational facilities on each campus according to procedures established by the facility management office. No facility or office on campus is to be used for child care or unsupervised recreation for an employee's child.

Health Services

An employee and his/her dependents are eligible to access the health center located on the Saint John's campus. Contact Health Partners at the Saint John's Campus for more information.

Library Services

Library services are available for all employees. For further information, contact the Alcuin Library at Saint John's University, extension 2122, and/or the Clemens Library, extension 5611, at the College of Saint Benedict.

Campus Services

Various campus department services such as duplicating and library/media are available to employees according to departmental policy.

Uniforms

Uniforms or an allowance for uniforms for employees may be available depending on department policy.

*Institutional
and Operational
Policies, Procedures &
Guidelines*

POLICIES, PROCEDURES AND GUIDELINES

1. Alcohol & Drug Policy

Please refer to *Appendix A* for the complete Alcohol & Drug policy and DOT guidelines.

2. Attire

Employees are expected to be appropriately attired for the position they hold. Supervisors have the discretion to establish dress codes specific to their department.

3. Children on Campus

Saint John's University welcomes children on campus and strives to ensure the health, safety and well-being of children participating in events and activities. Please refer to *Appendix L* for policies related to the protection of children.

4. Campus Closing, Canceled Classes, Delayed Start Time Policy (for Saint John's University and the College of Saint Benedict)

Notice of an official closing, canceled classes or delayed start time due to inclement weather conditions or other emergency events during regular hours of operation and for evening classes will be issued by the Provost, or designee.

Notice of official closing after regular hours of operation, on weekends, and during academic breaks will be issued by the VPs of Student Development, or their designees.

Note: Employees of CSB/SJU reside in many locations within and outside of Central MN. Weather conditions may vary among locations and may change quickly; thus, decisions will affect individuals differently based upon where they reside or travel. **While decisions will be made in the best interest of both campus communities, each employee is responsible for his/her own safety in determining whether to travel to work or leave work early during inclement weather.** Please refer to the compensation provisions section of this policy for further information.

Decisions will be communicated and implemented on a tiered basis, as outlined below.

TIER 1:

Extremely inclement weather or emergency event resulting in:

- **CLASSES AND PRE-SCHEDULED CAMPUS/COMMUNITY EVENTS CANCELED**
- **ACADEMIC/ADMINISTRATIVE OFFICES CLOSED**
- **PRE-SCHEDULED COLLEGE/UNIVERSITY SPONSORED EVENTS SCHEDULED AT OFF-CAMPUS LOCATIONS MAY CONTINUE AT THE DISCRETION OF THE DIVISIONAL VICE PRESIDENT**

TIER 2:

Inclement weather or emergency event affecting classes and campus operations:

- **CLASSES CANCELED; ACADEMIC/ADMINISTRATIVE OFFICES CLOSED**
- **PRE-SCHEDULED CAMPUS/COMMUNITY EVENTS AND COLLEGE/UNIVERSITY SPONSORED EVENTS SCHEDULED AT OFF-CAMPUS LOCATIONS MAY CONTINUE AT THE DISCRETION OF THE DIVISIONAL VICE PRESIDENT**
(Examples: Fine Arts event, Athletic event, Institutional Advancement event in the Twin Cities, Public events scheduled through Events and Conferencing)

The decision to run such events is contingent upon the Vice President, or designee, confirming that critical services can be effectively maintained to ensure safety of attendees. Only employees assigned to staff the event and to provide essential campus services will report.

TIER 3:

Temporary interruption of classes and campus operations due to inclement weather or unanticipated events, such as a power outage or LINK bus transportation issue, resulting in:

- **DELAYED START TIME OR BRIEF PERIOD OF CLASS CANCELATION/CLOSING**

Essential Services

Recognizing essential services must continue for our residential students and Benedictine communities during a period of closing, only staff designated to provide such services will be required to report. Departments providing essential services under this policy may include one or more of the following:

- Life Safety/Security
- Dining/Culinary Services
- Facilities (custodial, grounds, physical plant)
- Campus/Residential Life
- Transportation

The Department Director/Manager in these areas is responsible to designate the specific positions and number of staff required to provide essential services at any given time.

Educational/Recreational Services

In addition, it is our intent to maintain educational and recreational services for our students to the extent possible. For example, the library and fitness centers may be open contingent upon the availability of student staffing. Student clubs/organizations wishing to continue with pre-scheduled meetings may do so by holding meetings in Residential Life space.

Compensation Provisions

There will be no loss in compensation for time missed from work due to an official notice of closing or a delayed start time. Employees who were scheduled to work during a period of closure or delay will receive regular pay for work time missed during the period of the closure or delay.

Each employee is responsible for his/her own safety in determining whether to travel to work or leave work early during inclement weather.

If an employee chooses to leave early due to inclement weather when there has been no announcement of an official closing, the employee is required to notify his/her supervisor and report vacation or unpaid leave for the work time missed.

If an employee chooses not to report to work when CSB/SJU open following notice of a delayed start time or period of closing due to concern for personal safety, the employee is required to notify his/her supervisor and report vacation or unpaid leave for time missed from the scheduled shift. If vacation leave is not available, an employee may report sick leave. An additional option, at the discretion of the supervisor, may include allowing the employee to make-up lost time.

An employee on approved medical leave or vacation during an official closing or delayed start will be required to use sick leave or vacation leave for the pre-approved absence.

Hourly-paid employees assigned to provide essential services during a delayed start or closing period will be compensated at time and one half for that period. Such compensation may apply to employees in the following areas:

- Life Safety/Security
- Dining/Culinary Services
- Facilities (custodial, grounds, physical plant)
- Campus/Residential Life
- Transportation

5. Communication & Marketing Services – Media Guidelines

Requests for information from news media sources should be referred to Communication and Marketing Services which publicly disseminates official information about SJU. Please refer to <https://sharepoint.csbsju.edu/cms> for a complete listing of media guidelines.

6. Conflicts of Interest Policy

It is the policy of the University that all employees who make decisions that influence the financial actions of the University or its students must do so in accordance with the highest professional and ethical standards. In order to preserve the integrity and reputation of the University, all employees are expected to avoid giving an unfair advantage—or even the appearance of an unfair advantage—to any person or organization doing business with the

University or its students. To comply with this policy, all employees must be aware of and seek to avoid any situation where an employee's personal interests conflict with the interests of the University and/or the students it serves, and where the University's interests conflict with the purchasing interests of its students. It is particularly important for an employee to avoid conflicts of interest when the employee is in a position to:

1. enter into contracts on behalf of the University; or
2. influence the purchasing decisions of students at the University.

Please refer to *Appendix C* for the complete policy on Conflicts of Interest.

7. Emergency Information

Call 911 for any emergency on campus. You will be connected to the dispatcher at Life Safety Services available 24/7. Please refer to your Emergency Response Procedures booklet available in all offices for specific instructions in an emergency situation.

ConnectED (Saint John's University and the College of Saint Benedict)

The institutions have partnered with ConnectED, a company that specializes in the technology for mass notification services to keep students, parents, faculty and staff informed and connected in the event of an emergency. Students, faculty and staff have the option to provide multiple phone numbers (home, work and cell) and email addresses to which emergency messages will be sent. Refer to the following link for more information: www.blackboardconnected.com To register for notifications, refer to this link: <https://portal.blackboardconnected.com/1418269>

8. Firearms-Possession or Concealment

SJU strictly prohibits the possession or concealment of firearms by its employees while the employee is acting within the course and scope of employment.

Any employee who possesses or conceals a firearm, whether licensed or not, on SJU's premises will be asked to leave immediately and will be subject to disciplinary action up to and including termination.

Exceptions include authorized Life Safety employees and other exceptions granted by SJU. Any employee aware of a violation of this policy is asked to report it immediately to Life Safety or the Human Resources department.

9. Fraud Policy

Please refer to *Appendix G* for the Fraud policy and information on the Ethics Point reporting system.

10. Gift Guidelines – Celebrations

Employees

SJU recognizes there are numerous reasons to celebrate throughout the year. Celebrations (if departmentally funded) should be modest in cost (no more than \$25). Departmental funds should not be used to pay for dinners at restaurants or other catered gatherings, gifts, etc. Department managers may elect to fund modest celebrations for the completion of special projects of lengthy duration. An example would be a project, such as the HLC reaccreditation, that involves a large number of employees for an extended period of time. Costs, however, should not be extravagant.

In the event an employee leaves SJU, going-away celebrations (if departmentally funded) should also be modest in cost; such as a cake/coffee/punch gathering or an ice cream social. SJU will not pay for gifts to resigning employees unless the employee is retiring. Retirement gifts will be funded by the institution based on years of service and will be coordinated through the Human Resources department. Any additional gifts must be personally funded.

Student Employees

Celebrations honoring student employees will follow the same guidelines as for employees except the University may fund modest gifts (maximum of \$15) for graduating student employees. Gifts given to non-graduating student employees should be personally funded.

Taxability of Gifts

Gifts of de minimus value (less than \$25) awarded to employees or graduating students will be excluded from withholding tax. Please note, cash and gift certificates/cards are never excludable regardless of the value. Special tax rules apply to gifts presented for years of service and retirement. Please contact the SJU Business Offices for the necessary tax reporting, or questions regarding the policy.

11. Information Technology

In accordance with their mission to provide a liberal arts education, to foster the free exchange of ideas, and to provide effective support for its teaching, learning and research, it is the policy of the Saint John's University and the College of Saint Benedict to permit broad access to information technology resources for students, faculty, and staff to use in fulfilling the institutional mission, and for appropriate college/university-related activities.

IT resources have been made widely available to make technology a natural part of day-to-day work and study for all members of the community. Access to information technology resources however, carries with it the responsibility for ensuring that its use is primarily for institutional purposes and related activities. Moreover, the use of information technology resources must be consistent with institutional policies and local, state, and federal laws.

For detailed information, please refer to the following links:

[**Terms and Conditions for the Use of Information Technology Resources**](#)

12. Keys

Keys are non-transferrable. Acceptance of a key acknowledges the employee's responsibility for all property operated by the key.

13. Lost and Found

Lost and found articles are to be turned in to the Information Desk in the Great Hall on the Saint John's campus.

14. Maintenance of Facilities

Each employee is asked to assist in the maintenance of SJU's equipment, buildings, and grounds. Employees should report any breakdowns, failures, or dangerous safety situations to Life Safety Services, the Custodial department or the Physical Plant office. Minor maintenance and repairs should be directed to the Custodial department.

15. Outside Employment

A full-time employee assumes a primary professional obligation to his/her position. Any other employment or enterprise in which an employee engages for income must be understood to be secondary to the position with SJU. Employees are expected to avoid possible conflicts of interest with SJU in all outside employment. Questions regarding potential conflicts of interests should be addressed to CAO or the Executive-in-charge. Please refer to *Appendix C* for further information on the Conflicts of Interest Policy.

Extra Compensation for Teaching Assignments

Administrative staff may be assigned teaching assignments as part of or in addition to the administrative appointment.

Extra Compensation for grant work:

Grant Guidelines:

1. Participation in and compensation for grant responsibilities requires the approval of the CAO and grant administrators.
2. An administrative employee involved in grant responsibilities outside of regularly assigned duties may receive a stipend if these responsibilities are outside of his/her administrative duties and require additional hours of work.
3. An administrative employee working less than full-time may be paid a stipend if the grant responsibilities are outside of his/her regularly scheduled hours and responsibilities.
4. An administrative employee working less than twelve months may be paid a stipend for grant responsibilities that occur during his/her non-scheduled time.
5. An administrative employee involved in grant responsibilities as part of his/her assigned duties will not receive additional compensation. However, the department may receive an equivalent payment as budget relief.

16. Personnel Files

Personnel files are maintained by the Human Resources department. Upon request, an employee may review and/or obtain a copy of the materials in his/her personnel file. On a need-to-know basis, a supervisor or CAO may request to review an employee's personnel file.

SJU is required to permit access to and copying from personnel files pursuant to lawful requests and identification of federal or state agencies relevant to investigations, hearings, or other proceedings pending before such agencies or the courts.

17. Pets and Domesticated Animals on Campus

To maintain an environment that shows respect and courtesy for co-workers, and reduces the potential of health risk and facility damage, SJU does not allow leashed or unleashed pets or domesticated animals on campus, or Abbey lands which includes the Arboretum.

Exceptions include dogs that assist visually and/or hearing impaired persons and other exceptions granted in writing by SJU. Also, members of the Abbey will be permitted to have pets within the Monastery, Retirement Center and cloistered grounds.

18. Photographic and Video Equipment

The possession and use of any device capable of capturing the image of another is permitted only within appropriate areas of the institution's premises and only for appropriate purposes.

Appropriate areas where such devices can be used include the public areas of the institution's grounds and facilities where such use has not been prohibited by this Policy or by the posting of a notice prohibiting the use of such devices in the area, provided such use is not intentionally concealed from the public or undertaken for any illegal purpose and is not likely to cause another harm or embarrassment.

Areas of the institution premises where devices capable of capturing another's image may never be used include restrooms, locker rooms or any other area or under circumstances where individuals commonly have a reasonable expectation of personal privacy. Individuals found to be in violation of this policy will be subject to the potential confiscation of the offending device as well as disciplinary action. In addition, in certain circumstances, violators may be reported to appropriate law enforcement personnel.

This policy applies to all employees, students, visitors, and all others who come onto the institutions' premises and to those who are off the institutions' premises, but who attempt to use any such device to capture the image of a person who is on an institution's premises. Anyone who believes his/her image has been captured in violation of this Policy or who observes another person taking pictures in a manner which appears to be in violation of this Policy should immediately report that person to campus security.

19. Safety Policy

The personal safety and health of each employee is of primary importance. Saint John's University considers accident prevention to be a responsibility of every employee and supervisor. Please visit the Environmental Health and Safety webpage for further information at: <http://www.csbsju.edu/Environmental-Health-Safety.htm>

The objectives of a safety policy are to:

- Provide employees with all reasonable safeguards to ensure safe working conditions and enforce employees' adherence to safety and health procedures.
- Conduct an ongoing program of safety and health inspections to eliminate unsafe working conditions and practices.
- Train supervisors and employees in good safety practices.
- Provide the necessary personal protective equipment and instructions for its proper use and care.
- Investigate workplace accidents.

Each employee is responsible to cooperate with all aspects of the safety and health program and to comply with SJU safety regulations.

20. Smoke Free Campus

Saint John's University has the responsibility to provide a naturally safe, healthy and productive environment to all employees, students, residents and visitors. Research findings show that tobacco use in general, including smoking and breathing secondhand smoke, presents significant health hazard to the public. Secondhand e-cigarette aerosol contains nicotine, ultrafine particles and low levels of toxins that are known to cause cancer. In addition to causing direct health hazards, smoking contributes to institutional costs in other ways, including high risk for fire damage, cleaning and maintenance, and costs associated with employee absenteeism, health care and medical insurance. Tobacco use includes smoking (inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, electronic cigarette, or pipe) and the use of smokeless/chewable tobacco.

Saint John's University therefore has set the following policies regarding cigarette smoke and tobacco use:

- The use of tobacco product (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes, and other tobacco products) is prohibited in all university buildings and other partially or fully enclosed structures, including bus stops and athletic fields.
- The use of tobacco products (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes, and other tobacco products) are prohibited in all university owned or operated vehicles.
- Smoking and the use of vapor related products outside of campus building must take place at least 25 feet from any entrance and/or exit, building fresh air intake and should reflect discretion near public/visitor entrances or near a non-smoker.

- The sale or free distribution of tobacco products, the advertisement or acceptance of money or merchandise demonstrating loyalty for Tobacco Company or agent on Saint John's University campus is prohibited.

Revised July 2014

21. Solicitations

Neither individuals nor agencies are allowed to solicit or conduct business among employees during working hours with the exception of SJU's representatives for the United Way campaign. Please refer to *Appendix M* for the complete policy.

22. Telecommunications

Telephone- The SJU Information Center handles any problems or questions with the telephone system; extension 3482.

Cellular Phones - SJU recognizes that a cellular phone may aid an employee's job performance and aid the efficiencies of a department by providing immediate accessibility and improving customer service. The CAO is responsible for determining when an employee needs to conduct business using a cellular phone in order to fulfill the position responsibilities.

SJU encourages the safe use of cellular phones while driving. An employee using either a hand held or hands-free phone should attempt to do so while the vehicle is stopped or parked. Refer to the complete policy by following this link:

<http://www.csbsju.edu/telecom/SJUCSB%20Cell%20Phone%20Allowance%20Policy%20071008.pdf>

23. Tuition Assistance for Saint John's Preparatory School

A tuition assistance grant from the employing division toward tuition for Saint John's Preparatory School for sons or daughters is available according to the provisions outlined below.

Any decisions related to the continuance or changes in the current administration of tuition assistance will be reviewed annually.

Employee Eligibility

1. An employee is eligible for a tuition assistance grant after twenty-four months of continuous employment in a full-time benefit eligible position.
2. At the time of hire, the eligibility status of the employee's children is recorded by the Human Resources department. It is the employee's responsibility to notify the Human Resources department in the event of another birth or legal adoption of a child who is adopted prior to age eight.

Qualified Son or Daughter - The term **qualified** refers to a son or daughter, who at each time of requesting a tuition assistance grant, concurrently meets all of the following criteria:

1. is a biological child of the eligible employee, a child who was legally adopted prior to age eight, or a stepchild who was designated by name at the time of initial employment;
2. is less than nineteen years old at the beginning of the academic year; and
3. is a declared dependent of the employee for Internal Revenue Service purposes.

Note: The student must meet the academic standards set by Saint John's Preparatory School and must maintain satisfactory academic progress, as determined by the school.

Dollar Value of Tuition Assistance

The dollar value of the tuition assistance will be determined annually and will apply only to payments made to Saint John's Preparatory School. *Refer to the Benefit section for the Tuition Remission policy.*

24. Travel Reimbursement

Work related travel may be reimbursable in accordance with Business Office policies. For further information, refer to the following link:

<http://www.csbsju.edu/sjubusinessoffice/pdf/SJU%20Travel%20Policy%20-%2007-01-2009.pdf>

25. Use of University Trademarked Official Logo Seal & Word Mark

An employee of Saint John's University may use official University stationery in outside professional activities. An employee may not use any of the University's trademarked logo or facsimiles (including those shared with the College of Saint Benedict*) or refer to his/her affiliation with Saint John's University, in any manner which suggests or implies support or endorsement of a point of view or personal/political opinion, business, activity, movement or program that is not "official Saint John's University business." If there is potential for confusion in a statement describing affiliation with the University, one should dispel confusion through the use of a disclaimer stating that the University is not involved in the business, activity, movement or program.

Saint John's University assumes no responsibility for the competence or performance of the outside activities (either professional or non-professional) of any employee.

**This applies to the use of the joint CSB/SJU logo.*

26. Use of University Resources

Use of University equipment, supplies and services shall be restricted to official University work-related purposes. Unauthorized or personal use of equipment, supplies or services is subject to disciplinary action.

27. Vehicle Use

Please refer to *Appendix M* for the complete policy.

28. Whistleblower Policy

The lasting success and reputation of Saint John's University requires fair and ethical conduct by its Trustees, officers, employees, and volunteers.

In order to maintain the trust and confidence of the community and our stakeholders, SJU intends to comply with all applicable laws and regulations and expects its Trustees, Cabinet members, faculty, staff, and volunteers to comply with the law and to refrain from any illegal, dishonest, or unethical conduct.

Please refer to *Appendix O* for information on the SJU Whistleblower Policy.

Appendices

**DRUG FREE WORKPLACE AND
ALCOHOL MISUSE POLICY**
For the College of Saint Benedict and Saint John's University

I. Purpose

The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) (collectively, “CSB/SJU”) are responsible, as recipients of federal Title IV funds, to comply with the federal Drug-Free Schools and Communities Act and the federal Drug-Free Workplace Act. In addition, CSB/SJU are each committed to promoting safe and productive work and academic environments. Accordingly, CSB/SJU have each adopted this policy to require their campuses to be free of illegal drugs and to prohibit the misuse of alcohol. As required by federal law, this policy also includes information on the health risks of drug and alcohol use, potential drug and alcohol related sanctions, and available support resources.

II. Scope

This policy applies to all CSB/SJU faculty and staff (including students while operating in their capacity as student employees), and to all volunteers while providing volunteer services to CSB or SJU.

III. Definitions

- “**Legal drug(s)**” means any prescription or over-the-counter drug that is legally obtained and used for the purpose for which it is prescribed.
- “**Drug(s)**” and/or “**controlled substance(s)**” means any illegal controlled substance as defined by federal, Minnesota state, and/or applicable local law, including but not limited to any narcotic, heroin, cocaine, marijuana, non-prescribed drug, or a prescribed drug not used in accordance with a valid prescription.

IV. Standards of Conduct for Drugs

Faculty, staff, student employees, and volunteers are prohibited from violating criminal drug laws in relation to their employment or volunteer service. Specifically, faculty, staff, student employees, and volunteers are prohibited from using, possessing, being under the influence of, selling, manufacturing, distributing, soliciting or transferring illegal drugs/controlled substances while performing work or volunteer services on campus, while teaching classes, while operating any CSB or SJU vehicle, machinery or equipment, while participating in work meetings/events/activities on or off campus, while traveling on college or university business, and/or while in the presence of CSB/SJU employees, students, volunteers, business contacts or visitors. Illegal drugs or paraphernalia may be confiscated by CSB/SJU, and confiscated items will not be returned.

While CSB and SJU recognize that the use of medical and/or recreational marijuana has been legalized by some states, marijuana remains illegal under federal law. As a recipient of federal Title IV funds, CSB and SJU must comply with federal drug laws and, therefore, the illegal drug provisions of this policy extend to and encompass legally prescribed or recreational marijuana.

Notwithstanding the foregoing, faculty and staff may seek permission from CSB/SJU for faculty, staff, volunteers, and/or students to possess controlled substances as part of legitimate college or university research and teaching activities. To seek such permission, faculty and staff should contact the Office of Academic Affairs. Any permission granted by CSB or SJU will be conditioned on appropriate protocols being put in place to prevent inappropriate diversion or use of controlled substances.

The appropriate use of over-the-counter and legally prescribed medications (excluding legally prescribed or recreational marijuana) is not prohibited while performing work for CSB or SJU. Individuals using any prescription or over-the-counter drugs that may affect the safety of others must obtain a determination from their medical provider as to whether the drug could affect the job safety of the individual or others with whom the individual interacts in connection with his/her employment or volunteer services. In the event that safety may be affected, the individual must notify his/her supervisor or volunteer coordinator who will consult with Human Resources so that appropriate arrangements can be made.

In accordance with federal law, faculty and staff who are convicted of any criminal drug statute violation occurring in the workplace must report it to their supervisor or Human Resources within five days of the conviction. Supervisors, program or department heads, and administrators who are aware of any such drug crime convictions of faculty or staff must immediately report the conviction to Human Resources.

V. Standards of Conduct for Alcohol

In accordance with the law, this policy prohibits individuals under the legal age to consume alcohol from possessing or drinking alcoholic beverages. Exceptions permitted by law may apply to certain positions. For example, employees under the legal consumption age may serve and clear alcohol if working in a catering position. In addition, faculty, staff, student employees, and volunteers are prohibited from supplying alcoholic beverages to anyone under the legal age of consumption, as determined by the law of the locality.

Faculty, staff, student employees, and volunteers who are of a legal age to consume alcohol may possess and drink alcoholic beverages, but are prohibited from being under the influence of alcohol while performing work or volunteer services on campus, while teaching classes, while operating any CSB or SJU vehicle, machinery or equipment while participating in work meetings/events/activities on or off campus, and while traveling on college or university business (with the exception of work related or CSB/SJU sponsored meetings/events/activities where alcohol is made available to attendees, as specified below). Faculty, staff, student employees and volunteers who engage in alcohol use on or off campus during CSB/SJU hosted meetings, sponsored events or activities at which alcohol is available and/or who otherwise engage in alcohol use in the presence of CSB/SJU employees, volunteers, students, business contacts or visitors are

expected to: drink responsibly, maintain professional boundaries, comply with all applicable laws, and refrain from any behavior that would violate any CSB/SJU policy regarding the treatment of CSB/SJU employees, students, volunteers, business contacts or visitors.

Notwithstanding the foregoing, nothing in this policy prohibits the possession or use of alcohol in the course of an official religious ceremony provided that appropriate protocols are put in place to prevent inappropriate diversion or use. In addition, faculty and staff may request permission from CSB/SJU's Office of Academic Affairs for faculty, staff, volunteers, and/or students to possess alcohol as part of legitimate CSB or SJU research and teaching activities. Any permission granted by CSB or SJU for such possession will be conditioned on appropriate protocols being put in place to prevent inappropriate diversion or use.

VI. Reporting Procedures

Faculty, staff, or student employees with concerns that this policy has been violated should report their concerns to their supervisor or the Human Resources department. Volunteers should report a potential violation of this policy to their Volunteer Coordinator.

In addition, any imminent threat to the safety of persons or property on campus should be immediately reported to CSB Campus Security or SJU Life Safety Services. In addition, all cases reported to Security or Life Safety Services should also be reported to the individual's supervisor or the Human Resources Department.

This policy prohibits retaliation based on any good faith report of a policy violation.

VII. Risks and Sanctions

So that individuals can make informed choices about drug and alcohol use, federal law requires that CSB/SJU provide information on the health risks of drug and alcohol use and the potential institutional and criminal sanctions that can arise from such use.

Health Risks: The use of alcohol or drugs can come with serious health risks. Information about these health risks is set forth in *Appendix A, Part C* "Alcohol and Drug Health Risks".

