

# HAMPDEN-SYDNEY COLLEGE

## FACULTY HANDBOOK

2019-2020

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## I. FOREWORD

This, the *Faculty Handbook* contains the basic policies and regulations that govern the Faculty of Hampden-Sydney College. A faculty member who signs a contract to serve at the College thereby agrees to be bound by these policies and regulations.

Additional details, other regulations, and operating procedures are to be found in the *Academic Catalogue*, *The Key*, and the *Employee Handbook* (as noted by an asterisk). Each member of the Faculty should be familiar with and abide by the contents of these documents and keep them at hand for ready reference.

Changes in the *Handbook* may be proposed in writing by the President, the Dean of the Faculty, the Faculty, any committee of the Faculty, or any voting member of the Faculty (“voting members” as used herein shall mean faculty who are tenured or tenure-track or who have achieved the status of senior lecturer, or librarians with special faculty status), or by the Board of Trustees. Such changes must be approved by both the Faculty with notice and a two-thirds vote and the Board of Trustees. If there is disagreement between the Faculty and the Board, an ad hoc conference committee of three faculty members (elected at large by the Faculty) and three Board members, chaired by the Dean of the Faculty, without vote, will resolve the differences, with the mutual agreement of the Faculty and Board. In the event of a failure to agree, the current *Faculty Handbook* will stand. Changes made in the *Faculty Handbook* during any contract year will become effective on the first of July immediately following their approval by the Faculty and Board.

## II. ORGANIZATION OF THE COLLEGE

The College is governed by a self-perpetuating Board of Trustees. The names of the Trustees are listed in the current *Academic Catalogue*. The names of the administrative officers and the assignment of their responsibilities are listed in the *Employee Handbook*.

### A. Faculty Positions

1. Regular, full-time faculty appointments are to the ranks of Instructor, Assistant Professor, Associate Professor, and Professor. All persons appointed to these positions are eligible for tenure or are tenured. All are also appointed to a department, or departments, or programs of the College. All have a vote in general faculty meetings.
2. Special, part-time, and visiting appointments are to the following ranks:  
Lecturer: A title given one appointed on a semester or yearly contract to give a series of lectures or courses in a given professional field; appointee is not eligible for tenure.  
Visiting Assistant, Associate, or Full Professor: A full-time appointment, for no more than six years; appointee is not eligible for tenure.

Part-time appointments at the Assistant, Associate, or full Professor level: An open-ended appointment, with or without stipend, of a person of substantial professional calibre who is given a semester or yearly contract to teach a course or series of courses; appointee is not eligible for tenure.

Faculty members holding these special, part-time visiting appointments do not have a vote in general faculty meetings, except that the privilege to vote is granted to faculty members holding appointment as Senior Lecturer by virtue of length of service. (See III.D.)

Faculty members holding these special, part-time visiting appointments are eligible for fringe benefits if they teach at least 11 contact hours per year.

### B. Faculty Organization

Subject to the approval of the Trustees, or their committees, “the Faculty (i) shall have responsibility for the content, quality, and effectiveness of the curriculum, as well as requirements for entrance to and graduation from the College, (ii) shall have responsibility for the academic quality of any course work or credit recorded on the institution’s transcript, (iii) shall, through the President, recommend to the Board of Trustees those students upon whom it desires to confer degrees, (iv) shall have responsibility for establishing and recommending each year’s academic calendar to the Board of Trustees and (v) shall, in consultation with the President and Provost/Dean of the Faculty, develop such policies that protect academic freedom and contribute to the best possible environment for the Faculty to teach, pursue their scholarship, and participate in the College community.” (Bylaw Article XV, ¶ 4). In addition, “the Faculty shall have jurisdiction over all matters of discipline that

may result in a student's separation from the College, such separation being subject to final determination on appeal to the Executive Committee of the Trustees” (Bylaw Article XV, ¶ 5).

The Faculty meets on the second Monday in September and on the first Monday of each following month during the academic year to hear reports of committees and to take official actions (except for the regular May meeting, which, at the discretion of the President or the Dean of the Faculty, may take place on one of the last two Mondays of April). If the first Monday of a month coincides with fall break or spring break, then that month’s meeting of the Faculty will be held on the second Monday of the month. A quorum is defined as a majority of all voting members. Additional faculty meetings may be called when the President, the Dean of the Faculty, or the Faculty thinks a useful purpose would be served. If there is no objection by a faculty member, the President or the Dean of the Faculty may cancel a faculty meeting because of insufficient business or inclement weather. The President or his designee normally chairs all regular faculty meetings. If the chairman is absent or vacates the chair for any reason, the chair is taken temporarily by the next eligible officer, in the following order of priority: President, Dean of the Faculty, Associate Dean of the Faculty, Clerk of the Faculty. If the Clerk is absent, the chair will appoint a clerk *pro tempore*. The duration of faculty meetings cannot exceed one and one-half hours without a vote to suspend the rules. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern Faculty meetings in all cases to which they are applicable and in which they are not inconsistent with this Handbook or any special rules of order the Faculty may adopt. All full-time faculty members under regular appointment are eligible to vote. The privilege to vote is also granted to faculty members holding appointment as Senior Lecturer by virtue of length of service.

Special meetings may be called by the President or the Dean of the Faculty. Such meetings may also be called upon the written request of a quorum of the Faculty. One week’s written notice (except in cases of dire emergency) of any special meeting must be given. The notice must state the subject of the special meeting, and the business of the special meeting must be restricted to the stated subject.

1. Faculty Committees: The Faculty has organized itself into committees in order to expedite carrying out its responsibilities. The changes in membership of these committees and of other offices are determined each year at the regular April meeting of the Faculty, the special order for which shall be the elections for committee members and officers. Changes take effect on the first of July of that year. Additional committees, both standing and special, may be created by administrative or Faculty initiative, as circumstances require. Each faculty committee is to convene early in each new academic year for the purpose of organizing and setting the time for its meetings. The Chair should provide members with an agenda several days prior to each meeting, and the secretary should distribute copies of the minutes to each member (including the President and Dean of the Faculty, who are *ex officio* members of all faculty committees). In the event that a member of the faculty who serves on a faculty committee or as Clerk of the Faculty, or as representative to the Board of Trustees, the President's Council, or the NCAA should become unable to fulfill the duties of the position (by illness, resignation, or other

circumstance), the President of the College may appoint a substitute *pro tempore* until a special election can be held.

The standing committees of the Faculty are:

- a. Academic Affairs Committee: (The Committee may establish sub-committees and *ad hoc* committees for purpose definite to report to it. The three divisional representatives constitute the Executive Committee of the Faculty, which takes emergency actions on behalf of the Faculty and approves the minutes of regular May Faculty meetings and any special meetings held between the regular May meeting and the summer recess.)

Responsibilities: General educational policy, new academic programs and departments, curriculum and course approval, non-classroom educational resources (e.g., audiovisual materials, computer programs, library), remedial and study skills programs and the academic calendar. The Committee will also approve academic scheduling of class times on behalf of the faculty.

Membership:

3 faculty members, 1 elected from each division, by each division, for three-year staggered terms.

1 faculty member elected by the faculty and 1 faculty member appointed by the President for 2-year staggered terms.

1 student elected annually in the Spring by faculty members of the Committee.

Dean of the Faculty, *ex officio*.

(Chair to be elected annually from the ranks of the Faculty on the committee.)

Committees under the supervision of the Academic Affairs Committee:

- i. Honors Council:

Responsibilities: Recruitment of honors scholars; coordination of departmental honors for juniors and seniors; administration of a program of book seminars, lectures, and cultural events; administration of Introductory Honors Program; administration of the Honors Scholarship program.

Membership:

3 faculty members, one from each division, appointed by the Dean for three-year staggered terms.

2 students drawn from the ranks of honors scholars (one either a junior or senior, and one either a freshman or sophomore), appointed by the Dean of the Faculty on the recommendation of the Director of the Honors Program.

Director, appointed by the Dean of the Faculty from the ranks of the Faculty.

Dean of the Faculty, *ex officio*.

ii. Admissions and Financial Aid Committee:

Responsibilities: Supervision and implementation of the admissions and financial aid policy established by the Faculty.

Membership:

Dean of Admissions (Chair).

3 faculty members elected one each year, for three-year staggered terms, by the Faculty.

1 faculty member appointed annually by the President after the above election.

Dean of Students, *ex officio*

(The chair shall invite such other members of the Administration as shall be appropriate to sit in on meetings when needed.)

iii. Assessment Committee:

Responsibilities: Coordinating departmental and program assessments, recommending approaches to assessment to departments and programs, working with visiting assessment teams, and making recommendations on future assessment strategies to the Dean of the Faculty.

Membership:

3 faculty members, one from each division, elected by the division, for 3-year staggered terms.

Dean of the Faculty, *ex officio*.

1 faculty member appointed by the Dean of the Faculty for a 3-year term.

Chair, appointed by the Dean of the Faculty for a 3-year term.

iv. Health Sciences Committee:

Responsibilities: Advice and counsel for premedical and pre dental students; liaison with schools of dentistry, medicine, and osteopathic medicine; preparation of recommendations for applicants to such schools.

Membership:

4 faculty members, at least two of whom should represent the natural sciences, appointed by the President for four-year staggered terms.

(Chair appointed by the President from among the members.)

v. Human Research Review Committee:

Responsibilities: Review those research activities on human subjects that are described in the statutes of the Commonwealth of Virginia and Department of Health and Human Services federal regulations.

Membership:

- 3 faculty members (tenured or non-tenured), one from each division, appointed for three-year staggered terms by the Dean of the Faculty.
  - 1 student member, appointed for one year, by the Dean of Students.
  - 1 member of the College administration appointed for a three-year term by the President of the College.
  - 1 community member not otherwise associated with the College nor an immediate family member of a person associated with the College, appointed for a three-year term by the Dean of the Faculty.
- (Alternates appointed as necessary by the Dean of the Faculty.)  
Dean of the Faculty, *ex officio*.  
(Chair to be elected annually from the ranks of the Faculty on the committee.)

vi. International Studies Committee:

Responsibilities: Generation and evaluation of programs entailing foreign study, promotion of participation in such study, and screening applicants for foreign study.

Membership:

- 3 faculty members, one from each division, elected by the division, for three-year staggered terms.
  - 1 faculty member, elected by the faculty.
  - 1 faculty member appointed annually by the Dean of the Faculty.
- Director of International Studies, *ex officio*.  
Dean of the Faculty, *ex officio*.  
(Chair to be elected annually from within the committee.)

vii. Core Cultures Committee

Responsibilities: regular review of the Core Cultures courses and program; creation and/or review of proposals for changing the program structure or course content; coordinating training of new and current instructors in the program; drafting guides and policies for the administration of the program and delivery of the courses, which must be approved by a majority of the Core Cultures teaching faculty.

Membership:

- 3 faculty members from among the Core Cultures teaching faculty, one from each division, elected by the division for three-year staggered terms.



Director, appointed by the Dean of Faculty from the ranks of the faculty for a three-year term, who serves as the chair of the committee.  
Dean of the Faculty, *ex officio*.

viii. Wilson Center Faculty Advisory Committee

Responsibilities: Develop, consult and report on Wilson Center plans; attend meetings of the Board of Advisors as full participants in deliberations pertaining to academic matters. Faculty Advisory Committee Chair will have voting rights on the Wilson Center Board of Advisors.

Membership:

- 3 faculty members, one from each division, elected by the division for three-year staggered terms.
- 3 faculty members, one from each division, appointed by the Dean of the Faculty for three-year staggered terms.
- Director of the Wilson Center, *ex officio*.
- Dean of Students, *ex officio*.
- (Chair elected annually from among, and by, faculty committee members)

b. Faculty Affairs Committee:

Responsibilities: Faculty oversight of policies affecting the faculty, including the *Faculty Handbook* and nominations and election of committee members where needed.

Membership:

- 3 faculty members, one elected from each division, by each division, for three-year staggered terms.
- 3 faculty members from tenured faculty, one from each division, elected by the faculty, for three-year staggered terms.
- Dean of the Faculty, without vote.
- (Chair to be elected from among, and by, the elected committee members.)

Committees under the supervision of the Faculty Affairs Committee:

i. Promotion and Tenure Committee:

Responsibilities: Advice to the Dean of the Faculty on faculty hiring, promotion, and tenure.

Membership: (elected from tenured faculty)

- 3 faculty members, one elected from each division, by each division, for three-year staggered terms.
- 3 faculty members, one from each division, elected by the faculty, for three-year staggered terms.

(Chair to be elected from among, and by, the elected committee members.)

ii. Committee on Professional Development:

Responsibilities: Oversight of faculty research and development, including review of funded summer research and sabbaticals, development of general policy on support of faculty research, planning and implementation of faculty development programs, and advice to the Dean of the Faculty on the funding of faculty research, sabbaticals, and development.

Membership:

3 faculty members, one elected from each division, by each division, for three-year staggered terms.

3 faculty members from tenured faculty, one from each division, elected by the faculty, for three-year staggered terms.

Dean of the Faculty, *ex officio*.

(Chair to be elected annually from within the committee.)

iii. Gender Issues Committee:

Responsibilities: Review and make recommendation on concerns related to gender in the areas of college policy, curriculum, faculty evaluation, and cultural activities.

Membership:

3 faculty members (tenured or untenured), one elected from each division, by each division, for three-year staggered terms.

1 faculty member (tenured or untenured) elected by the faculty for a two-year term.

1 faculty member appointed by the Dean of the Faculty for a two-year term.

2 students appointed by the President of the College annually in the spring.

College Chaplain, *ex officio*

(Chair to be elected annually from the ranks of the Faculty on the committee.)

c. Student Affairs Committee:

Responsibilities: Review, explication, and recommendation of policies and regulations pertaining to student life, including athletics and recreation, community service, disciplinary procedures, religious life, housing, food services, counseling and career services, vehicular traffic, and other non-academic aspects of campus life.

Membership:

3 faculty members, one elected by the faculty each year for a three-year term. At least one member of the committee must be tenured.

President of the Student Body.

2 students appointed by the President of the College annually in the Spring.

Dean of Students, *ex officio*.

(Chair to be elected annually from the ranks of the Faculty on the committee.)

Committees under the supervision of the Student Affairs Committee:

i. Athletic Committee:

Responsibilities: Implementation of athletic activities policies established by the Faculty, oversight and review of varsity and intramural athletic programs, liaison between the Athletic Director and the Faculty.

Membership:

Athletic Director.

Dean of Students.

Faculty Athletic Representative to the NCAA.

Three additional faculty members, one elected by the faculty each year for a three-year term

1 student appointed by the President of the College each Spring.

(Chair to be elected annually from the ranks of the Faculty on the committee.)

ii. Lectures and Programs Committee:

Responsibilities: Planning, coordinating, and implementing the co-curricular program of intellectual, cultural, and aesthetic activities.

Membership:

3 faculty members, serving three-year staggered terms, 1 appointed by the President,

2 elected by the Faculty.

4 students chosen annually in the Spring by the Student Body President.

Dean of Students.

(Chair to be elected annually from the ranks of the Faculty on the committee.)

d. Budget-Audit Committee:

Responsibilities: Annual review and evaluation of the priorities reflected in the budget and the general fiscal condition of the College -- the findings to be reported to the Faculty, student body, and Trustees. The committee members will serve as the faculty representatives on the Budgeting/Planning Committee of the College.

Membership:

4 faculty members, one from each division and one from the faculty at large, elected by the faculty for four-year staggered terms.  
(Chair to be elected from within the committee.)

e. Committee for Faculty Appointments:

Responsibilities: Advise and make recommendations to the Dean of the Faculty on replacements at the time of retirements, resignations, and other departures; the addition of new continuing positions to established departments or programs; and the addition of a continuing position in an academic discipline, department, or program not presently represented in the curriculum.

Membership:

6 tenured faculty members, two from each of the three academic divisions: of the six members, three shall come from the Faculty Affairs Committee and three from the Academic Affairs Committee, appointed by the Dean of the Faculty. Except as hereinafter provided, the chairs of those Committees shall be members of the Committee on Faculty Appointments. Members of those committees who are untenured and those who belong to departments seeking to fill a position will be ineligible to serve. In those instances in which either the FAC or AAC has an insufficient number of members eligible to serve on the Committee, the Dean shall select a faculty member who is from the same division as the ineligible member and, if possible, who has served on the Committee within the past three years.

f. Faculty Grievance Committee.

Responsibilities: Hearing faculty grievances, including appeals of tenure, promotion, and hiring decisions; investigating and adjudicating complaints against faculty members or students that are made under the College's Sexual Misconduct Policy.

Membership: 9 tenured faculty, 3 from each division, elected by the Faculty as a whole.

Term of service: 3 year staggered terms.  
Administrative officers are not eligible to serve.  
(Chair to be elected from within the committee.)

g. Benefits Committee:

Responsibilities: Annual review of the benefits provided in employment contracts at the College. The committee members will serve as the faculty representatives to the College Benefits Committee.

Membership:

3 faculty members, one elected each year by the faculty for three-year

staggered terms.

1 faculty member appointed annually by the President after the above election.

2. Divisions and Departments: For the purpose of fostering the educational program, the faculty is divided into divisions and departments. This structure, *per se*, is not intended to inhibit the offering of courses in academic disciplines not listed or of courses of an interdisciplinary nature. The respective divisions and departments are as follows:

Humanities Division:	Natural Science & Mathematics Division:	Social Sciences Division:
Classics	Biology	Economics & Business
English	Chemistry	Government & Foreign Affairs
Fine Arts	Mathematics & Computer Science	History
Modern Languages	Physics & Astronomy	Psychology
Philosophy		Librarians with special faculty status
Religion		
Rhetoric		

- a. Division Business: Division business, as needed, including the calling and chairing of meetings for the election and nomination of committee members, is the responsibility of the faculty member elected to the Faculty Affairs Committee by the division.
- b. Department Business: The Chair of each department is appointed by the Dean of the Faculty and ratified by a vote of the department. This appointment shall be for a three-year term with reappointment possible. In the event that a department chair takes a leave, no longer than one year, an acting chair may be appointed to serve during his/her absence.

Each departmental Chair is to call and chair meetings of the department, to coordinate the budgeting and expending of departmental funds, to prepare teaching schedules for the department, to serve as a channel of communication between the department and the rest of the College, to participate in the appointment process for new members of the department, and to provide such other leadership as may enable the department of serve the College and the major effectively.

3. Clerk of the Faculty

Responsibilities: Records attendance, maintains expertise in parliamentary procedure, takes minutes at faculty meetings; and oversees archiving of the minutes.

Elected by the faculty from among its tenured members for a five-year renewable term.

### III. FACULTY PERSONNEL POLICY

#### Introduction

The following paragraphs set forth policies and procedures covering appointments, promotions, and tenure at Hampden-Sydney College. They are intended to ensure fair and equitable treatment of faculty members by the College, and to clarify what the College expects of its faculty and what the faculty can expect of the College. Monitoring the operation of these policies and procedures is the responsibility of the Faculty Affairs Committee.

#### A. Appointments

1. Responsibility for making faculty appointments, to full-time positions duly authorized by the Board, or to non-tenurable full-time positions funding for which is available under the then current budget, rests with the President of the College, who shall act with the advice of the Dean of the Faculty and the Promotion and Tenure Committee. All appointments to continuing positions require the approval of the Board of Trustees.
2. The precise terms and conditions of every appointment shall be stated in writing and be agreed to in writing by both the President and the faculty member before the appointment is binding. This agreement constitutes a Virginia contract. Annual letters governing salary shall be tendered to faculty members on or before April 15. Faculty members shall accept or decline such offers within thirty days, and failure to return a signed copy of the annual letter shall be interpreted as a resignation. Resignation by a faculty member after May 15, unless that member is released from his or her contract, will be considered a breach of contract. Changes in academic rank, tenure status, or administrative duties require the issuing of a new contract.
3. The first appointment for a new full-time regular faculty member will be for a term of from one to three academic years.
4. Notice of non-reappointment will be given: a) not later than March 1 of the first academic year of service; b) not later than December 15 of the second academic year of service; and c) at least twelve months before the expiration of an appointment after two or more years in the institution.

#### B. Additions to the Faculty

1. When seeking continuing faculty replacements at the time of retirements, resignations, and other departures, and when considering the addition of new continuing positions to established departments or programs, the Dean of the Faculty will seek advice and recommendation from the Committee for Faculty Appointments before submitting a recommendation to the President and Board of Trustees. The Dean of the Faculty will report the recommendation to the faculty before formal submission to the President and Board of Trustees.

2. When considering the addition of a continuing position in an academic discipline, department, or program not presently represented in the curriculum, the Dean will seek advice and recommendation from the Committee for Faculty Appointments, and will bring the proposal to the entire faculty for its recommendation.
3. Each April the Dean of the Faculty will convene the Committee for Faculty Appointments to make recommendations about hiring new faculty. With consideration to the overall needs of the College, the merits of all proposed positions by all departments and programs will be examined, whether those openings arise from vacancies or from an expansion of the faculty. The Dean may call the Committee together for additional sessions, if necessary.

The work of the Committee will be guided by the policies developed during the College's most recent Strategic Plan, subsequent curricular and staffing reviews, and recent decisions of campus and trustee bodies charged with long-range planning. At least two months in advance of the beginning of the Committee's deliberations, the Dean will solicit from department chairs projections for retirements likely to occur in the following three years and will call for an assessment by each department of its staffing needs. The Committee will be provided with copies of its recommendations for the previous two years. The Committee will gather data relevant to its decision and will consider both oral and written arguments from concerned departments. At the conclusion of its deliberations, the Committee will adopt formal recommendations, which the Dean will communicate to the President and the Board of Trustees.

4. The final responsibility for all faculty appointments rests with the President and Board of Trustees.

### C. Tenure and Promotion

The responsibility for making recommendations to the Board of Trustees for the granting of tenure and the making of promotions rests with the President of the College, who shall act upon the advice of the Dean of the Faculty and the Promotion and Tenure Committee.

Academic tenure of members of the faculty shall be governed by the principles presented in the Statement of Principles endorsed by the Association of American Colleges and American Association of University Professors in 1940, with interpretive comments through 1970 (See Appendix 1.)

1. Eligibility: Full-time teaching faculty members holding regular appointments are eligible for tenure. Those faculty members carrying the titles of Lecturer, Visiting Professor, and Adjunct Professor are not eligible for tenure. Tenured faculty members who become full-time administrators shall relinquish their academic tenure at the end of three consecutive full calendar years of administrative service, if they choose to continue as full-time administrators.

2. Tenure:

- a. The tenure decision for faculty in tenure-track positions is made in the sixth year. If the faculty member is granted tenure, he or she begins as a tenured faculty in the seventh year. If, however, the faculty member is not granted tenure, he or she may stay in his or her teaching position only one additional year. Up to three years of full-time teaching at another fully accredited institution of higher learning will be counted as part of the probationary period. The actual amount of credit given for previous teaching experience shall be stated in writing in the faculty member's initial contract, and updated in subsequent contracts issued during the probationary period. Normally, however, such credit for prior experience will be given only for full-time teaching experience that follows successful completion of work for the Ph.D., or other terminal degree. (The College reserves the right, also, to deny credit for prior experience that is not comparable to work at Hampden-Sydney, or for which thorough evaluation is unavailable.) The services of a full time faculty member who has not been granted tenure by the end of the probationary period shall be terminated, due notice to be given in accordance with the regulations set forth in Item 4 of the section on Appointments. The seven-year probationary period for part-time Hampden-Sydney faculty who become full-time faculty will include half of their part-time service up to a maximum of four years.
- b. Termination of appointments of a full-time faculty member with tenure shall be in accordance with the *1982 Recommended Institutional Regulations on Academic Freedom and Tenure* of the AAUP as most recently updated in 2013.
- c. Tenure-track faculty members will be evaluated during the second, fourth, and sixth years of the probationary period, except in the case of an adjusted evaluation schedule for those receiving credit for prior teaching experience as described above.

3. Promotion: An instructor will automatically be promoted to assistant professor upon earning a doctorate or other terminal degree acceptable to the Dean of the Faculty and the Faculty Affairs Committee.

An assistant professor will automatically be promoted to associate professor upon being granted tenure.

An associate professor may be promoted to professor after completion of seven years, of which three must be at Hampden-Sydney College, at the associate professor level. Promotion to professor shall not be a mere function of seniority but shall require evidence of major distinction and status in the criteria listed below, as recognized both internally and, in the case of competence in scholarly discipline, externally. An associate professor will become eligible for promotion to full professor after seven years at the associate professor level. