

# Sexual Harassment Policy

Revisions approved by the Executive Committee of the Board of Directors of  
Sacred Heart Seminary and School of Theology September 17, 2021

## I. Preamble

Sacred Heart Seminary and School of Theology (“SHSST”), an apostolate of the Priests of the Sacred Heart, requires all members of its community to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As an institution committed to reverencing each person made in the image and likeness of God and to forming missionary disciples who evangelize globally and locally, SHSST is committed to providing an environment in which all members of the community are treated with courtesy, respect and dignity. Consistent with this policy, Sexual Harassment, as defined herein, is strictly prohibited.

## II. Policy Statement

Consistent with SHSST’s Non-Discrimination Statement and Title IX of the Education Amendments of 1972, SHSST prohibits Sexual Harassment within its Education Programs and Activities.

Directors, officers, employees, students<sup>1</sup>, contractors, volunteers, and guests who commit Sexual Harassment are subject to the full range of discipline including verbal reprimand; written reprimand; mandatory training, coaching, or counseling; mandatory monitoring; partial or full probation; partial or full suspension; fines; permanent separation from the institution (i.e., termination or dismissal); physical restriction from SHSST property; cancellation of contracts; and any combination of the same.

Under this policy, a person who assists or encourages another to commit Sexual Harassment, will be deemed responsible for the resulting act of Sexual Harassment itself and is subject to the same range of potential discipline as the individual who committed the Sexual Harassment.

SHSST will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to SHSST’s education programs and activities.

## III. Catholic Identity and Religious Liberty

SHSST is a Roman Catholic institution of higher education that qualifies as an educational institution controlled by a religious organization as specified in 34 C.F.R. § 106.12. As a religious organization, SHSST is also entitled to protection under the religion clauses of the First Amendment to the U.S. Constitution and other federal and state laws providing for religious liberty. Therefore, this policy, including the definition of Sexual Harassment, shall be construed consistent with, and shall not be applied in any manner

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<sup>1</sup> A student is an individual who has been formally admitted to a program of SHSST or who has submitted a complete application for admission.

that is contrary to, SHSST's Catholic identity and beliefs, including, but not limited to the teachings of the Roman Catholic Church, as set forth by the Magisterium.

The provisions of this policy notwithstanding, SHSST retains complete and total autonomy and discretion to select, employ, to cease to employ, and to modify its relationship with any person who qualifies as a religious minister under relevant legal precedents, including, but not limited to, *Our Lady of Guadalupe School v. Morrissey-Berru*.

#### **IV. Scope**

This policy applies to Sexual Harassment that occurs within SHSST's Education Programs and Activities and that is committed by a director, officer, employee, student, contractor, volunteer, or guest.

This policy does not apply to Sexual Harassment that occurs off-SHSST property, in a private setting, and outside the scope of SHSST's Education Programs and Activities, although such Sexual Harassment may be prohibited by other SHSST policies and standards.

This policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in SHSST's education programs and activities, such as the Adveniat Regnum Tuum pathway. Sexual Harassment that occurs outside the geographic boundaries of the United States may be prohibited by other SHSST's policies and standards.

This policy does not apply to consensual sexual contact, although other SHSST policies and standards, including those listed in Exhibit A, prohibit consensual romantic and sexual relationships in certain circumstances, including where such relationships are in conflict with the teachings of the Magisterium of the Roman Catholic Church. Nothing in this policy shall constrain in any way SHSST's ability to enforce its policies and standards regarding consensual romantic and sexual relationships.

SHSST has a range of other policies and standards governing the conduct of employees and students, including policies and standards specified in relevant handbooks. SHSST retains full authority and discretion to enforce other policies and standards implicated by a report made under this policy, even if SHSST determines that conduct does not rise to the level of Sexual Harassment as defined herein.

#### **V. Definitions**

- A.** "Sexual Harassment" is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.
- B.** "Quid Pro Quo Sexual Harassment" is an employee of SHSST conditioning the provision of an aid, benefit, or service of SHSST on an individual's participation in unwelcome sexual contact.

- C.** “Hostile Environment Sexual Harassment” is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to SHSST’s education programs and activities.