CSB/SJU Sanctions: A violation of this *Drug Free Workplace and Alcohol Misuse* policy may lead to discipline in a variety of forms, up to and including immediate termination of employment. While not exhaustive, discipline could consist of, in any order and combination: oral or written warning, suspension, demotion, submission to a drug or alcohol assessment and participation in any recommended rehabilitation or assistance program, immediate termination, or other sanctions. Any discipline will be handled in accordance with the applicable Faculty or Staff Handbook.

Legal Sanctions: Faculty, staff and volunteers may also face serious consequences for violating federal, state, or local drug and/or alcohol laws. Individuals can be criminally prosecuted for legal violations and can be subject to monetary fines, imprisonment, loss of driving rights, and other consequences. Information on potential alcohol and drug-related legal sanctions is set forth in *Appendix A, Part B* "Alcohol, Drugs and the Law". Information is also available from the *MN*

Prevention Resource Center at <http://www.slideshare.net/miph/mprc-catalog>.

VIII. Support Resources

A variety of resources are available to individuals who want help in seeking to avoid or to address potential substance abuse issues, such as:

1. The CSB/SJU Employee Assistance Program, Vital Work Life at www.VitalWorkLife.com or 1-800-383-1908. Faculty or staff needing time off to treat a substance abuse problem may be entitled to time off under CSB/SJU leave policies and may contact the Human Resources department for further information. A student employee needing time off to treat a substance abuse problem may contact the CSB or SJU Dean of Students for information and assistance.
2. A Medical Provider
3. Assessment, Rehabilitation and Treatment Programs
 - Substance Abuse Treatment Facility Locator:
<http://findtreatment.samhsa.gov/TreatmentLocator/faces/quickSearch.jsp>
 - Alcoholics Anonymous:
<http://www.aa.org/?Media=PlayFlash>
 - Narcotics Anonymous
<http://www.na.org/>

IX. Other Relevant Policies

In addition to this policy, CSB/SJU maintain separate drug and alcohol testing policies. *See* Drug and Alcohol Testing Policy (for positions not covered by Department of Transportation (DOT)).

Appendix A, Part B.

DRUGS, ALCOHOL AND THE LAW

In addition to sanctions that may be imposed by CSB or SJU for a violation of the CSB/SJU *Drug Free Workplace and Alcohol Misuse Policy*, individuals may be subject to criminal prosecution and legal consequences for violating alcohol or drug-related laws. The following information is provided to summarize the relevant laws and potential legal sanctions.

Federal Laws and Sanctions

Controlled substance convictions under federal laws can carry penalties that include imprisonment and monetary fines. Federal controlled substance convictions also can lead to forfeiture of both real and personal property; the denial of federal benefits, such as grants and student loans; and the denial or revocation of federally provided or supported professional and commercial licensures. In addition, a conviction may lead to ineligibility to receive or purchase a firearm.

The seriousness of a controlled substance offense and the resulting penalty will generally depend on the type and amount of drugs involved and the nature of the criminal activity. In addition, criminal penalties may vary depending on an individual's past criminal history and whether a controlled substance offense is a first-time or repeat offense.

More information on federal criminal sanctions related to controlled substances can be found online at the following sites:

- Federal Trafficking Penalties, U.S. Drug Enforcement Administration
<http://www.justice.gov/dea/druginfo/ftp3.shtml>

Minnesota Laws and Sanctions

Controlled substance convictions under Minnesota law can result in imprisonment for up to 30 years and a maximum monetary fine of \$1,000,000 for sale and possession crimes. Subsequent controlled substance convictions may result in an individual's commitment to the commissioner of corrections for four to 40 years and a maximum monetary fine of \$1,000,000.

As with federal law, the seriousness of a controlled substance offense and the resulting penalty under Minnesota law will generally depend on the type and amount of drugs involved and the criminal activity at issue. In addition, criminal penalties may depend on an individual's past criminal history and whether a controlled substance offense is a first-time or repeat offense.

More information on Minnesota criminal sanctions related to controlled substances may be found online at:

- Minnesota Controlled Substance Laws
<https://www.revisor.mn.gov/statutes/?id=152>

The misuse of alcohol can also result in criminal prosecution and sanctions under Minnesota law. It is illegal for someone under the age of 21 to consume alcohol. Anyone under 21 years of age is guilty of a misdemeanor and subject to a minimum fine of \$100 if convicted of purchasing, possessing, or consuming alcohol or misrepresenting the person's age to purchase alcohol. Anyone who provides alcohol to someone under the age of 21 or allows someone under 21 to use their identification to purchase alcohol is also subject to criminal sanctions. More information on underage drinking laws and sanctions can be found online at the following sites:

- Underage Drinking
<https://www.revisor.mn.gov/statutes/?id=340A.503>
<https://www.revisor.mn.gov/statutes/?id=340A.703>
- Providing Alcohol to a Minor
<https://www.revisor.mn.gov/statutes/?id=340A.503>
- Illegal Purchase of Alcohol
<https://www.revisor.mn.gov/statutes/?id=171.171>
- Unlawful Acts Related to Driver's License
<https://www.revisor.mn.gov/statutes/?id=171.22>

Minnesota state law also imposes serious sanctions on individuals who are convicted of driving under the influence of alcohol when the driver has a blood alcohol concentration of .08 or higher or under the influence of a controlled substance or hazardous substance. Legal sanctions vary depending on whether a conviction is a first time or repeated offense but can include imprisonment and monetary fines. In addition, sanctions can include administrative penalties such as driver's license suspension, revocation, cancellation, denial, or disqualification. In addition to these legal sanctions, convictions can impact an individual's ability to obtain and the cost of car insurance. More information on Minnesota's driving while impaired law can be found online at the following site:

- Driving While Impaired
<https://www.revisor.mn.gov/statutes/?id=169A>

Minnesota has an open bottle law that makes it unlawful to consume an alcoholic beverage in a motor vehicle located on a street or highway. This law, along with information about resulting sanctions, is available online at: <https://www.revisor.mn.gov/statutes/?id=169A.35>

City of St. Joseph, Minnesota Ordinances

- [Ordinance 701 \(pdf\)](#): Licensing and Regulation of Consumption of Intoxicating Liquor
- [Ordinance 702 \(pdf\)](#): Licensing and Regulation of the Sale and Consumption of Non-Intoxicating Liquor
- [Ordinance 703 \(pdf\)](#): Licensing and Regulation of the Sale and Consumption of Wine
- [Ordinance 704 \(pdf\)](#): An Ordinance Limiting Possession of Certain Containers of 3.2

- percent or Intoxicating Malt Liquor (kegs)
- [Ordinance 705 \(pdf\)](#): Social Host
 - [Ordinance 1002 \(pdf\)](#): Regulation of Noise
 - [Ordinance 1010 \(pdf\)](#): Public Urination and Defecation
 - [Ordinance 1011 \(pdf\)](#): Ordinance Prohibiting Public Nuisances
 - [Ordinance 1012 \(pdf\)](#): Ordinance Prohibiting Disruptive Intoxication

Other Possible Consequences of Convictions

In addition to the sanctions and consequences discussed above, criminal convictions can have other consequences. Being convicted of a crime can result in an individual having a permanent criminal record. Employers, higher education institutions, professional licensing bodies, and others may ask an individual for information about past convictions. As such, a criminal conviction may impact an individual's future educational and professional opportunities.

Appendix A, Part C.

DRUG AND ALCOHOL HEALTH RISKS

This appendix to the CSB/SJU Drug Free Workplace and Alcohol Misuse policy summarizes information on the health risks associated with some of the more commonly abused types of drugs and the health risks associated with alcohol.

Drugs

Steroids

Steroids may contribute to increases in body weight and muscular strength. Anabolic-Androgenic steroids are chemically related to the male sex hormone, testosterone. Anabolic means to build up the muscles and other tissues of the body. Androgenic refers to the development of male sex characteristics. Steroids are injected directly into the muscle or taken orally.

Possible signs and health risks of use/abuse include: sudden increase in muscle and weight; increase in aggression and combativeness; violence; hallucinations; jaundice; purple or red spots on body, inside mouth, or nose; swelling of feet or lower legs (edema) tremors; bad breath; for men: enlarged nipples and breasts, testicle reduction, enlarged prostate, baldness; acne; high blood pressure; liver and kidney damage; heart disease; increased risk of injury to ligaments and tendons; bowel and urinary problems; gallstones and kidney stones; liver cancer; for men: impotence and sterility; for users who share or use unsterile needles to inject steroids: hepatitis, tetanus, AIDS.

Marijuana

Marijuana is the common name for the hemp plant, cannabis sativa. A marijuana cigarette (joint) is composed of dried particles from the hemp plant. The psychoactive ingredient in marijuana is tetrahydrocannabinol (THC). The amount of THC in a joint is what affects the user.

Possible signs and health risks of use/abuse include: bloodshot eyes; increased appetite; dryness in the mouth and throat; increased heart and pulse rate; impaired memory; an altered sense of time; hallucinations; paranoia or panic; decreased concentration, reaction time and coordination; damage to heart, lungs and brain nerve cells; lung cancer; memory disorders; interference with psychological maturation; psychological dependence; temporary loss of fertility in both women and men; bronchitis, infections, colds, and other viruses.

Solvents-Inhalants

Solvents-inhalants are toxic chemicals that are sniffed or inhaled to produce mood-altering affects. Solvents act as a depressant and slow the body's function. The most frequently abused solvents-inhalants are: toluene, acetone, methyl and ethyl ketones, benzene, xylene, hexane, trichloromethane, trichloroethylene, the freons, nitrous oxide, and the volatile nitrates. Many solvents-inhalants are toxic chemicals found in common household and industrial products.

Possible signs and health risks of use/abuse include: lightheadedness; feelings of euphoria;

excitability; loss of appetite; forgetfulness; weight loss; sneezing; coughing; headache; nausea and vomiting; bad breath; red eyes; sores on noses and mouth; delayed reflexes; decreased blood pressure; flushing; dizziness; and violence; heart failure; respiratory arrest; liver and brain damage; suffocation; unconsciousness; seizures; damage to the nervous system and body tissues; sudden sniffing death.

Depressants

Depressants include alcohol, barbiturates, benzodiazepines (Valium, Librium, or tranquilizers), chloral hydrate noctec (Knock Out, Mickey Finn), glutethimide (Doriden), Methaqualone (quaalude, ludes), flunitrazepam (Rohypnol, Roche pills, date rape drug, R2), or other depressants (e.g. Equanil, Miltown, Moludar, Placidyl, Valmid). Depressants slow down the central nervous system by relaxing muscles, calming nerves, and producing sleep. Depressants are addictive and individuals can develop a tolerance, meaning larger doses must be taken each time to produce the same effect.

Possible signs and health risks of use/abuse include: relaxation and drowsiness; lack of concentration; disorientation; loss of inhibitions; lack of coordination; dilated pupils; slurred speech; weak and rapid pulse; distorted vision; low blood pressure; shallow breathing; staggering; clammy skin; fever; sweating; stomach cramps; hallucinations; tremors; and delirium; liver damage; convulsions; addiction with severe withdrawal symptoms; and coma.

Hallucinogens

Hallucinogens are psychedelic, mind-altering drugs that affect a person's perception, feelings, thinking, self-awareness, and emotions. Hallucinogens include lysergic acid diethylamide (LSD), phencyclidine (PCP, angel dust), mescaline and peyote (mexc, buttons, cactus), psilocybin (mushrooms), amphetamine variants (MDMA/ecstasy, MDA/love drug, TMA, DOM, DOB, PMA, STP, 2.5-DMA), phencyclidine analogues (PCE, PCPY, TCP), or other hallucinogens.

Possible signs and health risks of use/abuse include: dilated pupils; increased body temperature, heart rate, and blood pressure; sweating; loss of appetite; sleeplessness; dry mouth; tremors; hallucinations; disorientation; confusion; paranoia; violence; euphoria; anxiety; panic; and distorted perception of time, space and reality; agitation; extreme hyperactivity; psychosis; convulsions; mental or emotional problems.

Narcotics

Narcotics are composed of opiates and synthetic drugs. Opiates are derived from the seed of the pod of the Asian poppy. Synthetic drugs called opioids are chemically developed to produce the effects of opiates. Initially, narcotics stimulate the higher centers of the brain, but then slow down the activity of the central nervous system. Narcotics relieve pain and induce sleep. Some common types of narcotics include codeine, heroin, hydromorphone, meperidine, methadone, morphine, opium and other narcotics (Percodan, Talwin2, Lomotil, Darvon, Numorphan, Percocet, Tylox, Tussionex, Fentanyl). Narcotics are extremely addictive. Users of narcotics develop a tolerance to the drugs, meaning larger doses must be taken each time to produce the

same effect.

Possible signs and health risks of use/abuse include: euphoria; restlessness and lack of motivation; drowsiness; lethargy; decreased pulse rate; constricted pupils; flushing (skin appears to be reddish); constipation; nausea and vomiting; needle marks on extremities; skin abscesses at injection sites; shallow breathing; watery eyes; and itching; pulmonary edema; respiratory arrest; convulsions, addiction, and coma. For users who share or use unsterile needles to inject narcotics, risks can also include: tetanus, hepatitis, tuberculosis and HIV/AIDS.

Stimulants

Stimulant drugs include amphetamines, cocaine/crack, methamphetamine, methylphenidate, phenmetrazine, and other stimulants (e.g. Adipex, Cylert, Didrex, Ionamin, Melfiat, Plegine, Sanorex, Tenuate, Tepanil, Prelu-2). Stimulants activate the central nervous system, increasing alertness and activity. Users of stimulants develop a tolerance, meaning larger doses must be taken to achieve the same effect.

Possible signs and health risks of use/abuse include: increased alertness; excessive activity; agitation; euphoria; excitability/increased pulse rate, blood pressure, and body temperature; insomnia; loss of appetite; sweating; dry mouth and lips; bad breath; disorientation; apathy; hallucinations; irritability; nervousness; headaches; depression; malnutrition; hypertension; psychosis; cardiac arrest; damage to the brain and lungs; convulsions; and coma.

Cocaine/Crack

One type of commonly abused stimulant is cocaine. Cocaine is extracted from the leaves of the South American cocoa plant. Cocaine is a white powder that can be inhaled, injected, or smoked (free based). Cocaine stimulates the central nervous system, increasing alertness and activity. Cocaine is an addictive drug. Initially, users of cocaine experience a "high," but when the "high" wears off a devastating "low" follows. To avoid this "low" users are often compelled to use more.

Crack is a smokeable form of cocaine that is highly addictive. Smoking crack provides intensified cocaine effects, because higher doses reach the brain with more immediacy.

Possible signs and health risks of use/abuse include: dilated pupils; euphoria; tremors; anxiety; narrowing of blood vessels; increased blood pressure, heart rate, breathing rate, and body temperature; sweating; violent, erratic, or paranoid behavior; decreased appetite; insomnia; runny nose; heart and respiratory failure; psychosis; seizures; sexual dysfunction; addiction; death; for users who share or use unsterile needles to inject cocaine: tetanus, hepatitis, or AIDS.

Bath Salts

“Bath salts” are an emerging family of drugs containing one or more synthetic chemicals related to cathinone, an amphetamine-like stimulant found naturally in the Khat plant.

Possible signs and health risks of use/abuse include: severe intoxication; euphoria; increased sociability and sex drive; paranoia; agitation; hallucinatory delirium; psychotic and violent behavior; and deaths.

Prescription Drug Abuse

Some prescription medications have mind-altering properties and, as a result, are misused or abused. Misuse includes taking a medication that is not prescribed for the individual or using a medication in ways or amounts not intended by a doctor. Commonly abused prescription drugs include opioids (such as pain medications), central nervous system depressants (such as anxiety or sleep disorder medication), and stimulants (such as medications for ADHD or narcolepsy).

Possible signs and health risks of use/abuse include: drowsiness; confusion; poor coordination; poor judgment; mood swings; involuntary and rapid eye movement; dizziness; agitation; irritability; restlessness; impulsive behavior; sweating; insomnia; weight loss; constipation, irregular heartbeat; heart failure; seizures; low or high blood pressure; or decreased breathing rate.

Alcohol

Alcohol

Alcohol acts as a central nervous system depressant. Alcohol is absorbed into the bloodstream through the stomach and the small intestine. Amount of alcohol consumed; rate at which it is consumed; presence of food in the stomach during consumption; individual's weight, mood, and previous experience with alcohol all influence the effects of alcohol. Alcohol can be very damaging when used in large amounts over a long period of time, or when drunk heavily in a short period of time ("binge" drinking). Alcohol affects every organ in the drinker's body and can damage a developing fetus.

Possible signs and health risks of use/abuse include: staggering; dizziness; slurred speech; flushing of skin; dulling of senses; double vision; sudden mood changes; impaired coordination, reflexes, memory, and judgment; clammy, cold skin; decreased body temperature; impaired decision making; unconsciousness; malnutrition; lowered resistance to disease; irreversible brain or nervous system damage; gastrointestinal irritation; addiction/alcoholism; damage to liver, heart and pancreas; coma; death from overdose, injury or accident.

Additional Information on Health Risks

Additional information on the health risks of alcohol and drug use can be accessed online at the following sites:

- National Institute on Drug Abuse
<http://www.nida.nih.gov/nidahome.html>
- Minnesota Resource Prevention Center
<http://www.mnprc.org/>

**DRUG AND ALCOHOL TESTING POLICY FOR
POSITIONS NOT COVERED BY DEPARTMENT OF TRANSPORTATION (DOT)
*For the College of Saint Benedict and Saint John's University***

I. Purpose

The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) (collectively, “CSB/SJU”) are responsible, as recipients of federal Title IV funds, to comply with the federal Drug-Free Schools and Communities Act and the federal Drug-Free Workplace Act. In addition, CSB/SJU are each committed to promoting safe and productive work and academic environments. Accordingly, CSB/SJU have each adopted this policy to set forth the circumstances under which CSB and SJU may conduct drug and/or alcohol testing and the procedures that will be followed in conducting any such testing. This policy does not, however, require CSB or SJU to conduct testing, and CSB and SJU anticipate conducting drug and/or alcohol testing only when it has been determined that testing is necessary for legitimate reasons and is consistent with the testing circumstances permitted by this policy.

This testing policy replaces and supersedes any earlier drug or alcohol testing policies. CSB and SJU reserve the right to change, alter, or eliminate all or part of this policy at any time.

The requirements of this policy are in addition to the requirements set forth in the *CSB/SJU Drug Free Workplace and Alcohol Misuse Policy*.

II. Definitions

The following definitions apply throughout this policy:

1. “**Legal drug(s)**” means any prescription or over-the-counter drug that is legally obtained and used for the purpose for which it is prescribed.
2. “**Drug(s)**” and/or “**controlled substance(s)**” means any illegal controlled substance as defined by federal, Minnesota state, and/or applicable local law, including but not limited to any narcotic, heroin, cocaine, marijuana, non-prescribed drug, or a prescribed drug not used in accordance with a valid prescription.
3. “**Test**” and/or “**testing**” means an analysis of a tested individual’s body component sample according to the established standards of a licensed, accredited or certified laboratory, for the purpose of measuring the presence or absence of drugs and/or alcohol and/or their metabolites in the sample tested.
4. “**Initial Screening Test**” means the initial drug and/or alcohol test done on the tested individual’s body component sample by licensed, accredited or certified laboratory using an approved method of analysis that is capable of providing data as to the general classes of drugs and/or alcohol and/or their metabolites in the sample tested.
5. “**Confirmatory Test**” means, in the event of a positive initial screening test, a confirmatory drug and/or alcohol test done on the tested individual’s body component sample by licensed, accredited or certified laboratory using an approved method of analysis for providing specific

data as to any presence of drugs and/or alcohol and/or their metabolites detected in the initial screening test.

6. “**Confirmatory Retest**” means, in the event of a positive confirmatory test, a second Confirmatory Test done on the tested individual’s body component sample that is requested and paid for by the tested individual
7. “**Random selection basis**” means a mechanism for selection of employees that (i) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (ii) does not give CSB/SJU discretion to waive the selection of any employee selected under the mechanism.
8. “**Reasonable suspicion**” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
9. “**Safety-sensitive position**” means a job, including but not limited to any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

III. Scope

This policy applies to:

- a. **Applicants** for the following types of positions: staff and student employment positions other than driving positions covered by the separate CSB/SJU Alcohol and Drug Testing Policy for DOT Drivers (the “DOT Testing Policy”); volunteer positions; and any safety sensitive faculty position; and
- b. **Employees** holding one of the following types of positions: staff and student employees holding a position not covered by the CSB/SJU DOT Testing Policy; and faculty members holding a safety sensitive position; and
- c. **Volunteers** of either CSB or SJU.

As of the date of the adoption of this Policy, the faculty positions considered by CSB/SJU to be safety sensitive consist of any position that involves clinical work in a medical setting, but CSB/SJU may also apply this policy to other faculty positions later determined, in good faith, by Human Resources in consultation with the Academic Affairs Office, to be safety sensitive. Upon any CSB/SJU determination that a faculty position is safety sensitive, CSB/SJU will notify affected applicants and faculty members holding that position of the safety sensitive determination.

This policy does not change the at-will nature of any employee’s employment with CSB or SJU, and no one at CSB or SJU has the authority to alter an employee’s at-will employment relationship except in a written employment agreement signed by an authorized representative of the applicable institution. In addition, volunteer roles with CSB or SJU may be terminated at any time by CSB, SJU, or the volunteer.

IV. Drug and Alcohol Prohibition

CSB and SJU’s conduct standards on illegal drugs and alcohol are set forth in the *CSB/SJU Drug Free Workplace and Alcohol Misuse Policy*.

V. Circumstances under Which Applicant Testing May Be Required

After receiving a conditional employment offer or a conditional volunteer offer, applicants subject to this policy may be required to undergo testing to include the provision of a blood or urine sample for the purpose of testing for drugs.

No applicant who is given a conditional offer subject to undergoing drug testing will become an employee or volunteer unless and until the applicant is determined by CSB or SJU to have a clearly negative test result. If a conditional offer is withdrawn because of a test result, CSB/SJU shall so inform the applicant.

VI. Circumstances under Which Testing May Be Required of an Employee or Volunteer

A. Reasonable Suspicion

CSB/SJU employees and volunteers subject to this policy may be required to undergo drug and/or alcohol testing if CSB or SJU has a reasonable suspicion that the individual:

- (1) is under the influence of drugs or alcohol in violation of a written policy of CSB/SJU or applicable law, and/or
- (2) caused a work-related accident or was operating or helping to operate machinery, equipment or a vehicle involved in a work-related accident, except where it is obvious to CSB/SJU that the accident was not caused by alcohol or drug use, and/or
- (3) has sustained a work-related personal injury or has caused another individual to sustain such a personal injury, except where it is obvious to CSB/SJU that the accident was not caused by alcohol or drug use

Pending the outcome of any reasonable suspicion test, an employee or volunteer required to undergo testing may be suspended in accordance with the applicable faculty or staff handbook. In the case of an employee suspension, the suspension will be without pay unless otherwise specified by an individual agreement with the employee or a written CSB/SJU policy applicable to the employee. If test results prove negative and a tested employee is reinstated, the employee will receive retroactive pay for the period of the suspension.

B. Routine Physical Exam (For Staff Positions Only)

Staff may be required to undergo drug and/or alcohol testing as part of a routine physical examination, provided that drug or alcohol testing will not be required more than once annually, and a staff member will be given at least two weeks' written notice that a drug or alcohol test may be required as part of the physical examination.

C. Random Drug Testing

Employees subject to this policy and working in safety-sensitive positions may be required to undergo drug and/or alcohol testing on a random selection basis. Any random testing will take place without prior notice, and the random selection process will be objective and anonymous. Any random tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year.

Once an individual is notified that he or she has been selected for random testing, he or she must proceed immediately to the testing site.

D. Follow up Treatment Testing

Individuals subject to this policy who have been referred by CSB or SJU for chemical dependency evaluation and follow up treatment or who are participating in a chemical dependency treatment program under an employee benefit plan may be required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for up to two (2) years following completion of any prescribed chemical dependency treatment program.

VII. Right to Refuse Testing

A. Applicants

Any applicant subject to this policy may refuse to submit to drug and/or alcohol testing. In the case of such a refusal, any employment or volunteer offer that was conditioned on drug and/or alcohol testing will be withdrawn.

B. Current Employees and Volunteers

A current employee or volunteer subject to this policy may refuse to undergo drug and/or alcohol testing. A non-faculty employee's refusal to undergo any required testing may result in discipline, up to and including the possible immediate termination of employment, and a volunteer's refusal to undergo testing may result in the volunteer's relationship with CSB/SJU being terminated or restricted. A faculty member's refusal to undergo any required testing may result in discipline, up to and including the possible termination of employment, in accordance with the applicable provisions in Section 2.13 of the CSB/SJU faculty handbook.

VIII. Consequences of Positive Test Result

A. Applicants

Any initial screening test that is positive will be subject to a confirmatory test. When an applicant receives a positive test result on either a confirmatory test (where no confirmatory retest is requested by the applicant) or on a confirmatory retest requested and paid for by the applicant, the conditional offer of employment or volunteer status, as applicable, will be withdrawn.

B. Employees

Any initial screening test that is positive will be subject to a confirmatory test. The first time an employee receives a positive test result on either a confirmatory test (where no confirmatory retest is requested by the tested individual) or on a confirmatory retest requested and paid for by the employee, the employee will be given the opportunity to participate in a drug or alcohol counseling or rehabilitation program. The requirement of participation in any such counseling or a rehabilitation program will be determined by CSB or SJU after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependence. Any such counseling or rehabilitation program shall be covered by applicable insurance, if any, or at the individual's own expense.

If a tested staff or student employee refuses to participate in a required counseling or rehabilitation program or fails to successfully complete the program (as evidenced by withdrawal from the program before completion or by a positive test result on a confirmatory test or confirmatory retest after completion of the program), he/she may be disciplined or immediately discharged from employment. If a tested faculty member refuses to participate in a required counseling or rehabilitation program or fails to successfully complete the program (as evidenced by withdrawal from the program before completion or by a positive test result on a confirmatory test or confirmatory retest after completion of the program), he/she may be disciplined or immediately discharged from employment in accordance with the applicable provisions in Section 2.13 of the CSB/SJU faculty handbook.

The second time a tested staff or student employee receives either a positive test result on a confirmatory test (where no confirmatory retest is requested) or on a confirmatory retest requested and paid for by the employee, the employee will be disciplined or immediately discharged. The second time a tested faculty member receives a positive test result on either a confirmatory test (where no confirmatory retest is requested) or on a confirmatory retest requested and paid for by the faculty member, the faculty member may be disciplined or immediately discharged in accordance with the applicable provisions in Section 2.13 of the CSB/SJU faculty handbook.

C. Volunteers

When a current volunteer receives a positive test result on either a confirmatory test (where no retest is requested by the volunteer) or on a confirmatory retest requested and paid for by the volunteer, the volunteer's relationship with CSB/SJU may be terminated or restricted.

IX. Right to Explain Positive Test Results or Request and Pay For Confirmatory Retest

To ensure that an individual with appropriate qualifications interprets drug and/or alcohol test results under this policy, CSB/SJU have engaged an outside Medical Review Officer ("MRO") at the testing laboratory to review and advise CSB/SJU on test results.

Within three (3) working days after receiving notice of a positive result on a confirmatory test, the individual tested may submit information to the CSB/SJU appointed MRO at the testing laboratory regarding any over-the-counter or prescription medications that he/she is taking or has recently taken that may have affected the test result and/or any other information relevant to the reliability of, or explanation of, the positive test result.

In addition, within five (5) working days after receiving notice of the positive result on the confirmatory test, the individual tested may request a confirmatory retest of the original sample at his/her own expense. Such request must be in writing and must be delivered to the CSB/SJU appointed MRO within the five (5) day period.

If, after reviewing any confirmatory retest result or explanatory information offered by the tested individual regarding a positive test result, the MRO advises CSB/SJU of a positive test result, CSB/SJU will, using and relying on test result information from the MRO, make a decision as to employment action.

X. No Other Appeal Procedures

With respect to applicants and volunteers, there are no appeal procedures. With respect to staff and student employees subject to this policy, there are no appeal procedures available, except as may be set forth in the grievance policy and procedure in the Administrative and Support Staff Handbook.

With respect to faculty members subject to this policy, faculty members may appeal discipline or termination decisions in accordance with the applicable provisions in Section 2.13.6 the faculty handbook.

XI. Testing Procedures

A. Acknowledgement Form

After an applicant, employee or volunteer to be tested under this policy has received a copy of this policy and reviewed it, the individual will be required to sign an acknowledgement form stating that he/she has received and read the policy and consents to testing. A refusal to sign the acknowledgment form will be considered a refusal to testing under Section VII of this policy.

B. Substances Tested

When drug and/or alcohol tests are performed, the testing will be for drugs and/or alcohol and/or their metabolites only.

C. State Regulated Labs and Procedures

Any drug and/or alcohol tests performed under this policy will be performed by a laboratory licensed by the Commissioner of the Minnesota Department of Health to perform such drug and alcohol testing. Blood and urine samples obtained for testing purposes will be obtained at an outside facility in accordance with the procedures required by state statutes and regulations. Chain of custody procedures will be followed in accordance with applicable law and the testing laboratory's standards.

D. Cooperation Required

Individuals subject to this policy are required to fully cooperate with the testing collection procedures. Any attempt to alter a testing sample or any refusal to cooperate with sample collection procedures will be treated as a testing refusal under Section VII of this policy.

XII. Confidentiality

CSB/SJU will maintain the confidentiality of test results consistent with applicable legal requirements.

May 2017

ALCOHOL AND DRUG TESTING POLICY
DEPARTMENT OF TRANSPORTATION (DOT) DRIVERS
For the College of Saint Benedict and Saint John's University

I. Introduction

The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) (collectively “CSB/SJU”) have each adopted this policy to comply with the U.S. Department of Transportation (“DOT”) regulations requiring that certain employees performing safety-sensitive driving duties be subject to alcohol and drug testing. Drugs are referred to in this policy as either drugs or controlled substances.

This policy does not change the at-will nature of any employee’s employment with CSB or SJU and no one at CSB or SJU has the authority to alter an employee’s at-will employment relationship except in a written employment agreement signed by an authorized representative of the applicable institution.

CSB and SJU reserve the right to change, alter, or eliminate all or part of this policy at any time.

II. Scope

Pursuant to Parts 382 and 40 of Title 49 of the Code of Federal Regulations (“C.F.R”), this policy applies to **all employees** of CSB or SJU employed in, and **all applicants** who have received a conditional job offer for, a position that requires the individual to have a commercial driver’s license (“CDL”) and to perform any of the following safety-sensitive driving duties:

- Operation of a commercial motor vehicle used on public highways in interstate commerce when the vehicle has a gross vehicle or gross combination weight rating of 26,001 or more pounds;
- Operation of a commercial motor vehicle designed to transport 16 or more passengers, including the driver; or
- Operation of a commercial motor vehicle used to transport hazardous materials in certain quantities.

All individuals subject to this policy shall be referred to in this policy as “drivers.”

III. Prohibitions and Requirements

For purposes of this section, “**safety-sensitive duty**” or “**safety-sensitive function**” means any duty or function set forth in 49 C.F.R. § 382.107, including but not limited to operating a commercial motor vehicle, waiting to operate a commercial motor vehicle, being ready to operate a commercial motor vehicle, being immediately available to operate commercial motor vehicle, or inspecting, servicing or conditioning commercial motor vehicles.

No driver shall report for duty or remain on duty requiring the performance of any of the following safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

No driver shall use alcohol while performing safety-sensitive functions or perform any safety-sensitive duty within four (4) hours after using alcohol.

No driver required to take a post-accident alcohol test, as described below, shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall report for duty or remain on duty requiring the performance of any safety-sensitive duty when the driver uses any controlled substances, except pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. Pursuant to CSB/SJU's independent authority, any driver who uses a controlled substance pursuant to such instructions of a licensed medical practitioner must notify CSB or SJU (whichever institution employs the driver) before reporting for duty or remaining on duty requiring the performance of safety-sensitive functions. A driver who is subject to post-accident testing described below shall remain readily available for such testing in the thirty-two (32) hours following the accident or may be deemed to have refused to submit to such testing.

No driver shall refuse to submit to alcohol or controlled substances testing. Refusal to submit to an alcohol or controlled substances test means that a driver:

- fails to appear for a test when directed to report;
- fails to remain at the test site;
- fails to provide a urine specimen or an adequate amount of saliva or breath;
- fails to permit a monitored or observed urine collection where required;
- fails to provide a sufficient amount of urine or breath specimen without medical reason;
- fails or declines to take an additional drug test the employer or collector has directed;
- fails to cooperate with any part of the urine collection process;
- fails to follow instructions to raise and lower clothing and turn around in an observed collection;
- possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
- admits to the collector or Medical Review Officer ("MRO") to having adulterated or substituted the specimen; or
- adulterates or substitutes a specimen.

Under its independent authority, CSB and SJU also reserve the right to consider a driver who

refuses to sign the Certificate of Receipt of Department of Transportation (“DOT”) Alcohol Misuse & Controlled Substances Use Policy to have refused to submit to required testing.

Procedures for collecting urine specimens will allow individual privacy unless, pursuant to DOT regulations, there is a reason to believe that a particular individual may alter or substitute the specimen to be provided. If there is reason to believe that the individual being tested may alter or substitute the specimen to be provided, a specimen may be obtained under the direct observation of a collection site person of the same gender as the individual being tested.

In addition to the foregoing, drivers must also comply with the CSB and SJU Alcohol and Drug Free Workplace policy, which, among other things, prohibits the use, possession, manufacture, transfer, sale, or being under the influence of alcohol or drugs while working, while on CSB or SJU premises, and while operating any college or university vehicle, machinery, or equipment.

Drivers must immediately report any driving related criminal conviction to their supervisor or the CSB/SJU Human Resources department.

IV. Required Testing

A. Pre-Employment

All persons applying for or transferring into a driver position, after receiving a contingent offer of employment or transfer, will be requested to undergo controlled substances testing that will include the provision of a urine sample. CSB and SJU will not allow the driver to perform safety-sensitive functions unless CSB or SJU has received a controlled substances test result indicating a verified negative result for that driver.

B. Reasonable Suspicion

Drivers will be required to undergo alcohol or controlled substances testing when a CSB/SJU supervisor has reasonable suspicion to believe that the driver has violated the prohibitions or requirements contained in Part III of this policy.

CSB/SJU’s determination that reasonable suspicion exists will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. Such observations must be witnessed by a supervisor who has received training required by 49 C.F.R. § 382.603 on alcohol misuse and use of controlled substances. CSB/SJU will prepare and sign documentation of the observations leading to the reasonable suspicion test within twenty-four (24) hours of the observed behavior or before the test results are released, whichever is earlier.

Alcohol testing based on reasonable suspicion will take place only when the supervisor’s observations are made just before, during, or just after the driver’s work day. Further, a driver will be directed to undergo reasonable suspicion alcohol testing only while, just before, or just after the driver is performing safety-sensitive functions as defined by applicable federal law.

Alcohol tests will be administered within two (2) hours after the reasonable suspicion determination was made, or as soon as practicable thereafter. Notwithstanding the foregoing, if

testing is not administered within eight (8) hours, CSB/SJU will cease attempts to administer the alcohol test.

Even where a reasonable suspicion alcohol test has not been conducted, a driver cannot report for or remain on duty requiring the performance of safety-sensitive functions, while the driver is under the influence of or impaired by alcohol, as shown by behavioral, speech and performance indicators of alcohol misuse, unless and until the driver has either undergone testing and his/her alcohol concentration is less than 0.02, or twenty-four (24) hours have elapsed following such observations.

C. Post-Accident

A driver will be required to undergo alcohol and controlled substance testing when the driver has been involved in an accident while driving a commercial motor vehicle which:

- (1) results in a loss of human life, or
- (2) the driver receives a citation under state or local law for a moving violation arising from the accident and the accident either:
 - (a) results in bodily injury to any person requiring immediate medical treatment away from the scene of the accident, or
 - (b) results in disabling damage to one or more motor vehicles.

The citation must be issued within eight (8) hours of the accident for alcohol testing to apply, or within thirty-two (32) hours of the accident for controlled substances testing to apply.

CSB or SJU will test for alcohol and controlled substances as soon as practicable following such an occurrence. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing. Drivers shall, of course, be permitted to leave the scene of an accident as necessary to obtain assistance or necessary emergency medical care.

CSB or SJU will administer the alcohol test within two (2) hours and the controlled substances test within thirty-two (32) hours following the accident, or as soon as practicable. If the alcohol test is not administered within eight (8) hours, or thirty-two (32) hours in the case of a controlled substances test, CSB/SJU will cease attempts to administer those tests.

The results of breath or blood tests for alcohol use or a urine test for use of controlled substances by federal, state, or local officials with independent authority to administer such tests shall be considered to satisfy the testing requirements of Part 382 of Title 49 of the CFR, provided such tests conform with applicable federal, state, or local testing requirements, and that the results of the tests are obtained by the employer.

D. Random Testing

Drivers must submit to alcohol and controlled substances testing on an unannounced, random basis. Once notified of selection for such random testing, drivers must proceed to the test site immediately.

CSB/SJU will randomly test its drivers for alcohol and controlled substances use using a scientifically valid selection process which gives each driver an equal chance of being selected. CSB/SJU will perform random alcohol testing and random controlled substances testing at a rate equal to at the random testing rate established by the DOT from time to time. Random testing for alcohol shall occur only during, just before, or just after an employee is or has been performing safety-sensitive functions.

E. Return-To-Duty Testing

Drivers who have violated the prohibitions or requirements contained in Part III of this policy shall not be permitted to return to duty until they have completed the return-to-duty requirements in Part 40 of Title 49 of the CFR. Drivers must undergo an evaluation with a Substance Abuse Professional (“SAP”), successfully comply with and complete the recommended treatment and education, and then undergo alcohol and controlled substances testing as required by DOT return-to-duty rules. The driver must complete a return-to-duty alcohol test with a result indicating an alcohol concentration less than 0.02, if the prohibited conduct involved alcohol, or, if the prohibited conduct involved a controlled substance, must complete a controlled substances test with a verified negative result. Part 40 of Title 49 of the CFR requires that return-to-duty testing be conducted under direct supervision.

F. Follow-Up Testing

Drivers who are permitted to return to work after violating the prohibitions contained in Part III of this policy are subject to unannounced follow-up testing on a schedule directed by the SAP responsible for the driver’s return to duty. Pursuant to federal law, follow-up testing alcohol and/or controlled substances testing shall occur at least six (6) times in the first twelve (12) months following the driver’s return to duty, and the SAP may extend testing for up to sixty (60) months after the driver returns to safety-sensitive duties. Drivers may be required to submit to such testing under direct observation. A driver will be directed to undergo follow-up alcohol testing only while, just before, or just after the driver is or has been performing safety-sensitive functions.

V. Communication of Test Results

Test results will be communicated promptly to tested individuals. Any employee subject to testing is entitled, upon submitting a written request to CSB or SJU’s MRO, as applicable, to obtain copies of any records relating to his or her alcohol or controlled substances tests. Test results will be treated as confidential and will not be disclosed to anyone outside CSB/SJU except as authorized by the tested individual or as required or permitted by law.

VI. Consequences of Policy Violation

A. Applicants

A job applicant seeking to be a driver shall not be allowed to perform safety-sensitive functions unless he or she has received a verified negative controlled substances test result. Pursuant to CSB/SJU's independent authority, when a job applicant refuses to submit to testing, or receives a positive controlled substances test result, the offer of conditional employment will be withdrawn.

B. Employees

Drivers who violate the prohibitions or requirements contained in Part III of this policy will be immediately removed from performing safety-sensitive functions.

Any driver who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be removed from performing safety-sensitive functions at least until the start of the driver's next regularly scheduled work shift, but not less than twenty-four (24) hours following administration of the test.

In addition to removal from safety-sensitive functions, driver disqualification, or other action pursuant to DOT regulations, under CSB/SJU's independent authority, test refusal or positive test results may also result in one or more of the following consequences: (1) a suspension without pay; (2) referral to CSB/SJU's Employee Assistance Program for evaluation and/or a medical provider and a requirement to comply with any rehabilitation or treatment program prescribed; (3) return-to-duty and follow-up testing pursuant to guidelines set forth above in this policy; or (4) other disciplinary action, up to and including immediate termination of employment.

VII. Testing Procedures

Testing will be conducted in accordance with applicable DOT and Federal Motor Carrier Safety Administration ("FMCSA") regulations. Collection and testing procedures will protect the driver and the integrity of the testing process, will safeguard the validity of the test results, and will ensure that test results are attributed to the correct driver. The DOT procedures include comprehensive regulations governing the following:

- **Clinics:** CSB/SJU will contract only with licensed medical facilities that agree to abide by the DOT regulations governing the collection of urine specimens.
- **Testing Laboratories:** CSB/SJU will contract only with testing laboratories that are approved under the DOT regulations.
- **Chain of Custody:** CSB/SJU will contract only with medical facilities, testing providers and laboratories that comply with the DOT regulations regulating the chain of custody for urine specimens, in order to ensure testing accuracy.
- **Alcohol and Controlled Substances Tested:** Testing will be conducted only for alcohol misuse (post-employment) and controlled substances prohibited under the DOT regulations.

- **Confirmatory Tests:** CSB/SJU will rely only on positive test results that have been confirmed by the method(s) of analysis established by the DOT and FMCSA regulations.
- **Confidentiality:** CSB/SJU will seek to maintain the confidentiality of alcohol and controlled substances testing results and other information acquired in the process, and will disclose such information only as required or permitted by law or as authorized by the test subject.

VIII. Test Review and Evaluation

A. Alcohol Testing and Test Results

Alcohol tests will be performed on a device that appears on the National Highway Traffic Safety Administration's ("NHTSA") Conforming Products List ("CPL") and that meets the DOT's testing requirements.

For alcohol testing, a screening test is conducted first. The screening test may be conducted using saliva devices or breath testing using evidential breath testing ("EBT") and non-evidential breath testing devices approved by the NHTSA. Any result less than 0.02 alcohol concentration is considered a "negative" test.

If the result of the screening test indicates an alcohol concentration of 0.02 or greater, a Breath Alcohol Technician ("BAT") will perform a confirmatory test, no less than fifteen (15) and no more than thirty (30) minutes after the completion of the screening test. The driver and BAT shall complete the alcohol testing form to ensure the results are properly recorded. The confirmation test must be conducted using an EBT device that prints out the results, date and time, a sequential test number, and the serial number of the EBT to ensure the reliability of the results. If the confirmatory test is positive, the BAT shall immediately forward the results to CSB/SJU's Designated Employer Representative ("DER").

Random, reasonable suspicion, and follow-up alcohol testing must be done just before, during, or just after a driver performs safety-sensitive functions; return-to-duty testing must be done prior to a driver performing any safety-sensitive function.

B. Controlled Substances Testing and Test Results

Drug testing is conducted by analyzing a driver's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services ("DHHS"). The driver provides a urine specimen in a location that affords privacy and the collector seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing laboratory. For commercial motor vehicle drivers, the law requires that each urine specimen be subdivided into two bottles labeled as a "primary" and "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis confirms the presence of controlled substances, the driver has seventy-two (72) hours to request the split specimen be sent to another DHHS-certified laboratory for analysis.

The DHHS-approved testing laboratory shall forward the results of every controlled substances test to a CSB/SJU-designated MRO for review. If the test result is negative, the result will be reported by the MRO to CSB/SJU's DER. If the MRO receives a positive, adulterated, substituted, or invalid test result, the MRO shall contact the driver, and will give the driver an opportunity to discuss the test results prior to making a final decision to verify a positive test result. The MRO shall inform the driver of his/her right to test of the split specimen at a different DHHS-approved laboratory within seventy-two (72) hours of the driver having been notified of a verified positive, adulterated, substituted, or invalid test result.

If, after making reasonable efforts, the MRO is not able to contact the driver within twenty-four (24) hours, the MRO shall report to CSB/SJU's DER (Human Resources Director) that all reasonable efforts have been made to contact the driver, without success. CSB/SJU's DER shall then, as soon as practicable, ask the driver to contact the MRO within the next twenty-four (24) hours or on the next business day, and inform the driver that the MRO may verify, to the DER, a positive test or refusal to test if the driver does not contact the MRO within the next seventy-two (72) hours. The DER shall apprise the MRO that the driver has been so notified. If, after making all reasonable efforts, CSB/SJU's DER is unable to contact the driver, CSB/SJU may place the driver on temporary medically unqualified status or medical leave.

The MRO may verify a test as positive or a refusal to test without having communicated directly with the driver about the test only if:

- (1) The driver expressly declines the opportunity to discuss the test; or
- (2) CSB/SJU's DER has successfully made and documented a contact with the driver and instructed the driver to contact the MRO (see above) and more than seventy-two (72) hours have passed since the date the driver was advised to contact the MRO; or
- (3) Neither the MRO nor CSB/SJU's DER, after making all reasonable efforts, has been able to contact the employee within ten (10) days of the date on which the MRO receives the confirmed positive test result from the laboratory.

The driver may present to the MRO information documenting that serious illness, injury or other circumstances unavoidably prevented the employee from being contacted by the MRO or CSB/SJU's DER, or from making contact with the MRO/DER, as applicable, within the deadlines provided. The MRO, on the basis of such information, may reopen the verification, allowing the driver to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative. Similarly, if the MRO concludes that there is a legitimate explanation for the driver's failure to contact the MRO within seventy-two (72) hours to request a test of the split specimen, the MRO shall direct that the reanalysis of the specimen be performed. The cost of a retest shall be borne by the driver.

The MRO shall report the test results to CSB/SJU's DER on the same day the MRO verifies the result or the next business day all verified positive test results, results requiring an immediate

collection under direct observation, adulterated or substituted specimen results, and other refusals to test. The MRO shall provide the following information in a report to the DER within two (2) days of verification by the MRO:

- Full name of the employee tested;
- Specimen ID number and the donor SSN or employee ID number;
- Reason for the test (e.g., random, post-accident);
- Date of the collection;
- Date the MRO received Copy 2 of the Custody and Control Form (CCF);
- Result of the test (e.g., positive, negative, dilute, refusal to test, test cancelled) and the date the result was verified by the MRO;
- For verified positive tests, the drug(s)/metabolite(s) for which the test was positive;
- For cancelled tests, the reason for the cancellation;
- For refusals to test, the reason for the refusal determination (e.g., in the case of an adulterated test result, the name of the adulterant); and
- The DOT Agency.

IX. Educational Materials

All CSB/SJU drivers will be provided with educational materials concerning the effects of alcohol misuse and controlled substances use on an individual's health, work and personal life, as well as signs and symptoms of an alcohol or controlled substances problem, and any available methods of intervening where a problem is suspected. Further information is available at:

- <https://www.drugabuse.gov/related-topics/health-consequences-drug-misuse>
- <https://www.niaaa.nih.gov/alcohol-health>
- <http://www.health.state.mn.us/alcohol/>

X. FURTHER INFORMATION

For further information, please contact the Director of Human Resources for CSB and SJU, at (320) 363-5511.

Updated May 2017

COMPENSATION PROGRAM

This appendix is intended to supplement the Compensation Administration information outlined in the *Employment Policies* section of the Handbook.

Salary Structure

The Administrative and Support Staff Compensation Program is a market-based structure with jobs benchmarked to reliable market data sources. The market consensus from these sources informs the development of the salary structure.

- The structure has multiple ranges with control points.
 - Minimum** - the beginning point of a salary range
 - Midpoint** - the average of the minimum and the maximum or the “middle” of the range
 - Maximum** - the highest point of a salary range
- Cabinet level jobs are outside of this salary structure.

The salary structure will be aged annually to ensure continued competitiveness; the appropriate aging factor will be based on a review of market trends. A complete market analysis of positions will occur every three years.

Every three years, depending on trends in the market, the institutions will complete a comprehensive market study to assess the structure’s competitiveness and alignment with the institution’s strategic objectives.

Assigning Jobs to Ranges

The range to which jobs are assigned is determined as follows:

- **Benchmark jobs** – jobs for which market data is collected and analyzed. The benchmarked job is assigned to a salary range based on the market consensus (i.e., market value) of the job relative to the range midpoint.
- **Non-Benchmark jobs** – jobs for which market data is not readily available. Non-benchmark jobs are assigned to ranges based on the degree to which they are similar to benchmark jobs. Factors for this comparison include impact of accountability, latitude of decision-making, level of managerial responsibility, education/experience requirements, and skill level.

For both types of jobs, career progression from one level to the next and reporting relationships are taken into account when assigning a job to a range.

Managing Pay within the Structure

The compensation program’s salary ranges are wide enough to accommodate a variety of experience and performance levels, and all employees can expect to be paid within the salary range associated with their job. The chart below is meant to serve as a guideline for determining pay levels for a job.

GUIDANCE FOR PAYING WITHIN A RANGE

	Minimum Skill/Experience Level	Midpoint Skill/Experience Level	Maximum Skill/Experience Level
Factors that Impact Pay	<ul style="list-style-type: none"> • New to job • Little to no experience • Must learn/develop significantly 	<ul style="list-style-type: none"> • Performs effectively and independently • Demonstrates required experience/skills • Exhibits desired competencies to perform job successfully • Seasoned and proficient professional 	<ul style="list-style-type: none"> • Sustained top performer in all job criteria • Has broad, deep knowledge of own area and related areas • Depth and breadth of experience, specialized skills, perspectives add significant value to institution • Serves as expert resource to others

Compensation Program Governance

To maintain an environment of fairness and to ensure that the program is administered in a consistent, responsible manner, the roles and responsibilities for the parties involved in compensation decisions and/or administration are defined as follows:

Cabinets

- Conducts strategic planning and communicates institutional goals and objectives to the community;
- Sets the standard for performance management and holds their direct/indirect reports accountable for the standards;
- Reviews and endorses comparison market(s).

Manager/Supervisor

- Defines and assigns job responsibilities for the employees in his/her area of responsibility and ensure job descriptions remain current in consultation with employees;
- Maintains open communication with staff;
- Sets performance expectations, provides clear and helpful feedback, and evaluates performance;
- Collaborates with Human Resources in compensation administration for his/her department;
- Communicates compensation messages in a timely and transparent manner to staff; and
- Addresses issues or concerns about job responsibilities and/or compensation raised by employees, consulting with Human Resources, as needed.

Employee

- Fulfills position responsibilities and duties as defined by the job description, and ensure job description is current in consultation with his/her supervisor;

Responds to performance feedback provided by supervisor as related to job responsibilities; and
 Raises issues or concerns about job responsibilities and/or compensation with his/her supervisor.

Human Resources

Administers and monitors the effectiveness of the compensation program;
 Reviews market competitiveness periodically to ensure that pay levels are appropriate relative to the market;
 Assists supervisors in responding to employee questions and concerns; and
 Serves as a resource for information about the compensation program, which includes providing strategic guidance to leadership.

Payroll

Issues paychecks per institution guidelines; and
 Responds to employee inquiries in a timely manner.

Position Changes and Pay Guidelines

An employee’s position may change for a number of reasons throughout his/her employment. The table below highlights several types of position changes and the associated pay guidelines.

Pay Action	Guideline
Job re-evaluation	<ul style="list-style-type: none"> • A significant change in an employee’s position description may require re-evaluation of the salary market comparison. (Examples may include: department restructuring, additional job duties/direct reports, and increase in scope of responsibility)
Job Enlargement	<ul style="list-style-type: none"> • A significant, permanent change in scope of responsibilities may warrant a salary and/or range change.
Promotion to Job in the Same Salary Range	<ul style="list-style-type: none"> • An increase in salary is based on multiple factors: the incumbent’s skills, knowledge, experience, contributions to the job, and current placement within the salary range, as well as internal equity of employees in the same or similar jobs.
Promotion to a Job in a Higher Salary Range	<ul style="list-style-type: none"> • An increase in salary will recognize additional responsibilities and ensure the salary for the new job is consistent with the market. Multiple factors will be considered: the incumbent’s skills, knowledge, experience, contributions to the job, and current placement within the salary range, as well as internal equity of employees in the same or similar jobs. • A promotional increase will take into consideration a review of the percentage of the current salary to the current range midpoint when determining the salary adjustment. In no case will the promotional increase exceed the current salary to current midpoint percentage in the new range.

Pay Action	Guideline
Lateral Transfer Between Departments or Institutions	<ul style="list-style-type: none"> • An employee’s salary is intended to remain the same for a lateral transfer between departments or institutions in the same or similar position. A salary change may be warranted due to budget constraints, internal equity, and/or scope of responsibility.
Demotion to a Job in a Lower Salary Range	<ul style="list-style-type: none"> • In general, demotions seldom occur. A salary change in this situation will be assessed by Human Resources in consultation with the supervisor.
Earning a Degree	<ul style="list-style-type: none"> • Earning a degree typically does not warrant a salary increase unless there is a significant change in the scope of responsibilities as a result of the degree attainment.
Interim Assignment	<ul style="list-style-type: none"> • A temporary assignment of different responsibilities for a designated period. • A salary change for an interim assignment will be assessed by Human Resources in consultation with the supervisor.

CONFLICTS OF INTEREST POLICY

It is the policy of Saint John's University (SJU) that all employees who make decisions that influence the financial actions of the University or its students must do so in accordance with the highest professional and ethical standards. In order to preserve the integrity and reputation of the University, all employees are expected to avoid giving an unfair advantage, or even the appearance of an unfair advantage, to any person or organization doing business with the University or its students. To comply with this policy, all employees must be aware of and seek to avoid any situation where an employee's personal interests conflict with the interests of the University and/or the students it serves, and where the University's interests conflict with the purchasing interests of its students. It is particularly important for an employee to avoid the appearance of conflicts of interest when the employee is in a position to:

1. enter into contracts on behalf of the University; or
2. influence the purchasing decisions of students at the University.

Persons Covered by this Policy: This Conflicts of Interest Policy for Employees applies to all employees of the University, except persons who are governed by the *Conflicts of Interest Policy for Board of Trustees and Key Employees*. The *Conflicts of Interest Policy for Board of Trustees and Key Employees* applies to members of the Board of Trustees, cabinet members, officers, executive-level employees¹, and non-Trustee committee members as set forth in that policy.

Areas in Which a Conflict of Interest May Arise: The appearance of a conflict of interest may arise when a person or organization with whom the University does business (a "Vendor") has, or could reasonably be believed to have, improper influence over the actions or judgment of an employee.

a. Examples of Vendors

Employees should be especially alert to conflicts of interest that may arise in their relations with:

1. Vendors that supply goods and services to the University, or to students of the University in connection with their attendance at the University;

¹ An "executive-level employee" is an employee who satisfies the IRS definition of "key employee" for Form 990 reporting purposes, as amended from time to time. Currently, the definition includes employees who meet all three of the following tests:

- (1) receives reportable compensation from the University and its related organizations in excess of \$150,000; and
- (2) has responsibilities, powers or influence over the University as a whole that is similar to an officer or director; manages a discrete segment or activity of the University that represents 10% or more of the activities, assets, income, or expenses of the University; or has or shares authority to control or determine 10% or more of the organization's capital expenditures, operating budget, or employee compensation; and
- (3) is one of the 20 employees with the highest reportable compensation from the University and related organizations.

2. Vendors from whom the University leases property, equipment or real estate; or from whom its students lease property, equipment or real estate in connection with their attendance at the University;
3. Vendors of student loans or other financial aid, or representatives of such Vendors, with whom the University is dealing or planning to deal.

b. Examples of Relationships That May Produce the Appearance of a Conflict

A Vendor's influence, or apparent influence, over an employee is most likely to result from either a personal or a financial relationship between the employee and the Vendor with whom the employee deals. A Vendor's influence or apparent influence over an employee also can result from offers made by the Vendor to finance trips, travel, seminars, educational materials, or the like, that may in fact benefit the University or its students, but that also may be perceived as providing personal benefit to the employee or inappropriate benefit to the University.

The following relationships may be considered to produce the appearance of a conflict of interest, even if a legal conflict of interest is not created:

- (1) An employee, or a family member² of an employee, has material financial interest in the Vendor. For these purposes, a "material financial interest" is an investment or ownership interest of 10% or greater in the Vendor.
- (2) An employee, or a family member of an employee, has a compensation arrangement with the Vendor. A compensation arrangement specifically includes any payment to an employee from a Vendor in return for service on an advisory board or advisory panel related to the Vendor's business.
- (3) An employee, or a family member of an employee, is an officer, director, or employee of the Vendor and can exercise substantial influence over the actions of the Vendor.
4. An employee, or a family member of an employee, has received a gift or favor of more than nominal value (generally in excess of \$50) from a Vendor. Occasional gifts from Vendors, such as food or flowers, that are intended to be and are shared with a department are not considered to create a conflict so long as they are: (1) infrequent; and (2) reasonable. An employee who has questions about whether it is appropriate to accept a gift or whether a gift creates a potential conflict, should ask his/her supervisor.
5. An employee, or a family member of an employee, has accepted entertainment from a Vendor, unless the entertainment is linked to a business relationship that supports the University's objectives and it is 1) reasonable, 2) occurs infrequently, 3) does not involve expenses of more than \$100 per employee, including any guest expenses, and 4) representatives of the Vendor are present at the event.

² "Family member" includes a spouse (including domestic partners), brothers or sisters, spouses of brothers or sisters, parents, children, and grandchildren.

6. A Vendor has paid for, or reimbursed an employee for, goods or services of more than a nominal value, even if those goods or services assist the employee in carrying out his or her duties for the University, or lodging, meals, travel, or tuition in connection with a conference, travel abroad, recruiting trip, or training seminar.
7. A Vendor who offers services or goods to the University's students in connection with their attendance at the University has provided a financial or other benefit to the University for which the University has not paid a fair market value price.

Requirement to Report a Potential Conflict of Interest: The University cannot guard against a Vendor's improper influence over the actions of the University or an employee unless the University is aware of potential conflicts of interest. Therefore, where an employee receives a benefit that is listed above, the employee must disclose such event to his or her direct supervisor. Where any employee of the University becomes aware that any of situations above has occurred, or that a potential conflict of interest may exist, regardless of whether the conflict involves the employee himself or herself, or another, must disclose the situation to his or her direct supervisor. The supervisor, in consultation with the CFO as determined appropriate, will assist in determining whether there is an actual conflict of interest, and if there is, will determine the course of action necessary to protect the interests of the University and/or its students. The University may, in its sole discretion, require an employee who is determined to have a conflict of interest or potential conflict of interest with respect to a particular matter to absent themselves from discussions of and/or voting or decision making on said matter.

The University acknowledges that in small town communities such as ours, the appearance of conflicts may be inevitable and our employees have personal relationships which might inadvertently cause events listed above to occur from time to time. This policy does not strictly prohibit the University from entering into contracts where a potential conflict or actual conflict exists. What this policy requires is that employees properly disclose conflicts and potential conflicts so that the University can manage conflicts to ensure that the business and purchasing decisions being made are in the best interests of the University and are not being made for the personal benefit of any individual.

Violations of the Conflicts of Interest Policy: An employee who fails to disclose a material relationship required to be disclosed under this policy is subject to discipline up to and including termination of employment.

Appendix D

COPYRIGHT POLICY FOR DUPLICATING CENTER AND SUPPORT SERVICES:

An employee requesting making or requesting copies is expected to comply with laws and regulations governing reproduction of copyrighted material. Please refer to the following link for further information:

<https://sharepoint.csbsju.edu/copycenter/Pages/SJUDuplicate.aspx#copyright>

Appendix E

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Saint John's University (SJU) commits itself to a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies and specifically with Minnesota Statutes Section 363.

Saint John's University will not discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic.

However, in order to maintain its Benedictine character SJU will give first consideration in the filling vacancies to qualified monastic members of The Order of Saint Benedict and in accordance with the Minnesota Human Rights Act chapter 363.02 Subdivision 1, with respect to religion and creed, as permitted by law. The monastic members of the Order live on the SJU campus within a church defined enclosure, which by church law is restricted to members of the monastic community. The Monks and employees working within the private living quarters are exempted from this policy.

SJU reserves the right to exercise discretion in employment decisions to employ persons who share and are committed to the values and mission of the University.

SJU will take Affirmative Action to ensure that employment practices and procedures are free from discrimination, including: employment advertising, recruitment and selection, hiring, job enlargement, promotion, demotion, transfer, selection, layoff, disciplinary action, termination, compensation, selection for training and apprenticeship programs.

Minority and female business enterprises will receive equal opportunity to participate in an RFP/contract bidding process for SJU contracts. SJU supports incorporation of nondiscrimination and Affirmative Action rules and regulations into vendor contracts.

SJU will commit necessary human and financial resources to achieve the goals of Equal Employment Opportunity and Affirmative Action.

SJU will encourage, report and monitor its progress toward achieving Affirmative Action objectives. Any employee or subcontractor who does not comply with the Equal Opportunity Policy may be subject to disciplinary action or sanctions in accordance with the applicable Faculty or Staff Handbook.

SJU has appointed the Employment Manager to coordinate the Equal Employment Opportunity Program. The Employment Manager's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of the Affirmative Action Program as required by Federal, State and local agencies. The President of Saint John's University will receive and review reports on the progress of this program. Any employee or applicant for employment who believes he/she has been discriminated against should contact either the Employment Manager at (320) 363-5282 or the Faculty/Staff Human Rights Officer at (320) 363-5071.

Revised July 2014

FINANCIAL EMERGENCY

Financial Emergency is a rare and serious institutional crisis that requires urgent action on the part of the University to reduce expenditures in response to reduced revenues. The Board of Trustees establishes and reviews the criteria for determining a financial emergency. The Board, upon recommendation of the President, who will have consulted with the faculty assembly, formally declares a financial emergency if the Board judges a financial crisis meets the criteria. Because of the severity of the effects of financial emergency, the Board, President, and Provost should make every effort to involve the faculty in the deliberation process leading up to such a declaration.

Subsequently, the faculty shall be represented in administrative processes relating to program reorganization and/or curtailment or termination of instructional programs. The President and the Board have final authority in all matters related to financial emergency.

Appendix G

FRAUD POLICY

Saint John's University (SJU) is committed to conducting its business affairs in an ethical manner and in full compliance with the law and its own policies and procedures.

Employees of SJU must not engage in any illegal activity and must not, in the performance of their duties, commit any act of fraud, whether or not adverse to the interest of University. Any act of fraud ascertained upon internal investigation, or pursuant to a criminal conviction, or through written acknowledgement by the employee concerned, shall result in disciplinary action up to and including termination of employment.

For the purposes of this policy, fraud shall include, but not be limited to:

- a. Theft or misappropriation of SJU's assets
- b. Submitting false claims for payment or reimbursement
- c. Concealment of data or falsification of data to damage or inappropriately benefit SJU
- d. Accepting or offering a bribe, or accepting gifts or other favors under circumstances that might lead to the inference that the gift or favor was intended to influence an employee's decision-making while serving SJU
- e. Accepting a commission from, or paying same to a third party (kickbacks)
- f. Blackmail or extortion
- g. Off book accounting, or making false or fictitious entries
- h. Knowingly creating and/or distributing false or misleading financial reports
- i. Payment of excessive prices or fees where justification, thereof, is not documented
- j. Violation of SJU's procedures with the intention of personal gain or to the detriment of SJU
- k. Willful negligence intended to cause damage to the material interest of the SJU

Reporting Fraudulent Activities

An employee may direct concerns to his/her supervisor, Vice President, the President, the Director of Human Resources, or he/she may use the confidential reporting system, Ethics Point. Ethics Point is a confidential and anonymous way for employees to report suspected improper conduct by filing a report from work or home, via the internet or by speaking directly to an Ethics Point representative.

Visit the following website for additional information: www.csbsju.edu/ethicspoint

Please also refer to SJU's Whistleblower Policy (See *Institutional and Operational Policies*) which notes: "It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and University policies and to **report violations or suspected violations...**"

SJU reserves the right to press charges against an employee and/or to report any criminal action to the appropriate authorities. In any event, SJU reserves the right to sue an employee before Civil Law in order to force restitution of any loss incurred by SJU. An employee discharged under this policy shall not be re-employed by SJU.

Appendix H

GUIDELINES FOR EMPLOYING MONKS (of St. John's Abbey)

Affirmative Action means not only to be free of discrimination in employment practices but also to make a good faith effort to employ qualified women, minorities, and persons with disabilities. Based on this, Saint John's University commits itself to a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies and specifically with Minnesota Statutes Section 363.

In order to maintain its Catholic character in the Benedictine tradition, SJU will give first consideration in the assignment of duties to qualified members of The Order of Saint Benedict. Further, in accordance with the Minnesota Human Rights Act chapter 363A.02 Subdivision 1, 363A.20, Subdivision 2, and 363A.26, with respect to religion and creed, the University reserves the right to exercise discretion in employment decisions, as permitted by law, to employ persons who share and are committed to the values and mission of the Order of Saint Benedict. Such employment decisions will be made when the University has determined it to be necessary, on the basis of bona fide occupational qualification, to hire individuals who demonstrate their commitment to the values and mission of the Order of Saint Benedict.

Qualified members of the Order of Saint Benedict are preferred candidates for every administrative vacancy.

Definitions

Qualified – meets the required minimum qualifications of the position as described in the job description and vacancy announcement.

Preferred – a Benedictine candidate who meets the required minimum qualifications of an open position and possesses relatively equal qualifications to a lay candidate. The Benedictine candidate will receive hiring preference.

Basic Procedures

All job openings for administrative positions are posted as vacant for a period of three (3) business days. After that time the hiring executive or administrator is free to either conclude the search or broaden the pool of candidates by advertising the position off-campus.

Positions will be placed on the Human Resources Office Internet Home Page at <http://www.csbsju.edu/humanresources>

The on-campus advertising is accomplished by the distribution of job opening announcements to the Abbey Personnel Liaison and by posting vacancy announcements on the Human Resources department employment page at: <https://employment.csbsju.edu>

Guidelines for Employing Monks

Entry-level Positions:

- A. Following consultation with the Abbot, if a monk has the minimum required qualifications and demonstrates the ability to assume an entry-level position, he will complete an employment application and receive an interview with the supervisor. Upon the supervisor's approval of the candidate and a final review with the Human Resources Department:
1. The monk is offered the position.
 2. An internal posting / position announcement indicates that a monk has been identified for the position as a preferred candidate.
 3. This completes the search process, and the monk is appointed to the position.
- B. If there is not a vacant entry-level position, a monk may request to serve as an intern within a department following the process outlined in section IV below.

Mid-level Management:

- A. Following consultation with the Abbot, if a monk has the minimum required qualifications to assume a vacant mid-level management position (as determined by the hiring supervisor and Human Resources) and/or has been identified as a possible candidate through a succession planning process:
1. The monk will be asked to provide a letter of interest and resume, indicating his understanding of the job expectations and outlining his qualifications to assume the position.
 2. After submitting the application materials, the monk will be interviewed by the search committee and/or hiring supervisor. If he is deemed to have the talents and training required for the position, he will be offered the position and notice will be given that the position has been filled by a preferred candidate.
 3. If there is uncertainty about whether the monk has the requisite talents and training, that determination will be communicated to the monk, the recruitment process will continue, and he may choose to be part of the final applicant pool.
 4. If there are other qualified candidates, and the monk accepts the invitation to continue with the recruitment process, the monk candidate will be included in the pool of candidates to be interviewed. If through the final interviewing process, he is deemed to have the talents and training required for the position, he will be offered the position.
- B. If, following the final interview process, the hiring supervisor does not recommend hiring the monk, a meeting will be scheduled with the monk, the hiring supervisor and Human Resources to discuss the rationale for this decision and identify alternate possibilities for future employment.
- C. If a monk is determined not to have the requisite talents and training to assume a mid-level management position, he may participate in a Benedictine Internship Program to gain the requisite qualifications, whether or not there is a current or anticipated vacancy within the department or outside of it. (See section IV below.)

Executive-level Positions:

- A. Following consultation with the Abbot, if a monk has the minimum required qualifications and talents to assume a vacant executive level position (as determined by the hiring supervisor and Human Resources) and/or has been identified as a possible candidate through a succession planning process:
1. The monk will be asked to provide a letter of interest and resume, indicating his understanding of the job expectations and outlining his qualifications to assume the position.
 2. After submitting the application materials, the monk will be interviewed by the search committee and/or supervisor. If he is deemed to have the talents and training required for the position, he will be offered the position and notice will be given that the position has been filled by a preferred candidate.
 3. If there is uncertainty about whether the monk has the requisite talents and training, that determination will be communicated to the monk, the recruitment process will continue and he may choose to be part of the final applicant pool.
 4. If there are other qualified candidates, and the monk accepts the invitation to continue with the recruitment process, the monk candidate will be included in the pool of candidates to be interviewed. If through the final interviewing process, he is deemed to have the talents and training required for the position, he will be offered the position.
- B. If, following the final interview process, the hiring supervisor does not recommend hiring the monk, a meeting will be scheduled with the monk, the hiring supervisor and Human Resources to discuss the rationale for this decision and identify alternative possibilities for future employment.
- C. If through an internship or another means it is determined that a monk has the talents and initial training for an executive-level position, but lacks the requisite advanced education and/or sufficient on-the-job experience, the Division will be open to working with the individual monks to create a succession plan that would include pursuing advanced education and/or gaining added experience. This succession plan ought to be determined mutually by the Division Head, the appropriate Division and Abbey personnel, and the individual monk.

Benedictine Internships (*Applicable to Saint John's University only*)

- A. An internship within an administrative department provides on-the-job experience for an individual monk. Such an internship is designed with specific performance expectations established by the department supervisor and the individual monk. One component is a professional development plan, in which the monk, the Abbey Personnel Liaison Officer and the department supervisor identify special job assignments, workshops and/or seminars in which the monk will participate. The department supervisor and individual monks will review progress on performance goals and professional development activities at least every six months.

- B. At the end of the year, there will be an evaluative process with the monk, the supervisor of the department and the Abbey Personnel Liaison Officer to discern appropriate next steps:
1. If the internship appeared to be a good fit for both the monk and the department, the monk will be placed in the next vacant position within the department -- if one is expected soon -- or he may receive an interim appointment in the department until the next appropriate position becomes vacant.
 2. If the internship appeared not to be a good fit for both the monk and the department, the monk may participate in an internship within another department (management area).

Faculty Positions (*Applicable to Saint John's Preparatory School only*)*

- A. Following consultation with the Abbot, if a monk has the minimum required qualifications to assume a vacant faculty position, (as determined by the hiring supervisor and Human Resources) and upon the supervisor's approval of the candidate:
1. The monk will be asked to provide a letter of interest and resume, indicating his understanding of the job expectations and outlining his qualifications to assume the position.
 2. After submitting the application materials, the monk will be interviewed by the search committee and/or supervisor. If he is deemed to have the talents and training required for the position, he will be offered the position and notice will be given that the position has been filled by a preferred candidate.
 3. If there is uncertainty about whether the monk has the requisite talents and training, that determination will be communicated to the monk, the recruitment process will continue, and he may choose to be part of the final applicant pool.
 4. If there are other qualified candidates, and the monk accepts the invitation to continue with the recruitment process, the monk candidate will be included in the pool of candidates to be interviewed. If through the final interviewing process, he is deemed to have the talents and training required for the position, he will be offered the position.
- B. If, following the final interview process, the hiring supervisor does not recommend hiring the monk, a meeting will be scheduled with the monk, the hiring supervisor and Human Resources to discuss the rationale for this decision and identify alternate possibilities for future employment.

Policy approved by SJU Senior Council on 7/7/2009

*Note: Section 3.1.2 of the Faculty handbook references the Benedictine Hiring Preference for CSB/SJU Faculty Positions.

Appendix I

GRIEVANCE POLICY & PROCEDURE

Saint John's University seeks to provide just and equitable treatment for all employees and to protect employees' rights in matters of employment.

A grievance is defined as a complainant's employment rights having been adversely affected as a result of a dispute or disagreement. A grievance consists of a violation or misinterpretation of policy or process.

This policy is intended to encourage an employee to seek informal resolution of his/her differences in a spirit of cooperation, trust, and candor. All parties involved are expected to cooperate in bringing about a satisfactory resolution through the internal process. The grievance policy is not a legal process; it is an internal process which extends assistance in resolving a dispute or disagreement.

Confidentiality

Discussions and documentation concerning the grievance proceedings are matters of strict confidentiality which is an integral part of working toward resolution.

Exclusions:

Allegations of discrimination, sexual harassment, violation of human rights, or sexual assault are covered under separate policies (see *Appendix J - Joint Human Rights Policy and Procedures/Joint Sexual Assault Policy*).

Corporate, Statutory, and Federal and state Legal Restrictions

Position Elimination or Termination of Employment

Termination of an employee in a temporary/provisional appointment status

Definitions:

Employee - A person employed by Saint John's University

Immediate Supervisor - The person to whom the complainant reports

Complainant- An employee (or group of employees) who submits a complaint for resolution

Days/Working Days - Defined as Monday-Friday, excluding holidays

Respondent - Party against whom a grievance is filed

Grievance and Appeals Process

Step 1 Open Discussion

The first step toward the resolution of a grievance is for the complainant to discuss his/her concern with the respondent. This discussion is to occur within ten working days of when the incident occurred. In the event the complainant and respondent are unable to mutually agree upon a resolution during the open discussion period, the complainant is to notify his/her supervisor. If the grievance is with the supervisor, the notification will be to the Vice President (VP). Within five working days of receiving notice, the supervisor/VP will meet with both the complainant and the respondent in an attempt to bring a satisfactory resolution. The parties involved will have ten working days to attempt a resolution.

Step 2 Informal Grievance Process

If a mutually agreeable resolution is not reached in step 1, the complainant may file an “Informal Statement of Grievance” with the Human Resources department. The Human Resources Director will notify the supervisor and/or VP that an Informal Statement of Grievance has been officially filed. Within five working days, the Human Resources Director will review the statement of grievance and the applicable handbook to determine whether the reported concern is a grievable matter. If not found to be a grievable matter, the parties will be informed of other resources or alternatives to address the dispute. If the concern is a grievable matter, the Human Resources Director will conduct a meeting within ten working days to attempt to resolve the dispute between the parties.

Step 3 Formal Grievance Process

If a grievance cannot be resolved by the Informal Process, the grievance will be moved to the Formal Process. The Human Resources Director will notify the VP of a formal grievance within five working days following the conclusion of the informal process. Notification will include a summary report of the previous meetings and steps taken to resolve the grievance. The VP will review the summary report and may consult with the complainant, respondent, and other parties, as appropriate, to determine how best to resolve the dispute. The complainant and respondent will receive a final decision within ten working days. A copy of the final decision will be sent to the Human Resources Director and applicable parties. The final decision may not be appealed.

JOINT HUMAN RIGHTS POLICY
For
The College of Saint Benedict and Saint John’s University

I. PURPOSE, SCOPE AND DEFINITIONS

A. Purpose. The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) are committed to creating and maintaining an environment in which all members of the community are aware of and respect the rights and human dignity of every other member. Discrimination and harassment based on race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic are reprehensible and are antithetical to the mission of these institutions. CSB and SJU have zero tolerance for unlawful discrimination and harassment.

Discrimination or harassment relating to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic is not only a violation of this policy and our values but it is also prohibited by both state and federal law, under such laws as:

- Title VII of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, religion, and national origin in employment;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, including sexual harassment, sexual violence, and other forms of sexual misconduct;
- The Americans with Disabilities Act of 1992, which prohibits discrimination on the basis of disability;
- The Minnesota Human Rights Act, which prohibits discrimination on various grounds; and
- Other state and federal laws.

B. Scope. This policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including but not limited to, vendors, prospective students, prospective employees, and visitors to campus, are also required to comply with the provisions of this policy. All community members must abide by this policy at all times, whether on campus or away from campus, when engaged in activities sponsored by the institution or which otherwise relate to the institution or its business. Such activities include, but are not limited to, professional meetings, classes, practica, seminars, study abroad programs, and all other activities involving or relating to the institution.

C. Definitions.

- 1. Discrimination.** In the context of human rights, discrimination refers to unfair and/or unequal treatment of an individual or group when based upon legally protected characteristics, including race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, and status with regard to public assistance. Some

civil rights laws applicable to employees and students may also include affirmative obligations requiring CSB and SJU to provide reasonable accommodations to members of certain protected classes. For example employees who have disabilities may request a reasonable modification of their job duties or some other accommodation to assist them in performing the functions of their jobs. With regard to students with disabilities, CSB and SJU are obligated to provide reasonable modifications to their practices, policies and procedures and auxiliary aids and services to ensure that such students have an equal opportunity to participate in, and enjoy the benefits of the educational programs offered by CSB and SJU.

2. Harassment. Harassment is defined in part as follows:

Verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion toward an individual or a group of individuals because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance or other legally protected category or characteristic when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational experience; or submission or rejection of such conduct by an individual is used as the basis of employment decisions or academic/educational decisions affecting such individual (**Quid Pro Quo Harassment**);
- such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work or educational experience or creating an intimidating, hostile, or offensive working, residential, or educational environment (**Hostile Environment Harassment**).

Examples of Harassment. The determination of what constitutes harassment depends upon the specific facts of each situation in the context in which the conduct occurs. Harassment may take many forms. It may be subtle and indirect, or blatant and overt. It may occur between peers or between individuals in a hierarchical relationship. If it meets the conditions set forth in the above definition, conduct such as the following may be considered discriminatory harassment:

- epithets, slurs, negative stereotyping, obscene gestures, leering, insults, or threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic;
- written or graphic material that is used for the purpose of denigrating or showing hostility or aversion toward an individual or a group of individuals because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic;

- unwelcome and inappropriate physical contact related to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic, including without limitation, unwanted touching and assaultive conduct.

3. Sexual Harassment. One type of harassment is sexual harassment. Sexual harassment and other forms of sexual misconduct are prohibited by both this policy and by the Joint Sexual Misconduct Policy. See the [Joint Sexual Misconduct Policy](#) for more information on conduct that constitutes sexual harassment and sexual misconduct.

4. Hostile Environment. Hostile Environment harassment is established when harassment (as defined above) is so severe or pervasive that it has the purpose or effect of substantially and unreasonably interfering with an individual's work or educational experience or creating an intimidating, hostile, or offensive working, residential, or educational environment. CSB and SJU will consider the following questions, in addition to other factors, in determining if there is a hostile environment:

- Is the conduct based on an individual's race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic?
- Was it a single incident or a pattern of incidents? If it was a single incident, how severe was the conduct?
- Was the conduct physical, verbal or both?
- How frequent was the conduct?
- Would other people subjected to such conduct feel that the conduct creates an intimidating, hostile, or offensive working, residential, or educational environment?

CSB and SJU may take action, including disciplinary action, to stop and remedy conduct that could lead to the creation of a hostile environment.

5. Other Important Terms.

1. **Community** and **institutions** refer to the College of Saint Benedict and Saint John's University, and in the case of community, all of their students, faculty and staff, and associates.

2. **Campus** refers to the grounds of the College of Saint Benedict and Saint John's University.

3. **Campus authorities** refer to the Department of Security at the College of Saint Benedict, Life Safety Services at Saint John's University, and/or the Human Rights Officer(s) ("HRO"), Dean(s) of Students, or Title IX Coordinators.

4. **Student** refers to any person enrolled in the College of Saint Benedict, or Saint John's University, whether undergraduate or graduate.
5. **Supervisor** refers to administrators, department chairs, faculty, residence directors, faculty residents, staff persons, and others who have the responsibility for faculty, staff, or students' terms and/or conditions of employment or education.
6. **Associate** refers to any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John's Abbey or Saint Benedict's Monastery.
7. **Third Party** refers to an individual or entity who is not a member of the campus community but whose activities bring them into contact with members of the campus community, including, but not limited to, visitors to campus, alums, and prospective students and prospective employees.
8. **Title IX Coordinators** are officials from CSB and SJU who have been appointed by their respective institutions to address issues of gender-based discrimination and sexual misconduct. The Title IX Coordinators for each institution are listed in the contact information at the end of this policy.

II. POLICY

A. Policy Statement. CSB and SJU prohibit harassment and discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance or other legally protected category or characteristic. CSB and SJU will investigate and promptly seek the equitable resolution of allegations of conduct that violates this policy.

B. Academic Setting. It is not the purpose or the intent of this policy to discourage the open discussion of controversial issues or the free exchange of opinions and ideas occurring within the academic setting. CSB and SJU are committed to the principles of free inquiry and free expression within the context of the Catholic and Benedictine traditions and in accordance with the principles of human rights and dignity. Respect for these principles requires that members of the community are open to the expression of opinions of others though they may not share the same views.

Whatever the boundaries of free inquiry and expression, every member of the community should be attentive to the feelings and sensibilities of others, and should demonstrate the high standards of civility and good taste that reflect mutual respect, understanding and sensitivity among all members of our diverse community. In particular, members of the faculty represent the institutions and have a special role and position of authority with respect to students. They should treat students with respect and dignity and should be particularly sensitive to the impact of their words and opinions.

All members of the academic community have the right to participate in the academic enterprise without discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic. **Discriminatory harassment on the basis of these categories is not protected expression.**

III. REPORTING RESPONSIBILITIES

All Community Members. All community members (faculty, staff, students, and associates) who have experienced or observed others experiencing what they believe to be incidents of discrimination or harassment are expected to report such conduct to a Human Rights Officer promptly (see contact information noted at the end of this policy document). All community members are responsible for being fully familiar with the Joint Human Rights Policy and the Joint Sexual Misconduct Policy. In addition, all third parties are encouraged to report alleged incidents of discrimination or harassment to a Human Rights Officer.

Supervisors. Supervisors have the further responsibility to use their best efforts to assure that discrimination and harassment do not occur and to report to the Human Rights Officer all conduct of which they have knowledge that may violate this policy.

IV. COMPLAINT PROCEDURE

Complaints involving human rights issues will generally be processed and considered pursuant to the Joint Complaint Procedure for Human Rights Violations. Because of the unique issues involved in sexual misconduct cases, when a complaint involves allegations of sexual misconduct, the complaint will be processed according to the Joint Sexual Misconduct Complaint Procedure. CSB and SJU strive to treat all who are involved or implicated in human rights complaint procedures in a fair and equitable manner.

V. CONFIDENTIALITY

Because of the sensitive nature of human rights complaints, the need to protect the privacy of the parties, the need to ward against retaliation, and the interest in resolving complaints as quickly and effectively as possible, the institutions will strive to keep human rights complaints as confidential as possible. Generally, CSB and SJU will only inform those officials and individuals who have a need to know that a complaint was made. ³

Notwithstanding the preceding paragraph, CSB and SJU have an obligation to investigate complaints under this policy and to take reasonable steps to prevent ongoing harassment, discrimination, sexual misconduct, and related retaliation, so strict confidentiality may not be guaranteed when a person makes a report to a Human Rights Officer, the Title IX Coordinator, or to a person considered a “supervisor” under this policy. If a complainant asks the Human Rights Officer(s), the Title IX Coordinator, or another supervisor that his or her name or other identifiable information not be revealed, CSB/SJU will evaluate the request in the context of their responsibility to provide a safe and nondiscriminatory environment for all students, staff, and faculty. Individuals wishing to discuss an incident confidentially have resources available to them. In general, the law recognizes and protects the confidentiality of communications between persons seeking care from a medical or mental health professional. The medical and mental health professionals at CSB/SJU respect and protect confidential communications from students, faculty, and staff to the extent they are legally able to do so. Any of these professionals may have to breach a confidence, however, when he or she

³ Because of the significant interaction between students and employees of CSB and SJU, reports of a human rights violation at one institution shall be shared with appropriate leadership of the other institution so that each institution can take appropriate responsive measures.

perceives an immediate and serious threat to any person or property. In addition, medical and mental health professionals are required by law to report any allegation of sexual assault or other abuse of a person under 18. Please refer to the Joint Policy for Reporting Suspected Child Abuse at <https://www.csbsju.edu/Human-Rights/Child-Protection/Reporting-Suspected-Child-Abuse.htm>.

CSB and SJU want to support all individuals who report or are victims of harassment or discrimination prohibited by this policy. If you have concerns about confidentiality, please speak with the Human Rights Officer about confidentiality issues.

VI. RETALIATION

CSB and SJU strictly prohibit retaliation against any person who complains in good faith of a human rights policy violation. In addition CSB and SJU strictly prohibit retaliation against any person because of their good faith involvement in an investigation or hearing as part of the complaint process. Encouraging others to retaliate also violates this policy. If you feel you have been retaliated against, you should report the retaliation to the Human Rights Officer immediately. CSB and SJU cannot stop retaliation unless they know about it.

VII. SANCTIONS

Conduct that violates this policy may lead to disciplinary action, up to and including termination of employment and suspension or expulsion from the academic community. A malicious false report will lead to disciplinary action, up to and including termination of employment and suspension or expulsion from the academic community. Sanctions will be issued in accordance with the appropriate handbook policy or procedure (if any).

VIII. CONTACT INFORMATION

COLLEGE OF SAINT BENEDICT	
Faculty/Staff Human Rights Officer and Deputy Title IX Coordinator	Judy Bednar, jbednar@csbsju.edu , 320-363-5071
Student Human Rights Officer	Brandyn Woodard, blwoodard@csbsju.edu , 320-363-5455
Chief of Staff/Exec. Asst. to CSB President and Lead Title IX Coordinator	Kathryn Enke, kenke@csbsju.edu , 320-363-5070
Dean of Students and Deputy Title IX Coordinator	Jody Terhaar, jterhaar@csbsju.edu , 320-363-5270
Security Director	Darren Swanson, dswanson@csbsju.edu , 320-363-5000

SAINT JOHN'S UNIVERSITY (including School of Theology)	
Faculty/Staff Human Rights Officer and Deputy Title IX Coordinator	Judy Bednar, jbednar@csbsju.edu , 320-363-5071
Student Human Rights Officer	Brandyn Woodard, blwoodard@csbsju.edu , 320-363-3799
Exec. Assistant to SJU President and Lead Title IX Coordinator	Patti Epsky, pepsky@csbsju.edu , 320-363-2246
Dean of Students and Deputy Title IX Coordinator	Michael Connolly, mconnolly@csbsju.edu , 320-363-3171
Life Safety Services Director	Shawn Vierzba, svierzba@csbsju.edu , 320-363-2144
Interim Dean of the SJU School of Theology	Dale Launderville, OSB, dlaundervill@csbsju.edu , 320-363-3182
Rector of the SJU School of Theology	Michael Patella, mpatella@csbsju.edu , 320-363-2108

If any changes are made in the persons holding these positions, current information will be available on the CSB/SJU web site.

*Approved by SJU Board of Trustees – November 8, 2013
 Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – November 8, 2013*

SEXUAL MISCONDUCT POLICY
For Saint John’s University and the College of Saint Benedict

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I. PURPOSE, NOTICE OF NON-DISCRIMINATION, SCOPE, AND DEFINITIONS

A. Purpose and Notice of Non-discrimination. The purpose of this Policy is to maintain an environment that is free from the physical and emotional threat of sexual misconduct, including sexual harassment, sexual assault, and other forms of sexual violence. The College of Saint Benedict (CSB) and Saint John’s University (SJU) have zero tolerance for sexual misconduct in any form.

CSB and SJU are committed to compliance with all applicable anti-discrimination laws and do not unlawfully discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, familial status, status with regard to public assistance, or other legally protected category or characteristic, in their programs and activities. Harassment based upon an individual’s legally protected status is a form of prohibited discrimination.

In accordance with Title IX, this Policy addresses the institutions’ prohibition of sexual misconduct, including sexual harassment, sexual assault, and other forms of sexual violence. Sexual harassment, sexual assault, and all other forms of sexual misconduct are forms of sex discrimination. Not only are they prohibited by this Policy, but they are also prohibited by various federal and state laws, including Title IX of the Educational Amendments of 1972 and the Minnesota Human Rights Act.

As institutions which espouse Catholic and Benedictine values, every community member’s awareness of and respect for the rights and human dignity of all persons undergirds community life. These values demand that we strive to create an environment where the sacredness of each person is honored. Sexual assault, sexual harassment, and other sexual misconduct violate the sacredness of the person, weaken the health of the community, and are antithetical to the missions of our institutions.

The College of Saint Benedict and Saint John’s University will investigate and promptly seek the equitable resolution of all allegations of sexual misconduct, take steps to prevent the recurrence of sexual misconduct, and to correct its effects on victims and others.

Questions or concerns regarding Title IX, sex discrimination, sexual harassment or sexual misconduct may be directed to the institutions' Title IX Coordinators:

Kathryn Enke
Chief of Staff
kenke@csbsju.edu
(320) 363-5070
37 South College Avenue
Main 106
Saint Joseph, MN 56374

Patti Epsky
Chief of Staff
pepsky@csbsju.edu
(320) 363-2246
PO Box 2000
Quad 142A
Collegeville, MN 56321

Questions or concerns may also be directed to the U.S. Department of Education Office for Civil Rights:

Web address: <http://www2.ed.gov/about/offices/list/ocr/index.html>
Mailing address: U.S. Department of Education Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: 800-421-3481
FAX: 202-453-6012
TDD: 800-877-8339
Email: OCR@ed.gov

B. Scope. This Policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU are also required to comply with the provisions of this Policy. All community members will abide by this Policy at all times, whether on campus or away from campus, when engaged in programs or activities sponsored by the institution(s) or which otherwise relate to the institution(s) or its business. Such activities include, but are not limited to, professional meetings, classes, practica, seminars, study abroad programs, and all other activities involving or relating to the institution(s).

C. Definitions.

1. **Sexual Misconduct.** Sexual misconduct incorporates a variety of behaviors, including sexual assault, sexual violence, sexual harassment, stalking, domestic violence, dating partner violence, sex-based cyber harassment, hazing of a sexual nature, peeping, voyeurism, going beyond the boundaries of consent (such as secretly allowing others to watch a sexual encounter), and any other conduct of a sexual nature that is nonconsensual or has the purpose or effect of threatening, intimidating, coercing or interfering with the rights of another person or persons. Much sexual misconduct includes nonconsensual sexual contact, but this is not a necessary component. Threatening or intimidating speech, which meets the definition of sexual harassment, for example, will constitute sexual misconduct. Photographs, video, or other visual or auditory records of sexual activity made or shared without explicit consent constitute sexual misconduct, even if the activity documented was consensual. Domestic violence and dating partner violence constitute sexual misconduct, regardless of whether the intimate or sexual relationship between the parties is consensual.

2. **Sexual assault** is defined as sexual contact, including but not limited to penetration, without consent. Sexual assault is a form of sexual violence and a severe form of sexual harassment. Sexual assault includes, but is not limited to rape (including sodomy and sexual assault with an object); fondling (the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim); incest; and statutory rape.

3. **Sexual contact**, for purposes of this Policy, shall have the same meaning as it has under Minnesota law. “**Sexual contact**” includes, but is not limited to, the intentional touching by an individual of another’s intimate parts (including an individual’s breasts, inner thighs, buttocks, genitals and/or groin area, whether clothed or unclothed); or the coerced touching by an individual of another’s intimate parts. Sexual contact also includes the intentional removal or attempted removal of clothing covering an individual’s intimate parts.

4. **Consent** means words or overt actions by a person indicating a freely given, present agreement to perform a particular sexual act with the person initiating sexual contact. Consent must be informed and freely and actively given.

- a. Consent requires more than the existence of a prior or current social or sexual relationship between the parties.
- b. Consent to one sexual act does not imply consent to another. Consent has to be specific to the act and persons involved, at the time of the act. Past consent to sexual activity does not imply ongoing future consent. Consent can be withdrawn at any time. Although consent does not need to be verbal, verbal communication is the most reliable form of asking for and obtaining consent.
- c. Simple silence, the lack of a negative response, or failure to resist is not consent. It is the responsibility of the person initiating sexual contact to obtain consent to any and all sexual contact that person initiates.
- d. The use or threatened use of force or other forms of coercion or intimidation take away a person’s ability to give consent to sexual contact. Coercion refers to intimidation that would compel an individual to do something against his or her will by the use of psychological pressure, physical force, or threats of severely damaging consequences. Coercion is more than an effort to persuade or attract another person to engage in sexual activity. Coercive behavior differs from seductive behavior based on the degree and type of pressure someone used to obtain consent from another.
- e. A person who is incapacitated cannot give valid consent to sexual contact. Incapacitation means the inability to understand the fact, nature, or extent of the sexual situation. Incapacitation may result from mental or physical disability, sleep, unconsciousness, involuntary physical restraint, or from the influence of drugs or alcohol.

With respect to incapacitation due to the influence of drugs or alcohol, incapacitation requires more than being under the influence of drugs or alcohol; a person is not incapacitated simply because he or she has been drinking or using

drugs.

Where drugs and/or alcohol are involved, incapacitation is determined based on the facts and circumstances of the particular situation looking at: (1) whether the individual was able to understand the fact, nature, or extent of the sexual situation, (2) whether the individual was able to communicate decisions regarding consent, nonconsent, or the withdrawal of consent, and (3) whether such condition was known or reasonably known to the respondent or a sober, reasonable person in respondent's position. Use of drugs or alcohol by the respondent is not a defense against allegations of sexual misconduct and does not diminish personal accountability or criminal liability.

- f. A person who has not reached the legal age of consent cannot give consent. The legal age of consent may vary depending on the circumstances and the applicable state law. In Minnesota, the age of consent is 16.
- g. Where there is otherwise credible evidence to support a finding of nonconsent, corroborating testimony is not required.

5. **Sexual harassment**, a form of discrimination based on sex, is defined in part as follows:

- a. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual or gender-based nature when:
 - i. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational experience; or submission or rejection of such conduct by an individual is used as the basis of employment decisions or academic or education-related decisions affecting such individual (**Quid Pro Quo Sexual Harassment**); or
 - ii. such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work or educational experience or creating an intimidating, hostile, or offensive working, residential, or educational environment. (**Hostile Environment Sexual Harassment**).
- b. **Examples of Sexual Harassment.** The determination of what constitutes sexual harassment depends upon the specific facts of each situation in the context in which the conduct occurs. Sexual harassment may take many forms. It may be subtle and indirect, or blatant and overt. It may be conduct affecting an individual of the opposite sex or conduct affecting an individual of the same sex. It may occur between peers or between individuals in a hierarchical relationship. If it meets the conditions set forth in the above definition, conduct such as the following may be considered sexual harassment:
 - i. **Non-verbal harassment** may include suggestive or insulting sounds, leering, whistling, obscene gestures, and visual displays;
 - ii. **Verbal harassment** may include statements (written or spoken) drawing upon sexual innuendo, suggestive comments, insults, humor or jokes

emphasizing gender-specific traits or clothing, sexual propositions (including repeated unwelcome invitations to social engagements), or sexual threats;

- iii. **Physical harassment** may include unwanted touching, pinching, patting, hugging, or brushing of one's body. In its most extreme form, physical sexual harassment includes sexual assault.
- iv. **Gender-based harassment** may include non-verbal, verbal or physical harassment directed at an individual or a group of individuals solely on the basis of gender, whether or not such conduct is sexual in nature. It also may include harassment based on stereotypical notions of what is female/feminine and male/masculine or a failure to conform to those gender stereotypes.
- v. In some cases, **consensual romantic or sexual relationships** may form the basis for a claim of sexual harassment. These relationships are particularly complex when there is a power imbalance between the individuals involved in the relationship. Such relationships may also affect other members of the campus community adversely and give rise to conflict of interest concerns when there is real or perceived favorable treatment or an unacceptable work environment. Refer to the policies on **Consensual Romantic or Sexual Relationships** for further information at <http://www.csbsju.edu/human-rights/consensual-romantic-or-sexual-relationships>.

6. **Dating Violence.** Dating Violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the statement of the individual alleging the dating violence and a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) 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.

7. **Domestic Violence.** Domestic Violence is 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 a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Minnesota, or by any other person against an adult or youth victim who is protected from that person's acts under domestic or family violence laws. In addition to the relationships described above, Minnesota law defines domestic violence to include violence committed between parents and children, blood relatives, persons who are presently residing together or who have resided together in the past, persons involved in a significant romantic relationship, and a man and woman, if the woman is pregnant and the man is alleged to be the father. While not exhaustive, the following are examples of conduct that can constitute domestic violence: physical harm, bodily injury or assault; the infliction of fear of imminent physical harm, bodily injury, or assault; terroristic threats; criminal sexual conduct; or interference with an emergency call.

8. **Stalking.** Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress. For purposes of this definition, "**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. Stalking can be a form of sexual harassment. Stalking behavior includes, but is not limited to:

- a. Repeated, unwanted, intrusive, and frightening communications by phone, mail, text, email, and/or social media;
- b. Repeatedly leaving or sending victim unwanted items, presents, or flowers;
- c. Following or laying-in-wait for the victim at places such as home, school, work, or recreation place;
- d. Making direct or indirect threats to harm the victim, the victim's children, relatives, friends, or pets;
- e. Damaging or threatening to damage the victim's property;
- f. Posting personal information or spreading rumors about the victim on the internet, in a public place, or by word of mouth;
- g. Unreasonably obtaining personal information about the victim.

As defined by Minnesota law, stalking means "to engage in conduct which the actor knows or has reason to know would cause the victim under the circumstances to feel frightened, threatened, oppressed, persecuted, or intimidated, and causes this reaction on the part of the victim regardless of the relationship between the actor and victim."

D. Other Important Terms.

1. **Associate** refers to any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John's Abbey and Saint Benedict's Monastery.
2. **Campus** refers to the entire physical grounds of CSB and SJU.
3. **Campus authorities** refer to the Department of Security at the College of Saint Benedict, Life Safety Services at Saint John's University, and/or the Dean(s) of Students, or Lead or Deputy Title IX Coordinators.
4. **Community** and **institutions** refer to CSB and SJU and in the case of community, all of their students, faculty and staff, and associates.
5. **Complainant** means a person alleged to have been subjected to a Policy violation, but need not be the person who initiates the complaint.
6. **Complaint** refers to an alleged Policy violation that initiates a complaint process as set forth in the Procedures.
7. **Complaint process** refers to the process used to investigate and adjudicate complaints made under the Procedures, from initiation of complaint through determination and appeal, if any.
8. **Faculty** refers to a person employed by CSB or SJU in a faculty appointment.

9. **Policy** refers to the Sexual Misconduct Policy for the College of Saint Benedict and Saint John's University.
10. **Procedures** refer to the [Sexual Misconduct Complaint Procedures](http://www.csbsju.edu/sexualmisconductprocedure) for the College of Saint Benedict and Saint John's University. The procedures can be found at www.csbsju.edu/sexualmisconductprocedure.
11. **Report** refers to the providing of any information to the institution(s) regarding conduct that may violate the Policy.
12. **Respondent** refers to a person alleged to have violated the Policy.
13. **Sanctions for students:** The purpose of sanctions will be to ensure the health and safety of our campus communities by preventing the recurrence of problematic behavior and addressing its effects including the effects of the violation on the complainant. In determining sanctions, the Deans of Students (or their designees) may consider a variety of factors, including but not limited to, the type and severity of misconduct, the weight of the evidence, and the respondent's complete disciplinary record. Possible sanctions can include any one or more of the following:
 - i. **Expulsion:** the permanent disenrollment of the student from the institution.
 - ii. **Suspension:** the disenrollment of a student for a specific period of time. Students who are suspended from the institution(s) generally may not be present on the premises of the College of Saint Benedict or Saint John's University for the period of the suspension or leave and may be subject to other conditions as well. Suspension is also an interim measure that may be taken while an investigation is being conducted.
 - iii. **Other sanctions include:** disciplinary probation, no contact or limited contact directive, required assessment and/or counseling, required attendance at educational programs, restitution, community service hours, restriction of privileges, administrative referrals, behavioral contracts, reflection paper, and/or written warning.
14. **Sanctions for faculty and staff:** The purpose of sanctions will be to ensure the health and safety of our campus communities by preventing the recurrence of problematic behavior and addressing its effects including the effects of the violation on the complainant. In determining sanctions, the Human Resources Director and appropriate administrator (or designees) may consider a variety of factors, including but not limited to, the type and severity of misconduct, the weight of the evidence, and the respondent's employment/disciplinary record. Further information on Sanctions for faculty and staff is covered in Section VIII.B. of this policy.

Suspension is a sanction that may be used for faculty or staff. It is also an interim measure that may be taken while an investigation is being conducted.

Suspension as an interim measure for faculty and staff:

i. For a faculty member, suspension as an interim measure refers to a temporary suspension of work duties and will be implemented in accordance with Section 2.13.6.4 of the Faculty Handbook. In accord with 2.13.6.4, and pending the results of the investigation, the faculty member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to the college [university], to its students, or to other individual members of the college [university] community is threatened by continuance. Before implementing 2.13.6.4, the president will consult with the Provost as to the length, and the other conditions of the suspension. Salary and benefits will continue during the period of the suspension.

ii. For a staff member, suspension as an interim measure is termed an Involuntary Leave of Absence and refers to a temporary suspension of work duties when the staff member is the subject of an investigation or when the staff member's presence poses an immediate threat of harm within the institution. This interim measure will be implemented in accordance with the Involuntary Leave of Absence section of the appropriate Administrative and Support Staff Handbook. Before imposing the involuntary leave, the employee's supervisor will consult with the Human Resources department and the appropriate Vice President as to the length, and the other conditions of the suspension. Salary and benefits will continue during the period of the suspension.

Suspension as a sanction for faculty and staff:

i. For a faculty member, suspension as a sanction will be implemented in accord with section 2.13.6.3 of the Faculty Handbook. Again, the president will consult with the Provost as to the length, and the other conditions of the suspension.

ii. For a staff member, suspension as a sanction will be implemented in accord with the Disciplinary Action section of the Administrative and Support Staff Handbook. Before imposing the suspension as a sanction, the employee's supervisor will consult with the Human Resources department and the appropriate Vice President as to the length, and the other conditions of the suspension.

iii. In accordance with the applicable handbook, members of Saint Benedict's Monastery and Saint John's Abbey serving in faculty or staff appointments for the College or University are subject to the above provisions, as well as to applicable Bylaws of the respective Orders

15. **Staff** refers to a person employed by CSB or SJU in an administrative or support staff appointment.

16. **Student** refers to any person enrolled in CSB or SJU, undergraduate or graduate.

17. **Supervisor** refers to administrators, department chairs, faculty, residence directors, faculty residents, residence assistants, staff persons, and others who have the responsibility for faculty, staff, or students' terms and/or conditions of employment, educational and academic opportunities, and living situations.
18. **Title IX Coordinators** are officials of CSB and SJU who have been appointed by their respective institutions to address issues of gender-based discrimination and/or sexual misconduct, including overseeing Title IX complaints, identifying and addressing any patterns or systemic problems that arise during the review of such complaints, and assisting in answering any questions related to the Policy and Procedures. The Title IX Coordinators for each institution who have responsibility for sexual misconduct complaints are listed in the contact information at the end of this Policy and at the end of the Sexual Misconduct Complaint Procedures. See the **Sexual Misconduct Complaint Procedures, Part I – Responsibility** (www.csbsju.edu/sexualmisconductprocedure).

II. THE LAW

Sexual harassment, sexual assault, and other forms of sexual misconduct are forms of sex discrimination. Not only are they prohibited by this Policy and the Policy on Human Rights, but they are also prohibited by various laws, including **Title IX of the Educational Amendments of 1972** (<https://www.justice.gov/crt/title-ix-education-amendments-1972>) and the **Minnesota Human Rights Act** (<http://mn.gov/mdhr/yourrights/mhra.html>). The College of Saint Benedict and Saint John's University are guided in their resolution of sexual misconduct allegations by their mission and values, as well as by law.

In addition, some forms of sexual misconduct are crimes. The College of Saint Benedict and St. John's University strongly encourage individuals who have experienced sexual violence (i.e., sexual assault, dating or domestic violence, stalking) to notify law enforcement. The institutions will promptly assist an individual who reports having experienced an incident of sexual violence with making a report to law enforcement. The institutions do not report incidents of sexual violence to law enforcement without the consent of the complainant unless the incident involves a minor or presents a serious risk to the health and safety of individuals or the campus community.

Victims of crimes in Minnesota also have certain rights. The following is a summary of crime victims' rights under Minnesota law.

When a crime is reported to law enforcement, victims have the right to:

- Request that their identity be kept private in reports available to the public;
- Be notified of crime victim rights and information on the nearest crime victim assistance program or resource;
- Apply for financial assistance for non-property losses related to a crime;
- Participate in prosecution of the case, including the right to be informed of a prosecutor's decision to decline prosecution or dismiss their case;
- Protection from harm, including information about seeking a protective or harassment order at no cost;

- Protection against employer retaliation for taking time off to attend protection or harassment restraining order proceedings; and
- Assistance from the Crime Victims Reparations Board and the Commissioner of Public Safety.

Victims of domestic abuse also have the right to terminate a lease without penalty. Victims of sexual assault have the right to undergo a confidential sexual assault examination at no cost, make a confidential request for HIV testing of a convicted felon, and are not required to undergo a polygraph examination in order for an investigation or prosecution to proceed. In cases of domestic abuse and violent crime where an arrest has been made, victims also have the right to be provided notice of the release of the offender, including information on the release conditions and supervising agency.

Complete information about crime victims' rights can be found at:

<https://dps.mn.gov/divisions/ojp/help-for-crime-victims/Pages/crime-victims-rights.aspx>.

Information about victims' rights is also available from the Dean(s) of Students or Deputy Title IX Coordinator(s) or from the Minnesota Department of Public Safety, Office of Justice Programs.

III. REPORTING SEXUAL MISCONDUCT

Because of the significant interaction between students and employees of CSB and SJU, the institutions have determined that reports of sexual misconduct at one institution shall be shared with the other institution so that each institution can take appropriate measures.

A. Reports of Sexual Misconduct to CSB and/or SJU

1. **Complainants.** Any community member who believes that he or she has experienced sexual misconduct in violation of this Policy is strongly encouraged to report the alleged violation to a Title IX Coordinator, the CSB Department of Security, or SJU Life Safety Services as soon as possible. (See contact information below.) CSB and SJU understand that it can be difficult for victims of sexual misconduct to come forward. Victims of sexual misconduct are NOT to blame for what has occurred.

The purpose of reporting allegations of sexual misconduct is so that CSB and SJU can investigate and respond appropriately. This includes providing support to the complainant and taking other actions as necessary to stop sexual misconduct, prevent its recurrence, and address its effects.

An individual who is not prepared to make a report, but who still seeks information and support, is encouraged to contact a confidential resource. Confidential resources include medical and mental health professionals at CSB and SJU, including designated staff members in **Counseling and Health Promotion and CSB Health Services**, ordained clergy (when bound by the seal of sacramental confession), the Central MN Sexual Assault Center (320-251-4357), and the Employee Assistance Program (Vital WorkLife at 800-383-1908). Conversations with confidential resources are privileged, meaning that legally they cannot be disclosed to another without the reporter's consent, except in certain limited circumstances such as allegations involving the physical or sexual abuse of a person under 18 or an immediate and serious threat to any person or property. Confidential resources may submit non-identifying information about violations of the

Policy to CSB Security and/or SJU Life Safety Services for purposes of anonymous statistical reporting under federal and state law. See **Section VI** below for additional information on confidentiality.

An individual who reports an incident of sexual assault to CSB or SJU, at his or her request, shall be provided access to the report as it was reported to the institution(s) consistent with state and federal laws governing privacy of education records. Such requests should be made to CSB or SJU Dean of Students Office or Human Resources as appropriate.

2. All Community Members. All community members who have observed others experiencing what they believe to be an incident of sexual misconduct or who have received a report of sexual misconduct are expected to report this information to a Title IX Coordinator, the CSB Security, or SJU Life Safety Services at once. Similarly, any community member who receives a report of sexual misconduct (with the exception of those listed as confidential resources) is also expected to report this information to a Title IX Coordinator, CSB Security, or SJU Life Safety Services at once.

3. Supervisors. Institutional supervisors (**See Section I, Definitions**) have the further responsibility to use their best efforts to assure that sexual misconduct does not occur and that sexual misconduct is reported if it does occur. When a supervisor receives a report of, or otherwise identifies a problem as being one involving a potential claim of sexual misconduct in violation of this Policy, the supervisor shall report the alleged incident to a Title IX Coordinator.

4. Anonymous Reporting. The institutions will accept anonymous reports to a Title IX Coordinator, the CSB Department of Security, or SJU Life Safety Services of conduct alleged to violate this Policy. Anonymous reports can also be made online at www.csbsju.edu/report-sexual-misconduct. The individual making the report is encouraged to provide as much detail as possible to allow the institution(s) to investigate and respond as required by this Policy. The institution(s) may be limited in their ability to effectively investigate and respond to an anonymous report.

5. Confidentiality of Reports. When a Title IX Coordinator, the CSB Security, SJU Life Safety Services, or a Supervisor receives a report of sexual misconduct, they cannot guarantee complete confidentiality because they may have a legal obligation to respond to the report. See **Part VI – Confidentiality** below for further information on steps CSB and SJU will take to protect confidentiality when reports are made and about confidential resources available to faculty, staff, and students who want to discuss an incident confidentially.

6. Response of CSB and SJU to Reports. Reporting a sexual assault or sexual misconduct incident to campus security, a Title IX Coordinator, or law enforcement authorities does not require the complainant to initiate or participate in the complaint process. When CSB or SJU receives a report of sexual misconduct, the institutions have a legal obligation to respond in a timely and appropriate manner. The response of the institution(s) will vary depending on the circumstances, including the seriousness of the alleged offense, the facts reported, and the complainant's preferences on responsive actions. A reporting party's preferences cannot be followed in every circumstance, but the institution(s) will consider and will take reasonable steps to accommodate the

reporting party's preferences to the extent possible consistent with the legal obligations of the institutions. However, based on information gathered, one or both institutions may determine that the institution(s) have a responsibility to move forward with the complaint process (even without the complainant's participation). See **Part VI – Confidentiality** below for additional information. In accordance with the **Sexual Misconduct Complaint Procedures** (www.csbsju.edu/sexualmisconductprocedure), CSB and/or SJU will respond to all reports of sexual misconduct received.

7. Support Resources and Accommodations. CSB and SJU will seek to support any person adversely impacted by sexual misconduct that violates this Policy. Support services that may be available include, but are not limited to:

- a. connecting the individual with appropriate, fair, and respectful on-campus and off-campus counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and support services.
- b. making changes to academic, living, transportation, and/or working arrangements,
- c. assistance in filing a criminal complaint, and
- d. providing information about restraining orders and other available protections and services.

Individuals may request such accommodations and protective measures by contacting any official listed in the contact information section.

An individual does not need to report sexual misconduct to law enforcement in order to receive support services from CSB or SJU. CSB and SJU will strive to maintain as confidential any accommodations or protective measures provided to the victim, to the extent that maintaining such confidentiality will not impair the ability of the institutions to provide the accommodations or protective measures.

Additional information regarding resources for immediate and ongoing assistance available to victims of sexual misconduct, and what to do if you have been sexually assaulted, is available on the institutions' website:

<http://www.csbsju.edu/human-rights/sexual-misconduct/resources>

<http://www.csbsju.edu/human-rights/sexual-misconduct>

<http://www.csbsju.edu/chp/sexual-assault-survivors-guide>

8. Waiver of Drug, Alcohol and Open House Policy Violations. CSB and SJU strongly encourage students to report instances of sexual misconduct. Therefore, any student who makes a good faith report about sexual misconduct and/or who participates in an investigation into allegations of a violation of the Policy will not be disciplined by CSB or SJU for any violation of the institutions' drug, alcohol, or open house policies in which they might have engaged in connection with the reported incident.

B. Reports of Criminal Sexual Misconduct to Law Enforcement

Members of the community who believe they have been subject to criminal sexual misconduct (or who believe that another crime has occurred) are strongly encouraged to notify Campus Security at CSB or Life Safety Services at SJU and/or local law enforcement

authorities immediately so that the alleged perpetrator can be apprehended if still in the area and so that law enforcement is able to gather evidence. Time is a critical factor for evidence collection and preservation. Victims should be aware of the importance of preserving evidence, which may be necessary to the proof of criminal sexual assault, domestic violence, dating violence, or stalking, or to obtain an order of protection. CSB Campus Security Office and SJU Life Safety Services are available to assist an individual who wants to make a report to law enforcement. In addition, the CSB Campus Security Office, SJU Life Safety Services, or local law enforcement can ensure that the individual has access to appropriate medical treatment and tests, crisis counseling, information, and other support services.

Reporting an incident of sexual misconduct to law enforcement is not necessary for the institutions to proceed with a complaint process under this Policy.

Members of the community who are aware of criminal sexual misconduct involving a minor must make reports as required by the Joint Policy on Reporting Suspected Child Abuse: <http://www.csbsju.edu/human-rights/child-protection/reporting-suspected-child-abuse>.

IV. FAIR AND EQUITABLE TREATMENT OF THE PARTIES

A. CSB and SJU recognize that community support for both the complainant and the respondent is essential to a fair and just response to a sexual misconduct report. Therefore, CSB and SJU strive to provide parties involved in a sexual misconduct incident the following:

1. Privacy and treatment of sensitive information in a confidential manner, to the extent possible;
2. Treatment with dignity and nonjudgmental assistance and, with regard to complainants, treatment that does not suggest that he or she is at fault for sexual assault or that he or she should have done something differently to avoid becoming a victim;
3. Meaningful support from CSB and SJU departments and individuals, as appropriate (i.e., counseling, campus ministry, residential life, dean of students, department chairs, etc.);
4. Prompt, fair, and impartial investigation and resolution of a sexual misconduct report;
5. An explanation of the complaint procedures for sexual misconduct complaints;
6. An explanation of the allegations made against a party under this Policy;
7. The ability to participate or not participate in a complaint process regarding a sexual misconduct incident and an explanation of consequences if a party chooses not to participate;
8. Information about the identity of witnesses who have been interviewed during the investigation;
9. The opportunity to speak on his or her own behalf during the complaint process;

10. An advisor during the complaint process as outlined in Part V.-1 of the Sexual Misconduct Complaint Procedures – Right to an Advisor
<http://www.csbsju.edu/sexualmisconductprocedure>;
11. A complaint process conducted by officials, selected in accordance with the Sexual Misconduct Complaint Procedures (www.csbsju.edu/sexualmisconductprocedure), who do not have a conflict of interest for or against a complainant or respondent;
12. Privacy during the complaint process regarding his or her irrelevant past sexual/relationship history;
13. Timely written notification about the outcome of any complaint process, to the extent allowed by law;
14. The opportunity to appeal the outcome of a complaint process under certain conditions.

B. In addition, a complainant who alleges sexual assault, domestic violence, dating violence, or stalking has the following rights:

1. The right to be informed by the institutions of options to notify proper law enforcement authorities, including on-campus and local police, of a sexual assault incident, or to decline to notify such authorities;
2. The right to the prompt assistance of campus authorities, at the request of the complainant, in notifying the appropriate law enforcement officials and CSB and/or SJU officials of a sexual assault incident;
3. The right to the complete and prompt assistance of campus authorities, at the complainant's request, in filing criminal charges with local law enforcement officials in sexual assault cases;
4. The right to the prompt assistance of campus authorities, at the direction of law enforcement authorities, in obtaining, securing, and maintaining evidence in connection with a sexual assault incident;
5. The right to assistance of campus authorities in preserving materials relevant to a campus complaint process for a sexual assault complainant;
6. The right to the assistance of campus personnel (during and after the complaint process) in shielding the complainant, at his or her request, from unwanted contact with the respondent, including but not limited to a campus issued no-contact order, transfer to alternative classes or to alternative college-owned housing, if alternative classes or housing are available and feasible, change in work location or schedule, or reassignment, if available and feasible; and to receive assistance with academic issues.
7. The right to assistance from the Crime Victim Reparations Board and the Commissioner of Public Safety.
8. For students who choose to transfer to another post-secondary institution, the right to receive information, upon request, about resources for victims of sexual assault at the institution to which the victim is transferring.

V. COMPLAINT PROCEDURE

A victim of sexual assault or other crime that violates this Policy has the option to pursue a criminal complaint with the appropriate law enforcement agency, to pursue a complaint through CSB and/or SJU through appropriate Procedures, or to pursue both processes simultaneously. Regardless of the option chosen, CSB and/or SJU will respond to reports made to Campus Authorities or a Supervisor in accordance with the Sexual Misconduct Complaint Procedures (www.csbsju.edu/sexualmisconductprocedure).

When a complaint involves allegations of sexual misconduct, the complaint will be processed according to the **Sexual Misconduct Complaint Procedures** www.csbsju.edu/sexualmisconductprocedure. Allegations of retaliation, violations of interim measures, or violation of sanctions should be reported to the CSB or SJU Dean of Students, CSB Security or SJU Life Safety.

CSB and SJU strive to treat all who are involved in an internal complaint process in a fair and equitable manner.

VI. CONFIDENTIALITY AND REQUEST FOR NO ACTION

Members of the community who are aware of criminal sexual misconduct involving a minor must make reports as required by the Joint Policy on Reporting Sexual Child Abuse.

<http://www.csbsju.edu/human-rights/child-protection/reporting-suspected-child-abuse>

Because of the sensitive nature of sexual misconduct complaints, the need to protect the privacy of the parties, and the interest in resolving complaints as quickly and effectively as possible, the institutions strive to protect the confidentiality interests of all parties involved in a sexual misconduct reporting and complaint process.

Notwithstanding the preceding paragraph, CSB and SJU have an obligation to respond to reports and complaints under this Policy in accordance with the process outlined in the Sexual Misconduct Complaint Procedures (www.csbsju.edu/sexualmisconductprocedure) and to take reasonable steps to prevent ongoing harassment, discrimination, sexual misconduct and related retaliation, so strict confidentiality cannot be guaranteed when a person makes a report or complaint to Campus Authorities, including the Human Rights Officer(s) or a Title IX Coordinator, or to a person considered a “Supervisor” under this Policy.

Individuals wishing to discuss an incident confidentially should speak to a confidential resource. In general, the law recognizes and protects the confidentiality of communications between a person seeking care and a medical or mental health professional. The medical and mental health professionals at CSB and SJU, including those designated staff within **Counseling and Health Promotion**, ordained clergy (when bound by the seal of sacramental confession), and representatives of the Employee Assistance Program, advocates at the **Central Minnesota Sexual Assault Center**, and care providers at the **St. Cloud Hospital** respect and protect confidential communications from students, faculty, and staff to the extent they are legally able to do so. Conversations with confidential resources are privileged, meaning that legally they cannot be disclosed to another without the reporter’s consent, except in certain limited circumstances. Any of these professionals

may have to breach a confidence, however, when he or she perceives an immediate and serious threat to any person or property. In addition, medical and mental health professionals are required by law to report any allegation of sexual or other abuse of a person under 18. For purposes of anonymous statistical reporting under federal and state law, confidential resources may submit information about violations of the Policy to CSB Security and/or SJU Life Safety Services, which does not personally identify any of the parties.

If a complainant or reporting party asks the Human Rights Officer, a Title IX Coordinator, or another Supervisor that his or her name or other identifiable information not be revealed or that the institution(s) take no action, CSB and/or SJU will evaluate the request in the context of their responsibility to provide a safe and nondiscriminatory environment for all students, faculty and staff. In some cases, a confidentiality request may hinder the investigation. Thus, CSB and/or SJU will weigh the request for confidentiality or for no action to be taken against the following factors: the ability to conduct an investigation without revealing identifiable information, the seriousness of the alleged conduct, whether there has been other discrimination, harassment, sexual misconduct, or retaliation complaints about the same individual, and the extent of any threat to the CSB and/or SJU community. While CSB and SJU cannot guarantee confidentiality, the institutions will strive to accommodate the complainant's or reporting party's requests to the extent possible consistent with the legal obligations of CSB and/or SJU to respond effectively to reports and complaints.

In addition, the requirement of confidentiality will not be interpreted as unduly limiting the ability of either party to a formal complaint to know the substance of the allegations being made against him or her and to have an opportunity to respond. Furthermore, the requirement of confidentiality will not be interpreted as unduly limiting the institutions' responsibility to investigate and take corrective action in response to sexual misconduct complaints. Information regarding sexual misconduct incidents occurring on campus may be released to the campus community to allow members of the community to make informed decisions regarding safety and take appropriate preventive measures. The name of the complainant and other personally identifiable information will not be released in any such warning to the campus community.

Anyone with concerns about confidentiality issues is encouraged to speak with a Title IX Coordinator.

VII. RETALIATION

CSB and SJU strictly prohibit retaliation against any person who complains in good faith of a Sexual Misconduct Policy violation. In addition, CSB and SJU strictly prohibit retaliation against any person(s) because of their good faith involvement in an investigation or determination as part of the complaint process. Encouraging others to retaliate also violates this Policy.

Retaliation is any materially adverse action, or threat thereof, against an individual because of the individual's good faith report or complaint of a potential Policy violation or their good faith participation in an investigation or adjudication. Retaliatory acts may include, but are not limited to: adverse changes in employment status or opportunities; adverse academic action; adverse changes to academic, educational and extra-curricular opportunities; harassment; intimidation; acts or comments intended to embarrass the individual; and seeking out or attempting to discover the parties and witnesses involved in a report or complaint process for the purpose of influencing their participation or testimony or taking adverse action against them. Retaliatory conduct by community members and

third-parties is prohibited regardless of whether it occurs on or off campus, in person, or through social media, e-mail, or other form of communication.

CSB and SJU cannot stop retaliation unless they know about it. Allegations should be reported to a campus authority immediately. Reports of retaliation will be addressed in accordance with the process outlined in the [Sexual Misconduct Complaint Procedures](http://www.csbsju.edu/sexualmisconductprocedure) (www.csbsju.edu/sexualmisconductprocedure).

VIII. SANCTIONS

Upon a finding that a violation of the Policy has occurred, disciplinary action may be imposed pursuant to the procedures set forth in the [Sexual Misconduct Complaint Procedures](http://www.csbsju.edu/sexualmisconductprocedure) (www.csbsju.edu/sexualmisconductprocedure) and applicable Faculty/Staff/Student Handbooks. Likewise, a malicious false report will lead to disciplinary action, up to and including termination of employment and suspension or expulsion from the academic community. Sanctions will be issued in accordance with the appropriate handbook policy or procedure.

- A. Sanctions for students:** The purpose of sanctions will be to ensure the health and safety of our campus communities by preventing the recurrence of problematic behavior and addressing its effects including the effects of the violation on the complainant. In determining sanctions, the Deans of Students (or their designees) may consider a variety of factors, including but not limited to, the type and severity of misconduct, the weight of the evidence, and the respondent's complete disciplinary record. Possible sanctions can include any one or more of the following:
- i. **Expulsion:** the permanent disenrollment of the student from the institution.
 - ii. **Suspension:** the disenrollment of a student for a specific period of time. Students who are suspended from the institution(s) generally may not be present on the premises of the College of Saint Benedict or Saint John's University for the period of the suspension or leave and may be subject to other conditions as well. Suspension is also an interim measure that may be taken while an investigation is being conducted.
 - iii. **Other sanctions include:** disciplinary probation, no contact or limited contact directive, required assessment and/or counseling, required attendance at educational programs, restitution, community service hours, restriction of privileges, administrative referrals, behavioral contracts, reflection paper, and/or written warning.

B. Sanctions for Faculty and Staff: The purpose of sanctions will be to ensure the health and safety of our campus communities by preventing the recurrence of problematic behavior and addressing its effects including the effects of the violation on the complainant. In determining sanctions, the Human Resources Director and appropriate administrator (or designees) may consider a variety of factors, including but not limited to, the type and severity of misconduct, the weight of the evidence, and the respondent's employment/disciplinary record.

For a faculty member, sanctions will be implemented in accord with Section 2.13.6 of the Faculty Handbook on Discipline and/or Dismissal for Cause. Before taking action, the president will consult with the Provost as to the level of sanction to be imposed.

For a staff member, sanctions will be implemented in accord with the Disciplinary Action section of the Administrative and Support Staff Handbook. Before taking action, the employee's supervisor will consult with the Human Resources department and the appropriate Vice President as to the level of sanction to be imposed.

Suspension as a sanction for faculty and staff: Suspension is a sanction that may be used for faculty or staff. It is also an interim measure that may be taken while an investigation is being conducted.

i. For a faculty member, suspension as an interim measure refers to a temporary suspension of work duties and will be implemented in accordance with Section 2.13.6.4 of the Faculty Handbook. In accord with 2.13.6.4, and pending the results of the investigation, the faculty member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to the college [university], to its students, or to other individual members of the college [university] community is threatened by continuance. Before implementing 2.13.6.4, the president will consult with the Provost as to the length, and the other conditions of the suspension. Salary and benefits will continue during the period of the suspension.

For a faculty member, suspension as a sanction will be implemented in accord with section 2.13.6.3 of the Faculty Handbook. Again, the president will consult with the Provost as to the length, and the other conditions of the suspension.

ii. For a staff member, suspension as an interim measure is termed an Involuntary Leave of Absence and refers to a temporary suspension of work duties when the staff member is the subject of an investigation or when the staff member's presence poses an immediate threat of harm within the institution. This interim measure will be implemented in accordance with the Involuntary Leave of Absence section of the appropriate Administrative and Support Staff Handbook. Before imposing the involuntary leave, the employee's supervisor will consult with the Human Resources department and the appropriate Vice President as to the length, and the other conditions of the suspension. Salary and benefits will continue during the period of the suspension.

For a staff member, suspension as a sanction will be implemented in accord with the Disciplinary Action section of the Administrative and Support Staff Handbook.

Before imposing the suspension as a sanction, the employee's supervisor will consult with the Human Resources department and the appropriate Vice President as to the length, and the other conditions of the suspension.

IX. EXTERNAL COMPLAINTS

Nothing in the Policy or the Procedures is intended to interfere with the right of any individual to pursue other avenues of recourse which may include, but is not limited to, filing a complaint with the United States Department of Education's Office for Civil Rights (OCR). If you filed a complaint under the Policy and believe the institution(s)' response was inadequate, or you otherwise believe you have been discriminated against by the institution(s), you may file a complaint with the Office for Civil Rights (OCR) of the U.S. Department of Education based in Chicago or the Educational Opportunities Section (EOS) of the Civil Rights Division of the U.S. Department of Justice.

Web address: <http://www2.ed.gov/about/officies/list/ocr/index.html>

Mailing address: U.S. Department of Education Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Avenue, SW
Washington, DC 20202-1100

Telephone: 800-421-3481
FAX: 202-453-6012
TDD: 800-877-8339
Email: OCR@ed.gov

X. CONTACT INFORMATION

College of Saint Benedict	
Chief of Staff Lead Title IX Coordinator	Kathryn Enke, kenke@csbsju.edu , 320-363-5070
Vice President for Student Development Deputy Title IX Coordinator	Mary Geller, mgeller@csbsju.edu , 320-363-5601
Dean of Students Deputy Title IX Coordinator	Jody Terhaar, jterhaar@csbsju.edu , 320-363-5270
Associate HR Director Deputy Title IX Coordinator	Judy Bednar, jbednar@csbsju.edu , 320-363-5071
Security Director	Darren Swanson, dswanson@csbsju.edu , 320-363-5000
Saint John's University (including School of Theology)	
Chief of Staff Lead Title IX Coordinator	Patti Epsky, pepsky@csbsju.edu , 320-363-2246
Vice President for Student Development Deputy Title IX Coordinator	Doug Mullin, OSB, dmullin@csbsju.edu , 320-363-2737
Dean of Students Deputy Title IX Coordinator	Michael Connolly, mconnolly@csbsju.edu , 320-363-3171
Associate HR Director Deputy Title IX Coordinator	Judy Bednar, jbednar@csbsju.edu , 320-363-5071
Life Safety Services Director	Shawn Vierzba, svierzba@csbsju.edu , 320-363-2144
Interim Dean, School of Theology•Seminary Deputy Title IX Coordinator	Dale Launderville, OSB, dlaundervill@csbsju.edu 320-363-3389
Seminary Rector Deputy Title IX Coordinator	Michael Patella, mpatella@csbsju.edu , 320-363-2108

As changes are made in the persons holding these positions, current information will be available on the CSB/SJU **Title IX website** (<http://www.csbsju.edu/joint-student-development/title-ix>).

Policy revised July 2016

Approved by CSB– August 4, 2016

Approved by SJU– August 23, 2016

A. POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN AN ADMINISTRATOR OR SUPPORT STAFF MEMBER & STUDENTS

I. Purpose

Saint John’s University (SJU) and the College of Saint Benedict (CSB) are committed to maintaining a campus environment characterized by fair, professional and ethical behavior. The integrity of the educational mission of SJU and CSB are maintained by promoting appropriate standards of professional conduct among administrators and support staff (hereinafter referred to as —staff) in their dealings with students. In these relationships, staff are expected to avoid apparent or actual conflicts of interest, favoritism, bias or exploitation. When staff engage in a romantic or sexual relationship with a student, while he or she also has the authority to assign, evaluate, advise, reward or discipline a student, a professional responsibility is violated, even if the relationship appears to be consensual.

As the Joint Sexual Misconduct Policy of the University and College states, consensual sexual or romantic relationships may become the basis for a claim of sexual harassment or sexual misconduct. These relationships are particularly complex when there is a power imbalance between the individuals involved in the relationship, because a power imbalance heightens the potential for exploitation and can diminish the subordinate’s freedom of choice. This is especially true in relationships involving students because the respect and trust accorded a staff member by a student, as well as the power exercised by staff in an academic or evaluative role, makes voluntary consent by the student particularly suspect. A student may feel that the power imbalance makes it difficult for him or her to discontinue the relationship or to say no to a particular act. Such relationships may also affect other members of the campus community adversely. By placing a staff member in a position to favor or advance the interests of the student who is a party to the relationship, a perception may be created that obtaining favorable treatment is implicitly contingent on engaging in a consensual sexual or romantic relationship.

For these reasons, SJU and CSB strongly discourage staff from involvement in a consensual sexual or romantic relationship with a student for whom they have an employment or academic responsibility. Recognizing that despite this discouragement by the University or College, consenting adults may become involved in a consensual sexual or romantic relationship, it is important that steps be taken to mitigate the real and/or apparent conflict of interest and other issues that are created.

II. Policy Statement

It is the policy of SJU and CSB that staff involved in a romantic or sexual relationship with a student for whom the staff member has an employment or academic responsibility, must promptly report the relationship to his or her Department Manager. The Department Manager must, in turn, report the relationship to the Director of Human Resources. If the staff involved in the relationship is the Department Manager, he/she must report the relationship to the Director of Human Resources and his/her Vice President. Upon receiving notice, the Department Manager, or an appointee, if the Department Manager is the involved party, in consultation with the

Director of Human Resources, must make arrangements for an alternative evaluation mechanism and such other additional arrangements as are prudent under the circumstances, for both parties.

The staff member is obliged to fully cooperate with the Department Manager and Director of Human Resources in making these mitigating arrangements. Such arrangements made in response to the existence of a consensual romantic or sexual relationship will not be undertaken for the purpose of adversely affecting appointment status, pay, benefits or professional opportunities of the staff member, but the University and College reserve the right to make such changes if deemed necessary by the University or College. The arrangements will be undertaken with the intent of minimizing or avoiding, to the extent reasonably possible, adverse effects on the educational opportunities of the student.

Failure to promptly report the existence of a romantic or sexual relationship described above is a violation of this policy, and the staff member will be subject to disciplinary action as outlined in the Administrative and Support Staff Handbook.

In addition to this policy, staff members and students involved in a romantic and/or sexual relationship must fully comply with the Joint Sexual Misconduct Policy.

Students and staff who are involved in a consensual romantic or sexual relationships covered by this policy and who have concerns about a power differential or the effect of ending such a relationship are encouraged to consult with the Faculty/Staff Human Rights Officer or the Student Human Rights Officer.

A staff member who becomes involved in a consensual romantic or sexual relationship with a colleague should consult the **POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN ADMINISTRATORS AND SUPPORT STAFF AND FACULTY/STAFF COLLEAGUES (Appendix J, Part III.B)**.

III. Definitions

For purposes of this policy:

Romantic relationships include relationships in which amorous or romantic feelings exist with or without physical intimacy and which, when acted upon by the staff member exceed the reasonable boundaries of an educational, professional or supervisory relationship.

Sexual relationships include relationships involving intimate physical contact of a sexual nature.

Consensual means involving or based on mutual consent. Consent is defined in the Joint Sexual Misconduct Policy.

Academic responsibility for students includes any activity which results in academic or educational reward, opportunity, or penalty including: teaching, advising, coaching supervising work assignments and research projects, moderating an internship, supervising institutionally sponsored travel and making recommendations for University and/or College employment or awards.

Employment responsibility for a staff member includes any activity which results in employment related rewards or penalties including, but is not limited to, the following activities: conducting or contributing to performance appraisals, determining or contributing to the determination of a person's employment status, job description, salary, fringe benefits, institutional funding, distinguished service awards, or disciplinary action.

Student refers to any person enrolled in SJU or CSB, undergraduate or graduate.

Staff refers to a person employed by SJU or CSB in an administrative or support staff appointment.

Faculty refers to a person employed by SJU or CSB in a faculty appointment.

B. POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN ADMINISTRATORS AND SUPPORT STAFF & FACULTY/STAFF COLLEAGUES

I. Purpose

Saint John's University (SJU) and the College of Saint Benedict (CSB) are committed to maintaining a campus environment characterized by fair, professional and ethical behavior. To this end, administrators and support staff members (hereinafter referred to as —staff) are expected to avoid apparent or actual conflicts of interest, favoritism, bias or exploitation. Thus, it is in the interest of SJU and CSB to provide clear direction to staff about the risks associated with consensual sexual or romantic relationships with faculty/staff colleagues (hereinafter referred to as —colleagues).

As the Joint Sexual Misconduct Policy of the University and College states, consensual sexual or romantic relationships may become the basis for a claim of sexual harassment or sexual misconduct. These relationships are particularly complex when there is a power imbalance between the individuals involved in the relationship, because a power imbalance which heightens the potential for exploitation and can diminish the subordinate's freedom of choice. A colleague may feel that he or she is not free to discontinue the relationship or to say no to a particular act because of a power differential that exists among the colleagues.

Such relationships can also affect other members of the campus community adversely and give rise to conflict of interest concerns. A consensual romantic or sexual relationship may create a perception that the processes of evaluation, reward and discipline are unfairly biased and affected by favoritism. The relationship may also make the workplace uncomfortable for others.

II. Policy Statement

It is the policy of SJU and CSB that staff, currently or previously involved in a consensual sexual or romantic relationship with a colleague:

A. Disclose to his or her supervisor, or the Director of Human Resources, any consensual sexual or romantic relationship with a colleague who is subordinate to the staff member, under the direction of the staff member, or in the same department or unit as the staff member so that the University and/or College can help to guard against actual or perceived conflicts of interest and other potential adverse effects.

B. Excuse him or herself from any decision involving the employment status of the colleague, work related benefits of such colleague (to the extent the benefits are not generally available to other faculty or staff), and any other employment related decisions related to the colleague. If required to provide an evaluation of the colleague, the staff member should submit a letter to Human Resources noting the conflict of interest and the resultant inability to provide an evaluation. The Supervisor or Department Manager should consult with the Director of Human Resources to determine if any other arrangements are necessary to eliminate the conflict of interest. If the Supervisor or Department Manager has the conflict of interest, he or she must notify the Director of Human Resources and his/her Vice President and work with the Vice President to eliminate the conflict.

Any changes or arrangements made in response to the existence of a consensual romantic or sexual relationship will not be undertaken for the purpose of adversely affecting the appointment status, pay, benefits or professional opportunities of the staff or colleague, but the University and College reserve the right to make such changes if deemed necessary by the University or College.

The failure of a staff member to disclose a relationship described above or to excuse him or herself from the evaluation of or decision making process involving the employment status or work related benefits of the colleague is a violation of this policy, and the staff member will be subject to disciplinary action as outlined in Administrative and Support Staff Handbook.

In addition to this policy, staff members involved in a romantic and/or sexual relationship with a faculty/staff colleague must fully comply with the Joint Sexual Misconduct Policy.

Staff who are involved in a consensual relationship with a colleague and who have concerns about a power differential or the effect of ending such a relationship are encouraged to consult with the Faculty/Staff Human Rights Officer.

Staff who may become involved in a consensual sexual or romantic relationship with a student should consult the **POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN AN ADMINISTRATOR AND SUPPORT STAFF MEMBER & STUDENTS (Appendix J, Part III.A.)**. Faculty are required to disclose consensual sexual and romantic relationships with staff under certain circumstances (Appendix C of Part II of the Faculty Handbook). Staff members who have concerns about a relationship between a staff and faculty member may consult with the Director of Human Resources or the Faculty/Staff Human Rights Officer.

III. Definitions

For purposes of this policy:

Romantic relationships include relationships in which amorous or romantic feelings exist without physical intimacy and which, when acted upon by the staff member exceed the reasonable boundaries of an educational, professional or supervisory relationship.

Sexual relationships include relationships involving intimate physical contact of a sexual nature.

Consensual means involving or based on mutual consent. Consent is defined in the Joint Sexual Misconduct Policy.

Staff refers to a person employed by SJU or CSB in an administrative or support staff appointment and includes any and all employees other than faculty of the SJU and CSB.

Faculty refers to a person employed by SJU or CSB in a faculty appointment.

Updated September 2014

POLITICAL ACTIVITIES POLICY

Saint John's University (SJU) recognizes the educational and civic merits of political awareness among its employees. Saint John's University, as an academic institution, promotes free expression of political ideas. All employees and students are encouraged to express their political preference by voting for the candidate of their choice. However, as an institution with non-profit legal status, SJU is prohibited by federal law from endorsing candidates for elective office or political parties. An employee, like all other citizens, may engage in political activity provided the employee does not represent or imply that the employee is speaking or acting in the name of or on behalf of Saint John's University. If an employee engages in direct political activity which may conflict with the employee's ability to carry-out his or her job responsibilities, the employee must consult with his or her supervisor to assess whether a leave of absence or other adjustment to the job assignment is appropriate in the best interest of the employee and the university.

Saint John's University follows applicable federal and state law, as well as the guidelines of the American Council of Education (ACE) on political campaign-related activities of colleges and universities. University policies regarding political campaigning on campus are available at the following link: <http://csbsju.edu/sju-student-development/j-book-student-policies>
A complete copy of the ACE guidelines may be found at: <http://www.acenet.edu/news-room/Pages/Memo-Political-Campaign-Related-Activities-of-and-at-Colleges-and-Universities.aspx>.

December 2014

**JOINT POLICY ON REPORTING SUSPECTED CHILD ABUSE
FOR
THE COLLEGE OF SAINT BENEDICT AND SAINT JOHN’S UNIVERSITY**

I. PURPOSE, SCOPE, AND DEFINITION

A. Purpose. The purpose of this policy is to ensure the health, safety, and well-being of children. The College of Saint Benedict (CSB) and Saint John’s University (SJU) have **zero tolerance** for child abuse in any form.

B. Scope. This policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU are required to comply with the provisions of this policy, as determined by the College and University. The policy applies to the CSB and SJU campuses, all properties owned or leased by either CSB or SJU, and all off-campus sites at which students, faculty, or staff or other associated individuals of either institution participate in College or University sponsored activities, including study abroad programs.⁴

C. “Child.” For the purposes of this policy, a “child” is any minor, defined by law as an individual under the age of 18.

D. “Associate.” For purposes of this policy, an “associate” is any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John’s Abbey or Saint Benedict’s Monastery.

II. REQUIRED REPORTS OF MALTREATMENT OF CHILDREN (PHYSICAL ABUSE, SEXUAL ABUSE, OR NEGLECT)

A. ALL EMPLOYEES AND STUDENTS MUST REPORT SUSPECTED CHILD ABUSE TO CSB OR SJU.

CSB and SJU cannot stop child abuse unless its representatives are made aware of suspicions or allegations regarding it. Therefore, all CSB and SJU students, faculty, staff, and associates who suspect any physical or sexual abuse or neglect of a child on campus or in connection with any CSB and/or SJU event, program, or activity are required to immediately report the issue to at least one member of the **Child Protection Report Team**. (Contact information is listed below in the appendix to this policy.)

Child Protection Report Team
CSB/SJU Human Rights Officers
CSB/SJU Human Resources Director
CSB/SJU Provost
CSB and SJU Divisional Vice Presidents
CSB Security Director
SJU Life Safety Services Director
CSB/SJU Director, Experiential Learning & Community Engagement
CSB and SJU Deans of Students
Dean & Rector of SJU School of Theology

⁴ This policy is as comprehensive as possible, but it is not possible to foresee every situation. If you have questions, about this policy, you should speak with a Human Rights Officer or another member of the Child Protection Team.

Students, faculty, staff, and associates are required to make reports of suspected physical or sexual abuse or neglect to the Child Protection Report Team regardless of whether they witnessed the suspected abuse directly or whether the suspected abuse was reported to them by another. When any member of the Child Protection Report Team receives such a report, she or he shall promptly share the report with the other members of the Child Protection Report Team, and the President and Title IX Coordinator of each institution. CSB and/or SJU will investigate the incident and take immediate measures to protect the child or children of concern. In addition to reporting to a member of the Child Protection Report Team, all students, faculty, staff, and associates are encouraged (and some faculty, staff, students, and associates must – See Part II.B. below) report their concerns about possible child neglect or physical or sexual abuse to law enforcement authorities or to Stearns County Human Services. CSB and/or SJU will report the incident to law enforcement or a local child welfare agency in accordance with applicable law.

Students, faculty and staff who fail to make a required report in violation of this policy, will be subject to discipline, up to and including expulsion from school for students or termination of employment for faculty and staff. Discipline will be administered in accordance with the applicable student, faculty or staff handbook at their institution.

In addition to the reports of child abuse that are required by this policy, students, faculty, staff, and associates are strongly encouraged to report to a member of the Child Protection Report Team any verbal or other conduct by students, faculty, staff, or associates towards a child that may cause emotional harm to the child. CSB and SJU acknowledge that it may be difficult to define what types of verbal abuse or other conduct may harm a child. Questions about whether a report should be made may be directed to any member of a Child Protection Report Team. CSB and SJU are firmly committed to helping children and to providing a positive environment for children that is free of verbal or emotional abuse.

B. MANDATORY REPORTERS REQUIRED BY MINNESOTA LAW TO REPORT SUSPECTED CHILD ABUSE TO LAW ENFORCEMENT.

In addition to the internal reporting requirement specified in Part II.A., the Minnesota Child Abuse Reporting Act (Minnesota Statutes § 626.556 at <https://www.revisor.mn.gov/statutes/?id=626.556>) requires that the following employee groups (which may include students) also immediately report suspected child abuse (including physical abuse, sexual abuse, or neglect) to local law enforcement authorities:

- All Faculty
- Cabinet members
- All Student Development staff
- All Admission and Residential Life staff
- All coaches and assistant coaches
- Any employee who works with children
- Any employee who supervises students who work with children
- Any employee who works in the CSB Security or SJU Life Safety offices
- Any other professional in the field of education, healing arts, psychological or psychiatric treatment, social services, or law enforcement

⁵ Because of the significant interaction between students and employees of CSB and SJU, CSB and SJU have determined that reports of suspected child abuse at one institution shall be shared with members of the Child Protection Report Team and the President from the other institution so that each institution can take appropriate responsive measures.

Subd. 3. Persons mandated to report.

(a) A person who knows or has reason to believe a child is being neglected or physically or sexually abused, as defined in subdivision 2, or has been neglected or physically or sexually abused within the preceding three years, shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, or the county sheriff.

In all cases, the person is required to make an internal report to a member of the CSB/SJU Child Protection Report Team.

Legally-specified reporters must provide an immediate verbal report to law enforcement and within 72 hours must provide a written report. Individual criminal penalties may result from failure to make a required report. Contact information for making a report to law enforcement authorities is provided in the appendix to this policy.

CSB and SJU faculty and staff who travel to different parts of the country and world should know that different states and different countries have different laws with respect to reporting suspected abuse. Faculty and staff are responsible for inquiring into and knowing reporting requirements, as applicable.

CSB and SJU seek to support all employees who are required to make reports under state law. If you have questions about your duties as a mandatory reporter, you may seek assistance from the Human Rights Officer(s), the Human Resources Director, or your institution's Title IX Coordinator. CSB and SJU expect all employees to comply with applicable law in addition to reporting suspected abuse to CSB or SJU.

C. REPORTS OF CHILD PORNOGRAPHY REQUIRED.

Possession of Child Pornography is a crime for which CSB and SJU have zero tolerance. Any CSB or SJU student, faculty, or staff who suspects that a CSB or SJU student or employee is in possession of or accessing child pornography on the college or university campus, in connection with any CSB or SJU event, or by using college or university property including, but not limited to: computers, servers, phones, or other resources, must immediately report their concerns to a member of the Child Protection Report Team. A mandatory report to the police, the county sheriff, or the local child welfare agency is also required under Section II.B. in instances where the faculty or other staff member listed in II.B. knows the individual depicted in the pornography and knows that the individual is a minor.

D. NO RETALIATION.

CSB and SJU will not retaliate against any student, faculty or staff who makes a good faith report of suspected child abuse under this policy, and retaliation by any community member (student or employee) is strictly prohibited. Encouraging others to retaliate also violates this Policy. Any student, faculty or staff member who feels they have been retaliated against for making a report under this policy or for participating in an investigation should contact the Human Rights Officer(s), Dean(s) of Students, or the Human Resources Director. Students, faculty and staff who are found to have engaged in retaliation against another employee or student, in violation of this policy, will be subject to discipline, up to and including expulsion from school for students or termination of employment for faculty and staff, in accordance with the applicable student, faculty or staff handbook at their institution.

APPENDIX: CONTACT INFORMATION.

1. Legal Authorities

Stearns County Sheriff's Office	807 Courthouse Square, Rm S100, St. Cloud MN 56303 Phone: 320.259.3700
Stearns County Human Services	705 Courthouse Square, 2nd floor, St. Cloud MN 56303 Phone: 320.656.6000
St. Joseph Police	25 College Ave N, St. Joseph, MN 56374 320-363-8250

2. Child Protection Report Team

COLLEGE OF SAINT BENEDICT	
Faculty/Staff Human Rights Officer	Judy Bednar, jbednar@csbsju.edu, 320-363-5071
Student Human Rights Officer	Brandyn Woodard, blwoodard@csbsju.edu, (CSB: 320-363-5455) (SJU: 320-363-3799)
Human Resources Director	Carol Abell, cabell@csbsju.edu, 320-363-5511
Security Director	Darren Swanson, dswanson@csbsju.edu, 320-363-5000
ELCE Director	Angie Whitney, awhitney@csbsju.edu, 320-363-5117
Interim Provost	Richard Ice, rice@csbsju.edu, 320-363-5503
VP for Student Development	Mary Geller, mgeller@csbsju.edu, 320-363-5051
VP for Admission & Financial Aid	Calvin Mosley, cmosley@csbsju.edu, 320-363-3036
VP for Planning & Public Affairs	Jon McGee, jmcgee@csbsju.edu, 320-363-5287
VP for Finance & Administration	Susan Palmer, spalmer@csbsju.edu, 320-363-5298
VP for Institutional Advancement	Kathy Hansen, kghansen@csbsju.edu, 320-363-5220
Dean of Students	Jody Terhaar, jterhaar@csbsju.edu, 320-363-5270

SAINT JOHN'S UNIVERSITY	
Faculty/Staff Human Rights Officer	Judy Bednar, jbednar@csbsju.edu, 320-363-5071
Student Human Rights Officer	Brandyn Woodard, blwoodard@csbsju.edu, (CSB: 320-363-5455) (SJU: 320-363-3799)
Human Resources Director	Carol Abell, cabell@csbsju.edu, 320-363-5511
Life Safety Services Director	Shawn Vierzba, svierzba@csbsju.edu, 320-363-2144
ELCE Director	Angie Whitney, awhitney@csbsju.edu, 320-363-5117
Interim Provost	Richard Ice, rice@csbsju.edu, 320-363-5503
VP for Student Development	Doug Mullin, dmullin@csbsju.edu, 320-363-2737
VP for Admission & Financial Aid	Calvin Mosley, cmosley@csbsju.edu, 320-363-3036
VP for Planning & Public Affairs	Jon McGee, jmcgee@csbsju.edu, 320-363-5287
VP for Finance & Administration	Dick Adamson, radamson@csbsju.edu, 320-363-3164
VP for Institutional Advancement	Rob Culligan, rculligan@csbsju.edu, 320-363-3388
Dean of Students	Michael Connolly, mconnolly@csbsju.edu, 320-363-3171
Interim Dean of the SJU School of Theology	Dale Launderville, OSB, dlaundervill@csbsju.edu, 320-363-3182
Rector of the SJU School of Theology	Michael Patella, mpatella@csbsju.edu 320-363-2108

Approved by SJU Board of Trustees, September 28, 2012

Endorsed by CSB Board of Trustees and approved by President MaryAnn Baenninger, September 28, 2012, updated December 2014

**Joint Policy on the Presence of Children and Minors on Campus and Participating in
Campus Events and Activities**

**For
The College of Saint Benedict and Saint John’s University**

I. PURPOSE, SCOPE, AND DEFINITIONS

A. **Purpose.** The College of Saint Benedict (CSB) and Saint John’s University (SJU) welcome children to our campus community and in the greater community around us. The purpose of this policy is to promote the health, safety, and well-being of children on campus and children who participate in CSB and SJU events and to clarify CSB and SJU rules with respect to children and minors.

CSB and SJU have zero tolerance for child abuse and have adopted a separate Joint Policy on Reporting Suspected Child Abuse. Please refer to that policy with questions related to reporting suspected child abuse.

B. **Scope.** This policy applies to all students, faculty, and staff of CSB and SJU; campus visitors; and individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU. The geographic scope of this policy includes the CSB and SJU campuses, all properties owned or leased by either CSB or SJU, and all off-campus locations, including but not limited to monastic property and study abroad programs, at which students, faculty, or staff or other associated individuals of either institution participate in College or University sponsored activities.⁶

C. **Child, Children, Minor, and Minors.** For the purposes of this policy, the terms “child,” “children,” “minor,” and “minors” refer to or describe individuals under the age of 18. When the policy refers to children of CSB and SJU faculty, staff, and/or students, the reference includes minor siblings and other minors who are relatives of CSB or SJU faculty, staff, or students.

D. **Associate.** For purposes of this policy, an “associate” is any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John’s Abbey or Saint Benedict’s Monastery.

II. RESPONSIBILITY FOR CHILDREN

CSB and SJU are institutions of higher education. While CSB and SJU welcome and invite the presence of children on campus, CSB and SJU recognize that the campuses and CSB/SJU events may not always be an appropriate environment for children.

⁶ This policy is as comprehensive as possible, but it is not possible to foresee every situation. If you have questions, about this policy, you should speak with the Human Resources Director or the Dean of Students at your institution.

In recognition of the family needs and responsibilities, students, faculty, and staff may bring their child(ren) to campus for limited periods of time while the employee or student is engaged in work or educational activities, with approval by the supervisor or appropriate designee. In doing so, students, faculty, and staff must recognize and respect the needs of other community members for a quiet and productive work and educational setting. No facility or office on campus is to be used regularly in lieu of paid, child care or for unsupervised recreation for children. The adult responsible for a child is also responsible for the child's behavior and actions, and is expected to ensure that the child complies with the directions of College or University personnel.

A. **Supervision Required.** Faculty, staff, and students and other adults maintain the sole responsibility for the safety of their own child(ren) or any other child(ren) accompanying them on campus.

There are risks to bringing children to the campuses and to CSB and SJU events. Students, faculty, and staff and other adults should be aware of these risks and are responsible for any and all injuries or damages sustained to or by their child(ren) or any other child(ren) accompanying them while on the CSB or SJU campuses or any properties owned or leased by CSB or SJU, and when bringing child(ren) on college-sponsored trips or other activities. CSB and SJU shall not be responsible or liable for any such injuries or damages unless such injuries or damages are caused by the sole negligence of CSB or SJU, or their officers, agents, or employees.

B. **Revocation.** Allowing employees and students to bring their child(ren) to campus or on College or University-sponsored trips as described in the sections below is a privilege extended by CSB and/or SJU and may be revoked at the discretion of the College or University if the provisions of this policy are violated or the privilege is abused. CSB or SJU may also prohibit an employee or student from bringing a child(ren) to campus if other members of the College or University community reasonably object. Any member of the community who is not comfortable with the presence of a child(ren) in his or her work or educational setting should advise his or her supervisor, the Dean(s) of Students, or the Director of Human Resources.

III. SPONSORED EVENTS AND PROGRAMS ON-CAMPUS

A. **Sponsored Events.** CSB and SJU sponsor a number of events in the performing arts, athletics, and other areas that are open to children. The College and University welcome the presence of children on campus for these events. In order to ensure their safety and that of other guests, CSB and SJU require that the parent, legal guardian, or other adult responsible for each child comply with the following provisions:

1. CSB and SJU are not responsible for the supervision of any children who attend a campus event (as noted in Section II.A of this policy), unless the event sponsor specifically states in a written announcement that supervision by College or University staff will be provided.

2. Children must remain in the area of campus where the event is located.
3. The adult responsible for a child is also responsible for the child's behavior and actions and for any damage caused by a child, as noted in Section II of this policy.
4. If a child attending a CSB or SJU event or program needs an accommodation for a disability or other special need, it is the responsibility of the adult to request such an accommodation, in advance of the event, to the extent possible.

B. Sponsored Programs. Throughout the calendar year, CSB and SJU sponsor a number of programs specifically designed for children, such as summer camps and fine arts programs. The College and University require that children in these programs be appropriately supervised by adults with the proper training and credentials, and subject to CSB and SJU's criminal background check requirements. Each program has specific operating protocols related to its nature and purpose, but all programs are expected to comply with the safety practices stated below. Failure to follow these practices should be reported immediately to the Program Director or appropriate supervisor.

1. All program staff (paid and volunteer, including CSB and SJU student staff members) must receive training with respect to working with children. The level of training will differ depending on the program.
2. Program sponsors should determine the appropriate ratio of staff to children and follow that ratio. In all cases, any ratios mandated by law must be followed.
3. Program staff must inform another staff member when they are taking children out of the program room or area for any reason.
4. Except in emergency or other exigent circumstances, no child should ever be left alone with a staff member. It is a best practice for programs to use and enforce the "rule of three," requiring at least two program adults or two children in each group at all times.
5. Children in any program must remain in the area where the program is being held. As much as possible, no child who is participating in a CSB or SJU sponsored program should be left alone on campus at any time or for any reason. The Dean of Students may make exceptions in limited circumstances involving older children based on the written request of the Program Director.
6. Employees working in the program may only take photographs of children in the program for program-related purposes, and only after the child's parent or legal guardian has signed a College or University provided waiver allowing the photograph.

C. Programs and Events Sponsored by Other Entities. CSB and SJU allow selected outside individuals and entities to rent College and University facilities for programs/events specifically designed for or including children, such as swimming programs, summer athletic, dance, and academic programs, and family events such as weddings. CSB and SJU will work with these entities to assist them in complying with this policy.

IV. PROGRAMS AND TRIPS OFF-CAMPUS

A. **General.** Through CSB and SJU's service learning, community service, internships, student teaching and other programs, faculty, staff, and students, are engaged in many off-campus activities involving children. All CSB and SJU participants in such programs and activities are required to comply with the child protection requirements of the off-campus site where the activities occur, including requirements related to training and criminal background checks.

B. **Use of College and/or University Funds.** Any person using College and/or University funds, including club funds from the Student Senates, to participate in off-campus activities involving children must notify the Dean(s) of Students, in writing, or (in the case of faculty or staff) the Director of Human Resources when applying for the College or University funds and before commencing the activity. CSB and SJU may, in their discretion, set conditions on the use of College or University funds to ensure compliance with reasonable measures designed to protect children and reduce risk for CSB and/or SJU.

C. **CSB and SJU Sponsored Trips.** Students, faculty and staff may take their own child(ren) on college-sponsored trips under the following conditions:

1. The student, faculty or staff member wishing to take his/her child must provide advance notice and obtain prior written approval from the person(s) directing the trip.
2. In order that the child's presence not impede the employee's or student's performance of his or her trip responsibilities, the employee or student may be required to arrange and pay for a childcare provider other than the employee or student to supervise the child at all times during the trip.
3. The employee or student is responsible for all trip expenses of the child.
4. The employee or student must drive or ride in the same vehicle as the child.
5. The child must be included on any roster of trip attendees.

D. Study Abroad

CSB and SJU support faculty who lead study abroad programs and who live abroad with their families. Faculty should consult with the Office of Education Abroad with respect to participation by their child (ren) in trips or other activities associated with study abroad programs.

V. ACADEMICS, RESIDENTIAL LIFE & EMPLOYMENT

A. **Minor Students in Classes, Labs and Study Abroad Programs.** Some students in CSB and SJU classes and laboratories and participating in study abroad programs are minors. Students from Saint John's Preparatory School sometimes take courses at the College and/or University, and some undergraduate students matriculate before they have attained the age of 18. Minors who take courses and/or participate in College and/or University programs are expected to follow course requirements and the behavioral expectations of all other CSB and/or SJU students, including all College and University policies for students. Minors and their parents should be aware that SJU and CSB courses are not specifically designed for minors and may include activities, conversations, or topics that would not normally be presented to minors. CSB and SJU are not responsible for ensuring that course content is appropriate for minors.

Prior to commencement of classes and programs each semester, the Registrar's Office will notify faculty members of the students enrolled in their courses who are minors. Faculty shall be mindful of the minor status of such students and consider whether any particular measures are necessary with respect to such students. Faculty members who have questions about minors in their classes or in out-of-classroom events and programs should contact the Academic Dean, Education Abroad Director, or the Deans of Students. The Dean(s) or Director is responsible for assisting faculty members in determining whether any particular measures should be taken with respect to minors.

B. **Minors Who Live on Campus.** Because some enrolled students start school before they have attained the age of 18, CSB and SJU sometimes have minors who live in residence halls. Minors living in residence halls are expected to follow the same rules as all other CSB or SJU students. Before minors move into a residence hall, the residence hall staff members will be notified of their minor status and birth date. Residence hall staff members shall be mindful of the minor status of such students and consider whether any particular measures are necessary with respect to such students. Staff members who have questions about minors living on campus should contact the Dean of Students.

C. **Employment of Minors.** Occasionally, CSB and SJU may hire a minor to fill an employment position or a student work position. The Human Resources Office or Student Employment Program must authorize the hiring of any minor. CSB and SJU comply with applicable law with respect to the employment of minors. In the event that a minor is hired by CSB or SJU, the Human Resources Office or the Student Employment Program will inform the supervisor that the employee is under age 18 and will help determine whether any particular steps are necessary because of the employee's age. Minors may not be assigned to work alone or unsupervised without written approval of the Human Resources Director.

VI. OVERNIGHT VISITS INVOLVING MINORS

A. **General Rules.** Students residing in college owned housing are welcome to host overnight guests provided that they comply with the CSB or SJU Residential Life Guest Policy. All guests (including guests under the age of 18) must agree to abide by applicable rules related to the campus guest policies. In addition, the parent(s)/guardian(s) of guests who are under the age of 18 must sign a campus visit permission and waiver form.

B. Overnight Visits by Prospective Students. CSB and SJU sometimes arrange for prospective students to visit the campus on an overnight stay. All visits by prospective students should comply with the CSB and SJU Offices of Admission Overnight Visit Policy and should be coordinated through the CSB and SJU Offices of Admission. Prospective students who are staying overnight (and their parents if the prospective students are under 18) will be required to sign a campus visit waiver and must agree to abide by applicable rules related to overnight visits.

C. Camps and Conferences with Overnight Guests. The rules regarding overnight stays by minors in connection with CSB and SJU camps and conferences will be determined by the directors of the camps and conferences involved, in consultation with the Divisional Vice President or his/her designee. Generally, minors who are not registered for such programs will not be allowed to stay overnight as a guest, but special exceptions may be made by the camp or conference director (with approval from the Divisional Vice President or his/her designee.) for special programs. Outside entities hosting camps and conferences on campus must follow the standards established by CSB and SJU with respect to such overnight stays.

VII. CONTACT INFORMATION

COLLEGE OF SAINT BENEDICT	
Director of Human Resources	Carol Abell, cabell@csbsju.edu , 320-363-5511
Dean of Students	Jody Terhaar, jterhaar@csbsju.edu , 320-363-5601
Academic Dean	Karen Erickson, kerickson@csbsju.edu , 320-363-5401

SAINT JOHN’S UNIVERSITY	
Director of Human Resources	Carol Abell, cabell@csbsju.edu , 320-363-5511
Dean of Students	Michael Connolly, mconnolly@csbsju.edu , 320-363-3512
Academic Dean	Karen Erickson, kerickson@csbsju.edu , 320-363-3147

As stated above, CSB and SJU have adopted a separate Joint Policy on Reporting Suspected Child Abuse. Please refer to that policy with questions related to reporting suspected child abuse.

*Approved by SJU Board of Trustees, May 20, 2013
Endorsed by CSB Board of Trustees and approved by President MaryAnn Baenninger, May 20, 2013*

SOLICITATION POLICY

A. Gift Solicitation

The responsibility for fundraising off-campus rests in the Institutional Advancement Office of Saint John's University. Unless working as part of a team organized by Institutional Advancement, no employee is to represent himself or herself as a fund raiser for Saint John's University.

Fundraising on-campus that is aimed to reach all employees is organized by the Human Resources department, such as the United Way campaign.

B. Sales Solicitation

1. External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.
2. Outside agencies may sell merchandise on campus only if they complete a solicitation permit form and receive authorization from the University. Sales activities will be allowed only in areas specified in the authorization and are prohibited in all residence halls.
3. Authorized sales may not compete with any school auxiliary enterprise.

C. Mail Solicitation

Use of print or electronic mailing lists compiled by or owned by Saint John's University is prohibited, unless authorized by the Divisional Vice President.

Staff may use the electronic bulletin board – personal announcements section for personal solicitation notices. The use of on-campus bulletin boards, hallways, kiosks, or other general public access space, and student P.O. boxes is authorized by the Student Activities Office.

Use of campus mail boxes to solicit students for employment is managed by the Director of Career Services.

D. Religious Solicitation

Religious organizations or representatives other than Campus Ministry are not permitted to solicit on campus, conduct worship services, or give presentations on campus without the express written permission of the University Campus Ministry Office. Academic guest-speaker presentations by individuals or groups representing a religious organization or view is at the discretion of the faculty and the Academic Affairs Office.

Religious solicitation by an outside group or individual is not permitted in the residential areas under any circumstances.

The distribution of religious materials by employees or students requires approval by Campus Ministry.

VEHICLE USE POLICY

Introduction: This policy is to define vehicle use requirements along with other related issues.

Definitions

Covered Vehicle: A vehicle that is owned, on long term lease, or short term lease (rental car), by SJU for the purpose of conducting business.

Personal Vehicle: A vehicle not owned or leased by the University but used for University business.

Vehicle Use Training: Defensive driving course offered by SJU/CSB transportation department.

Authorized Driver: An employee that has completed and passed the /SJU/CSB defensive driving course and has satisfied all the other requirements for operating a covered vehicle.

SJU/CSB: Refers to Saint John's University and the College of Saint Benedict.

Steps to Becoming an Authorized Driver

Only those employees, students, and volunteers who meet the following conditions may operate a Covered Vehicle:

1. Drivers must be at least 18 years old for cars and 20 years old for vans or mini-buses;
2. Have a valid driver's license;
3. Have no violations/conditions as outlined in the Transportation Policies under item; 5. Violations- Driver Acceptability guidelines (<http://csbsju.edu/CSB-Security/Defensive-Driving/Transportation-Policies.htm>);
4. Successfully complete SJU/CSB Defensive Driving Course requirements every five (5) years;
5. Have on file a signed Motor Vehicle Release form for a driver's license check with Life Safety.

Corporate Owned or Leased (long term) Vehicles & Rental Car Leased Vehicles (short term)

All drivers must be authorized Drivers. Any Covered vehicle that is used to transport employees/students must be driven by an authorized driver.

Insurance Coverage

Corporate owned and long term leased vehicles are covered by SJU's insurance policy. In the case of short-term rentals within the United States, employees and students should decline the option to purchase insurance from the rental agency, as these vehicles are also covered by SJU's insurance policy. When renting a vehicle in a foreign country, insurance should always be purchased from the rental agency. All persons renting vehicles any time in or outside the United

States should rent the vehicle in the name of Saint John's University and inspect the vehicle for damage **BEFORE** departure /delivery from the rental agency.

Employee owned vehicles are primarily covered by the employee's personal insurance policy.

Unsafe Weather Conditions

Permission to operate a covered vehicle, or a personal vehicle, on SJU business, may be denied or restricted in the event of weather creating dangerous driving conditions. The final decision to grant permission to use a covered vehicle will be made by the Vice President for Finance and Administration or the Vice President of Student Development on behalf of the University.

Responsibility of Operating a Covered Vehicle

The driver must:

- Meet the Authorized Driver requirements
- Operate the Covered Vehicle in accordance with the established policies of the University. Drivers must also be in compliance with any existing department policies.
- Operate the vehicle in a safe manor, observing all town, village, city, and state ordinances and laws pertaining to the operation of motor vehicles. Any driver arrested or ticketed for violations of any law while operating a covered vehicle will be held responsible for all expenses incurred as a result of arrest or citation and must notify their supervisor.
- Ensure all vehicle occupants fasten their seat belts while the vehicle is in motion.
- Ensure vehicle head lights are turned on at all times while the vehicle is in motion.
- Not eat while operating the vehicle.
- Not use a cellular telephone or other 2-way communication device while the vehicle is in motion: **Exceptions: Life Safety and Fire Department personnel and the use of hands free devices.**
- Ensure that all interior lights are turned off and the doors and windows are locked when the vehicle is parked.

In addition the following will also apply:

- The use of tobacco products, alcohol or illegal drugs while operating a covered vehicle is prohibited by the driver and/or passengers.
- A maximum of 12 hours of continuous travel is allowable, with a minimum layover of 8 hours following that time.
- On trips of more than 200 miles, vehicles must stop at a safe location at least once every 4 hours (or 200 miles) of operation for the purpose of making a minimal vehicle check (walk around the vehicle, visually inspect tires and operation of lights) and/or change drivers.
- When driving between the hours of midnight and 5 a.m., no more than 100 miles of continuous driving is allowed, except in emergencies.
- The pulling of trailers and the use of car top units is prohibited accept upon the approval of the transportation director.
- Layovers are required in the event of adverse weather and unsafe road conditions. When such road conditions exist, the driver or person responsible for the trip must call SJU Life Safety (x2144) with information on location of layover and estimated time of return to campus.
- For trips on which employees/students are traveling, itineraries will be submitted in advance for approval to supervisor. Itineraries must include route, cell phone number for

emergencies, layover plans and timelines, program goals, and an accurate and complete roster of vehicle occupants.

- Vehicle load capacities must not be exceeded, including number of passengers, cargo weight or any combination thereof. Fifteen passenger vans on short term lease (rented) must also have the rear seat removed prior to departure.
- Non-compliance with any of the above responsibilities may result in suspension of auto privileges for the offending organization and/or individuals for two years from the date of the offense.

Drivers License Revocation or Suspension

Employees whose job requires the use of a vehicle shall immediately inform their supervisor of any driver's license loss/change affecting their ability to perform their job. Failure to do so shall constitute just cause for disciplinary action, up to and including discharge.

The University may consider the following in determining whether or not there is just cause to take action:

1. Whether the employee voluntarily notified the supervisor of driver's license loss/change.
2. The employee's driving record (frequency and severity of offenses).
3. The Department of Public Safety requirements for the employee. (How long will the license be lost? Is a limited license possible?).
4. Whether alcohol /drugs are a factor and whether the employee refused a breath alcohol test.
5. Whether the incident(s) involved a corporate vehicle or an employee's personal vehicle.
6. The frequency with which the employee must drive as part of his /her job.
7. The type of driving done by the employee – is the employee driving other employees, clients? Is the employee driving a vehicle that requires special care (i.e. large truck or plow)?

Possible Actions

Decisions about actions are made by the employee's supervisor in consultation with Human Resources, taking into account the factors listed above. As in other situations with employees, the particular circumstances will dictate the final decision.

Possible actions include:

1. No action
2. The employee may be counseled, have his/her driving monitored
3. Employee may be required to complete a defensive driving course
4. The employee may be prohibited from driving other employees or clients or from driving large complex equipment.
5. In extreme circumstances the university may decide that, overall, the employee's driving record presents too much risk to the university and the employee may not drive a corporate owned or leased car or equipment. In this case the university must further decide whether the employee's inability to drive for work will result in job loss.

Driver's Requirements and Responsibilities

Employees whose job duties require an active, valid/ appropriate driver's license or who drive a covered vehicle or personal vehicle for business must:

1. Complete the Defensive Driving course offered by SJU/CSB Transportation Department when transporting students, donors or outside guests, and has satisfied all the other requirements for operating a covered vehicle.
2. Be familiar with the SJU Vehicle Use Policy.
3. Maintain an active, valid/appropriate driver's license.
4. Notify their supervisor no later than the beginning of the next shift after losing their driver's license through suspension, revocation, cancellation or disqualification.
5. Refrain from driving a covered vehicle or a personal vehicle for business purposes on behalf of the university if the employee does not have a valid/appropriate driver's license.
6. Drive responsibly and adhere to all traffic laws
7. Maintain liability insurance on their personal vehicles if used for work purposes.

Supervisor

1. Be familiar with the SJU Vehicle Use Policy.
2. When an employee is required to have a driver's license has the license suspended, revoked or cancelled, follow the appropriate procedure as provided by this policy and consult with Human Resources. Take appropriate action in consultation with Human Resources.

Human Resources

1. Prior to hiring an applicant whose job duties require a driver's license, ensure that the individual has the required license and that his/her driving record is reviewed.
2. Confer with supervisor and managers to determine appropriate actions when an employee loses his/her license or when the employee's motor vehicle record is problematic. Ensure actions are documented and that decisions about similar situations are consistent.

Accident reporting

It is the policy of SJU that all accidents involving a Covered Vehicle or personal vehicle, if being used for business, should be reported immediately to the proper law enforcement authorities. Whenever possible, a police report should be made. It is the responsibility of the employee involved in an accident to obtain all required information and documentation. Should injuries stemming from that accident prohibit the employee from obtaining the necessary information; the supervisor in conjunction with Human Resources will be responsible for gathering relevant information and documentation.

In the case of a personal vehicle being involved in an accident, forward the information to your personal automobile insurance agent first, and then notify the insurance coordinator at 320-363-2887. If your primary Auto Liability limits are exhausted as a result of an accident while on corporate business, the corporate Auto Liability insurance may cover above and beyond your coverage (Secondary Coverage) .The Corporation will not reimburse you for your deductible.

If any employee is injured in an accident involving a Covered Vehicle or personal vehicle being used for business, the injury should be reported to the appropriate Human Resources office.

In the event of an accident:

At the scene:

1. Make sure law enforcement officials are called to the scene.
2. Do not make any statements other than those required by law enforcement officials.
3. When safe to do so, obtain the following information from all drivers and witnesses:
 - a. Insurance company name and policy number
 - b. Name, address and telephone number of other driver and any witnesses
 - c. Year, make, model and license plate number of other vehicle(s) involved

As soon as possible after leaving the scene:

1. Notify your immediate supervisor.
2. Notify insurance coordinator at 320-363-2887. If not available, leave a message with the time and phone number at which you may be reached. If accident occurs on a weekend or holiday, leave a message indicating the number where you may be reached on the next business day. If your call requires immediate attention from a SJU faculty or staff member, you may call the office of Life Safety at 320-363-2144.
3. Injured employees should contact the Human Resources office: (SJU: 320-363-2508).
4. Submit the following to insurance coordinator at 320-363-2887
 - Completed Accident Report Form
 - A copy of the police report
 - If rental car, a copy of both sides of rental agreement.

Drivers License and Record Check

A motor vehicle record (MVR) will be obtained to verify that the applicant has an active, valid, appropriate driver's license and to review the employee's driving record on an on-going basis. If there are concerns about driving records, the supervisor will be notified by Human Resources and given any relevant information.

The supervisor should take appropriate action per SJU Vehicle Use Policy.

WHISTLEBLOWER POLICY

The lasting success and reputation of Saint John's University (SJU) requires fair and ethical conduct by our Trustees, Cabinet members, faculty, staff, and volunteers. This Whistleblower Policy is intended to strongly encourage and enable Trustees, Cabinet members, faculty, staff, and volunteers to raise serious concerns within the organization prior to seeking resolution outside the institution without fear of retaliation to the reporter.

In order to maintain the trust and confidence of the community and our stakeholders, SJU intends to comply with all applicable laws and regulations and expects its Trustees, Cabinet members, faculty, staff, and volunteers to comply with the law and to refrain from any illegal, dishonest, or unethical conduct.

Reporting Violations

SJU encourages faculty and staff to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his/her supervisor or is not satisfied with the supervisor's response, the employee is encouraged to speak with someone in the Human Resources department or anyone in management whom he/she is comfortable approaching.

Supervisors and managers are required to report suspected violations to the Human Resources department, which has specific and exclusive responsibility to oversee and manage the investigation process for all reported violations. Trustees and Cabinet members should report suspected violations to the Chair of the Board or the President. Volunteers should report suspected violations to the volunteer coordinator or, if none, contact the Human Resources department.

Note: SJU also provides a confidential and anonymous reporting system, Ethics Point. This reporting system provides the opportunity to report concerns from work or home, via the internet or by speaking directly to a representative. Visit the following website for additional information:
www.csbsju.edu/ethicspoint

Reporting Responsibility

It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and University policies, and to report violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No Trustee, Cabinet member, faculty, staff, or volunteer who in good faith reports a violation of applicable laws and regulations or policies of SJU shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a suspected violation in good faith is subject to discipline up to and including termination of employment.

BACKGROUND CHECK POLICY
For the College of Saint Benedict and Saint John's University

I. PURPOSE

The College of Saint Benedict (“CSB”) and Saint John’s University (“SJU”) are committed to creating and maintaining a safe and secure learning and working environment for its faculty, staff, students, volunteers, and visitors. CSB and SJU have established a Background Check policy and process. Background checks are completed to ensure accuracy of employment information received and to ensure CSB and SJU have taken reasonable care in identifying any criminal convictions which could pose a threat to the campus communities.

II. POLICY STATEMENT

It is the policy of CSB and SJU to conduct pre-employment background checks. Pre-employment background checks will apply to faculty, staff and intern positions. In addition, background checks will be conducted for rehired employees and for current employees who move to a substantially different position or assume additional roles requiring a background check (e.g. security-sensitive positions; faculty directing a study abroad program, faculty moving to administration). Background checks for volunteers may also be conducted where deemed appropriate based on the nature of the campus event and volunteer assignment.

The pre-employment background check for a tenure-track faculty position will occur prior to semi-finalist candidates being invited for an on-campus interview. The pre-employment background check for an adjunct faculty position and for a staff position will occur following a candidate’s acceptance of a contingent offer of employment.

A successful background check must be completed prior to an individual beginning work in any capacity with CSB or SJU, and prior to providing volunteer service for events where a volunteer background check is deemed appropriate. In the event of an emergency hiring scenario, an exception to this requirement is subject to the pre-approval of the Human Resources Director and the Divisional VP (for staff positions) or Provost (for faculty positions).

The CSB and SJU Human Resources department will conduct and oversee the background check process utilizing a contracted third party vendor. The college and university reserve the right to make the sole determination concerning the significance of information received through a background check and any employment decision arising from the background check. Determinations for faculty positions will be made by the Provost in consultation with the Human Resources Director or Employment Manager, President(s), and legal counsel. Determinations for staff positions will be made by the Divisional VP in consultation with the Human Resources Director or Employment Manager, President(s) and legal counsel. (*See sections on Relevancy of Information and Confidentiality*).

III. SCOPE

All background checks for faculty, staff, and intern positions will include: a social security

number verification, criminal history check, and national sex offender registry check. Positions subject to requirements of licensing boards may require additional checks (e.g. nursing, education) and will be managed by the hiring department.

The requirements of a staff or intern position may necessitate additional checks, including but not limited to: a credit report, driving record, and pre-employment physical. Staff or intern positions requiring a *Kari Koskinen* background check (see Minnesota Statutes 299C.66 to 299C.71) may require a finger print check through the Bureau of Criminal Apprehension (BCA) for individuals with less than 10 years of residency in Minnesota.

IV. CONFIDENTIALITY

Background check information will be confidentially maintained in the Human Resources department separate from an individual's personnel file. Report contents received by the Human Resources Employment Manager and/or Director of Human Resources will be shared with the parties, as outlined in Section II and, in the case of staff positions, with others who have a legitimate business reason to be informed (e.g. supervisor).

V. RELEVANCY OF CONVICTIONS AND DETERMINATION

A criminal conviction will not automatically disqualify an individual from employment. The college and university will consider multiple factors in making an employment determination, including: the nature and frequency of the conviction(s); time of conviction; completion of sentence or any other requirements; and relevancy of the type of conviction to the responsibilities of the position.

As outlined in Section II, *Policy Statement*, the determination will be made by the Provost or Divisional VP in consultation with Human Resources staff, President(s), and legal counsel.

If the information obtained may lead to a decision to discontinue further consideration of a semi-finalist or to withdraw a conditional offer of employment, the Human Resources department will send the candidate a Pre-Adverse Action Notice including a copy of the background check report and a notice of rights under the Fair Credit Reporting Act (FCRA). If the candidate does not dispute the accuracy of the report and a decision is made to discontinue further consideration of a semi-finalist in the recruitment process or to rescind a conditional offer of employment, a Final Adverse Action Notice will be issued to the candidate.

VI. PROCEDURE

The [background check procedures](#) associated with this policy may be found on the Human Resources intranet site.