In determining whether Hostile Environment Sexual Harassment exists, SHSST will consider the totality of circumstances, including factors such as the actual impact the conduct has had on the Complainant; the nature and severity of the conduct at issue; the frequency and duration of the conduct; the relationship between the parties (including accounting for whether one individual has power or authority over the other); the respective ages of the parties; the context in which the conduct occurred; and the number of persons affected. A person’s adverse subjective reaction to conduct is not sufficient, in and of itself, to establish the existence of a hostile environment.

In no case will the expression or articulation of any position consistent with the teachings of the Magisterium of the Roman Catholic Church be deemed to constitute Hostile Environment Sexual Harassment. Furthermore, no absence of an expression or statement will be deemed to constitute Hostile Environment Sexual Harassment when such silence is consistent with the teachings of the Magisterium of the Roman Catholic Church.

Hostile Environment Sexual Harassment may include, but is not limited to:

1. Unwelcome efforts to develop a romantic or sexual relationship;
2. Unwelcome commentary about an individual’s body or sexual activities;
3. Threatening to engage in the commission of an unwelcome sexual act with another person;
4. Engaging in indecent exposure; voyeurism, or other invasion of personal privacy;
5. Unwelcome physical touching or closeness that does not rise to the level of Sexual Assault.

- D.** “Sexual Assault” includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.

1. “Rape” is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is “carnal knowledge” if there is the slightest penetration of the vagina or anus by the sex organ of the other person. Attempted Rape is included.
2. “Sodomy” is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or

because of his/her temporary or permanent mental or physical incapacity.

3. “Sexual Assault with an Object” is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. An “object” or “instrument” is anything used by the offender other than the offender’s genitalia.
4. “Fondling” is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
5. “Incest” is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Wisconsin law.
6. “Statutory Rape” is sexual intercourse with a person who is under the statutory age of consent as defined by Wisconsin law.

**E.** “Domestic Violence” is felony or misdemeanor crimes of 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 Wisconsin, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of Wisconsin.

**F.** “Dating Violence” is violence committed by a person –

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
  - The length of the relationship;
  - The type of relationship; and
  - The frequency of interaction between the persons involved in the relationship.

- G.** “Stalking” is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for their safety or the safety of others; or
  - Suffer substantial emotional distress.
- H.** “Consent” is an understandable exchange of affirmative words or actions, which indicate a willingness to participate in a mutually agreed upon sexual activity at a mutually agreed upon time. Consent must be informed, freely and actively given. It is the responsibility of the initiator to obtain clear and affirmative responses at each stage of sexual involvement. The Wisconsin state definition is: “words or overt actions by a person who is competent to give consent indicating a freely given agreement to have sexual intercourse or sexual contact.” Apparent Consent can be compromised by coercion or disparity of power between the Complainant and Respondent. A person who is Incapacitated is not capable of giving Consent.
- I.** “Incapacitation” or “Incapacity” is the physical and/or mental inability, whether temporary or permanent, of an individual to make rational, reasonable decisions, or judgments regarding one’s well-being or welfare.
- J.** “Retaliation” is intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.
- K.** “Complainant” means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.
- L.** “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.
- M.** “Formal Complaint” means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that SHSST investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in SHSST’s Education Programs and Activities. A “document filed by a Complainant” means a document or electronic submission (such as an email) that contains the Complainant’s physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.
- N.** “Supportive Measures” are non-disciplinary, non-punitive individualized services offered, as appropriate, and reasonably available, and without fee or charge, that are designed to restore or preserve equal access to

SHSST's Education Programs and Activities without unreasonably burdening another party, including measures designed to protect the safety of all parties implicated by a report or SHSST's education environment, or to deter Sexual Harassment. Supportive measures may include: counseling, extensions of academic or other deadlines, course-related adjustments, modifications to work or class schedules, campus escort services, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures. Supportive Measures may also include mutual restrictions on contact between the parties implicated by a report.

- O. "Education Programs and Activities" refers to all the operations of SHSST, including, but not limited to, in-person and online educational instruction, employment, research activities, extracurricular activities, athletics, residence life, dining services, performances, and community engagement and outreach programs. The term applies to all activity that occurs on campus or on other property owned or occupied by SHSST. It also includes off-campus locations, events, or circumstances over which SHSST exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs. SHSST's Education Programs and Activities include SHSST-related events and activities that occur at St. Francis de Sales Seminary including, but not limited to, Theological Reflection, Integrating Seminar, and Case Study, human and spiritual formation, and liturgical practica.

## VI. Reporting Sexual Harassment

Any person may report Sexual Harassment to the Title IX Coordinator. Reports to the Title IX Coordinator may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. In-person reports must be made during normal business hours, but reports can be made by regular mail, telephone, or electronic mail at any time, including outside normal business hours.

The name and contact information for the Title IX Coordinator is:

**Robert F. Gotcher, Ph.D.**

[rgotcher@shsst.edu](mailto:rgotcher@shsst.edu)

414-529-6980

Office: Rm. 180 (in the circle under the Sacred Heart Chapel)

7335 S. Lovers Lane Rd.

Franklin, WI 53132

The Title IX Coordinator's office hours are 8:30 am to 4:40 pm, every business day.

Any employee who has actual knowledge of Sexual Harassment or allegations of Sexual Harassment must promptly report the matter to the Title IX Coordinator. Actual

knowledge may be gained by direct observation, receiving a report by an alleged victim, or receiving a report from another person. An employee who fails to comply with the employee's reporting obligation is subject to the full range of discipline, up to and including termination.

Notwithstanding the foregoing, a priest shall not be required to report Sexual Harassment that is disclosed during the Sacrament of Reconciliation. Nor shall any employee who holds a professional license permitting the employee to have confidential conversations (e.g., licensed counselor) be required to report Sexual Harassment that is disclosed solely in a communication within the scope of the confidentiality privilege.

A person may also file a complaint of sexual harassment with the United States Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting [www2.ed.gov/about/offices/list/ocr/complaintintro.html](http://www2.ed.gov/about/offices/list/ocr/complaintintro.html) or by calling 1-800-421-3481

## **VII. Grievance Procedures**

Upon the Title IX Coordinator's receipt of a report of Sexual Harassment, SHSST will follow the grievance procedures set forth in Appendix B.

Unless and until a determination of responsibility is made pursuant to the grievance procedures, a Respondent is presumed not to have violated this policy.

Employees must cooperate in all phases of SHSST's grievance procedures, including being interviewed by the investigator and testifying at the hearing, unless such participation would be self-incriminating.

## **VIII. Supportive Measures**

SHSST will offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to file a Formal Complaint.

Contemporaneously with the Respondent being notified of a Formal Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and SHSST will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant. SHSST will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

SHSST will maintain the confidentiality of Supportive Measures provided to either a Complainant or Respondent, to the extent that maintaining such confidentiality does not impair SHSST's ability to provide the Supportive Measures in question.

## **IX. Interim Removal**

At any time after receiving a report of Sexual Harassment, the Title IX Coordinator may remove a student Respondent from SHSST's education programs and activities on a temporary basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal. In the event the Title IX Coordinator imposes an interim removal, the Title IX Coordinator must offer to meet with the Respondent within twenty-four hours and provide the Respondent an opportunity to challenge the interim removal.

In the case of a Respondent who is a non-student employee, and in its discretion, SHSST may place the Respondent on administrative leave at any time after receiving a report of Sexual Harassment, including during the pendency of the investigation, hearing, and appeal processes specified in the grievance procedures.

For all other Respondents, including contractors, volunteers, and guests, SHSST retains broad discretion to prohibit such persons from entering onto its campus and other properties at any time, and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Where the conduct referenced in a report of Sexual Harassment could constitute a violation of some other applicable policy or standard, irrespective of whether it constitutes Sexual Harassment, SHSST shall have full discretion to take interim measures under other applicable policies or standards.

## **X. False Reports and False Information**

All persons are prohibited from making a report of Sexual Harassment that the person knows to be false at the time the report is made. In addition, all persons are prohibited from making knowingly false statements or providing knowingly false evidence during any phase of the grievance process. A person who violates this provision is subject to the full range of discipline, up to and including termination.

## **XI. Advisor**

The Complainant and Respondent have a right to the presence of an advisor of their choice at any meeting or hearing specified in the grievance procedures. The advisor will cross-examine the other party and witnesses at the hearing. The advisor may, but is not required to be, an attorney. If the Complainant or Respondent does not provide their own advisor, SHSST will provide one for them at no cost for the sole purpose of conducting cross-examination at the hearing.

## **XII. Confidentiality**

SHSST will generally maintain as confidential the identity of any individual who has made a report of Sexual Harassment, the identity of any individual who has been reported to be a perpetrator of Sexual Harassment, and the identity of any witness. SHSST will



also maintain the confidentiality of its various records generated in response to reports of Sexual Harassment, including, but not limited to, information concerning Supportive Measures, notices, investigation materials, hearings records, and appeal records.

Notwithstanding the foregoing, SHSST may reveal the identity of any person or the contents of any record if permitted by the Family Education Rights and Privacy Act ("FERPA"), if necessary to carry out SHSST's obligations under Title IX and its implementing regulations (including the conduct of any investigation, hearing, or appeal under the grievance procedures or any subsequent judicial proceeding), or as otherwise required by law. Further, notwithstanding SHSST's general obligation to maintain confidentiality as specified herein, the parties to a Formal Complaint will be notified of each other's identity and given access to investigation and hearing materials in the circumstances specified in the grievance procedures.

While SHSST will maintain confidentiality specified in this section, SHSST will not limit the ability of the parties to discuss the allegations at issue in a particular case. Parties are advised, however, that the manner in which they communicate about, or discuss a particular case, may constitute Sexual Harassment or Retaliation in certain circumstances and be subject to discipline pursuant to the processes specified in this policy. Notwithstanding the foregoing, parties and advisors are prohibited from disseminating any materials generated by SHSST in the course of an investigation, hearing, and appeal, including but not limited to the Formal Complaint, preliminary and final investigation reports, the written determination, and appeal determination.

### **XIII. Retaliation**

It is a violation of this policy to engage in Retaliation. Reports of retaliation may be made in the same manner as a report of Sexual Harassment. Any report of Retaliation will be resolved under the grievance procedures in the same manner as a report of Sexual Harassment. SHSST retains discretion to consolidate a report of Retaliation with a report of Sexual Harassment under the grievance procedures. A person who is found to have engaged in Retaliation is subject to the full range of discipline that is available under this policy for a person who is found to have engaged in Sexual Harassment. Discipline for Retaliation may be imposed regardless of whether an underlying report of Sexual Harassment is substantiated.

### **XIV. Amnesty**

Complainants, Respondents, and witnesses may be granted amnesty for minor handbook offenses, such as alcohol violations, that come to light during their participation in the grievance process. Whether to grant such amnesty shall be in the sole discretion of SHSST.

### **XV. Accommodations**

A person who requires a reasonable accommodation from any aspect of SHSST's grievance procedures may submit a request for accommodation to the Title IX Coordinator. Such requests will be evaluated and acted on consistent with SHSST's

obligations under applicable law, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

## **XVI. Recordkeeping**

SHSST will retain those records specified in 34 C.F.R. § 106.45(b)(10) for a period of seven years after which point in time they may be destroyed, or continue to be retained, in SHSST's sole discretion. The records specified in 34 C.F.R. § 106.45(b)(10) will be made available for inspection, and/or published, to the extent required by 34 C.F.R. § 106.45(b)(10) and consistent with any other applicable federal or state law, including FERPA.

## **XVII. Treatment Records and Other Privileged Information**

During the grievance processes, SHSST must obtain a party's voluntary, written consent prior to accessing, considering, disclosing, permitting questioning, or otherwise using:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party; or
- Information or records protected from disclosure by any other legally-recognized privilege, such as the attorney client privilege.

## **XVIII. Sexual History**

During the grievance process, questioning regarding a Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

## **XIX. Informal Resolution**

Prior to a formal investigation of the allegations from a Complainant, an Informal Complaint Resolution process can be initiated. It is a voluntary process that is separate and distinct from the Seminary's formal investigation and resolution processes under the Policy and Grievance Procedure on Title IX Sexual Harassment. The informal resolution process will include a facilitation and/or a mediation as explained below.

Prior to beginning any such process, the Title IX Coordinator will review the complaint to determine if the informal process is appropriate. If so, a trained Informal Resolution Facilitator will be assigned to work with the parties to attempt to facilitate an Informal Resolution agreement.

The Informal Resolution Facilitator will hold an initial meeting separately with each party within three days of the complaint filing to discuss the Informal Resolution process and to communicate the parties their rights under the applicable seminary school policies and provide the Complainant(s) and Respondent a written copy of the complaint form(s) that explains the allegations made by the Complainant(s). The parties may voluntarily agree to it, and if they do, each must sign the Written Consent Form for the Informal Complaint Resolution Process to proceed. If there is no agreement by both parties to the Informal Complaint Resolution Process returned within 1 week of the last meeting, the complaint will proceed to the formal investigation process. (Reasonable extensions may be provided by the Facilitator on account of reasons like vacations, illness or other unavoidable delays).

Within 1 week of receiving the written consent from both parties, the Informal Resolution Facilitator will then ask the parties to submit written statements that provide details regarding their version of the events and/or the remedies that they are seeking. The Informal Resolution Facilitator may assist them in developing such statements if they request such help, and will meet again with the complainant(s) separately and respondent to discuss the written requests.

The Informal Resolution Facilitator will share additional written statements with the other party, and will again meet separately with both parties to identify and facilitate areas of agreement. It is understood, that while discretion and confidentiality may be appropriate and important in resolving a complaint, unless confidently is specifically agreed to by a party and the facilitator, the facilitator will communicate at his or her discretion, information with each party that will help with resolution.

If no resolution is reached using that process the facilitator may suggest a face-to-face meeting with the parties. The parties must both agree to such a session and its purpose will be to enhance understanding in the hope of reaching an acceptable resolution to the matter. Such facilitation session will not be used to judge the merits of the dispute, determine fault or to render a final decision, but to help both sides decide the best way to settle the complaint.

If no resolution is achieved through such meeting a final method to resolve the dispute may be recommended by the Facilitator and/or the Title IX Coordinator which is Mediation. In this more formal process, a mediator will act as a neutral third party who will help the conflicting parties explore solutions to settle their dispute. Both parties must voluntarily consent to participate in such a process in writing and there should be no pressure applied to either party to agree to participate. The mediator used for a mediation will be chosen by the Title IX Coordinator and can be an internal employee of the seminary who is trained in conflict management and mediation, or the selected mediator can be a trained external professional. The parties may bring an advocate of their choosing and cost at their own discretion if they so choose to the mediation. Such mediation will be scheduled within 30 days following the agreement of the parties to the process.

Any agreements reached as part of the Informal Complaint Resolution process must be approved by the Title IX Coordinator. If the Title IX Coordinator determines at any time prior to the signing of the Informal Resolution agreement that the Informal

Resolution process is no longer appropriate, the Title IX Coordinator may terminate the process and refer the matter back to a Formal Resolution Process or a Resolution by a Hearing Body.

If an agreement is reached by the parties, in facilitation, mediation or at any time during the Informal Complaint Resolution Process, and is signed by the complainant(s) and respondent, each are bound by its terms and it is considered the final, complete and binding resolution to the complaint. Failure to comply with the signed agreement or retaliate, may result in disciplinary action for either party and or result in the formal resolution process being reinitiated.

It is understood that any party has the right to withdraw from the Informal Resolution Process at any point and time prior to agreeing to a resolution, and if so, the formal grievance process will resume. It is also understood that any consequences resulting from participating in the Informal Resolution Process, including the records that will be maintained or can be used and shared in a formal investigation.

Allegations of sexual harassment that include violence and or sexual assault or harassment allegations involving an employee sexually harassing a student should not use the Informal Complaint Resolution Process to resolve but proceed to a formal investigation.

The Informal Complaint Resolution process can also be used in situations where general harassment, not necessarily sexual harassment, such as bullying are being alleged. It will be subject to the same procedures as outlined in the Informal Complaint Resolution Process.

The seminary will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and formal adjudication of complaints of sexual harassment consistent with other section of this Procedure.

## **XX. Conflicts of Interest, Bias, and Procedural Complaints**

The Title IX Coordinator, investigator, hearing officer, appeals officer, and informal resolution facilitator will be free of any material conflicts of interest or material bias. Any party who believes one or more of these SHSST officials has a material conflict of interest or material bias must raise the concern promptly so that SHSST may evaluate the concern and find a substitute, if appropriate.

## **XXI. Relationship With Criminal Process**

This policy sets forth SHSST's processes for responding to reports of Sexual Harassment. SHSST's processes are separate, distinct, and independent of any criminal processes. While SHSST may temporarily delay its processes under this policy to avoid interfering with law enforcement efforts if requested by law enforcement, SHSST will otherwise apply this policy and its processes without regard to the status or outcome of any criminal process. SHSST retains discretion to notify law enforcement of any reported

Sexual Harassment that constitutes a crime or that otherwise poses an imminent health or safety risk to any person.

## **XXII. Vendors, Contractors and Third Parties**

SHSST does business with various vendors, contractors, and other third parties. Notwithstanding any rights that a given Respondent may have under this policy, SHSST retains its right to limit any vendor, contractor, or thirdparty's access to SHSST property for any reason. SHSST retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or thirdparty irrespective of any process or outcome under this policy.

## **XXIII. Other Forms of Discrimination**

This policy applies only to Sexual Harassment. Complaints of other forms of sex discrimination, and other forms of discrimination and harassment based on protected status, are governed by SHSST's Notice of Non-Discrimination and other applicable policies and standards.

## **XXIV. Training**

SHSST will ensure that officials acting under this policy, including but not limited to the Title IX Coordinator, investigators, hearing officers, informal resolution facilitators, SHSST provided advisors, and appeals officers receive training in compliance with 34 C.F.R. § 106.45(b)(1)(iii) and any other applicable federal or state law. Other training information and resources can be found on the SHSST website at <https://www.shsst.edu/wp-content/uploads/2020/08/Title-IX-Training-materials.pdf>.

## **XXV. Discretion in Application**

SHSST retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if SHSST's interpretation or application differs from the interpretation of the parties.

Despite SHSST's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case SHSST retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, SHSST retains discretion to revise this policy at any time, and for any reason, providing such revision must be approved by the Sacred Heart Seminary and School of Theology Board of Directors. SHSST may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

## **Appendix A: Related Policies and Expectations**

The following policies set forth some of SHSST's standards for potential consensual romantic and sexual relationships among students, among employees, and between students and employees. The purpose of the policies is not to discourage normal human relations, but to ensure that the community of learning and workplace are not affected by immoral conduct, improper power dynamics, or intentional or inadvertent offensive language or behavior.

### **Sexual Relationships That Interfere With The Sanctity Of Marriage**

Consistent with the Roman Catholic teaching on the sanctity of marriage, any romantic or sexual relationship between or among students or employees with a person who is married to a third party is prohibited. Additionally, any sexual relationship between or among students or employees with another employee or student they are not married to is prohibited.

### **Relationships Among Students**

According to the Human and Spiritual Formation Handbook, because the MDiv student is preparing for ordination to the Catholic priesthood, all sexual and romantic relationships are prohibited.

Unmarried lay students need to be prudent concerning romantic relationships that exist or develop among them, taking into account the effect the relationships can have on the students' studies or the community of learning.

### **Relationships Between Students and Employees**

If there is a romantic relationship between a student and an employee that exists prior to or develops subsequent to the student's acceptance into a program or enrollment in a course, the employee's supervisor must be informed. A faculty member and a student must not begin a romantic relationship that is not already present at the time of the student's acceptance into a program or enrollment in a course. If such a relationship exists at the time a student applies for admission, the admissions team needs to be informed.

### **Relationships Between Employees**

There should be no romantic relationship between an employee and someone who has supervisory responsibilities towards the person or who has the ability to take action that directly affects the person's employment or work environment.

### **Compliments and Teasing**

Prudence and discretion should be exercised such that any complimentary language offered concerning a person's appearance not constitute undue or unwanted attention.

The line between good-natured teasing and offensive language can be difficult to distinguish. All language concerning other persons should be respectful of the other's person's dignity as a human person made in the image and likeness of God and of the goodness of each sex and of sexual difference. Disparaging language about a person's appearance is not allowed. If through any word or action any person, whether the target of the language or a third party, indicates that language makes him or her uncomfortable or is offensive, the person must refrain from any further such remarks.

No person should be subject to retaliation, gossip, or disparaging remarks because they consider certain language to be offensive.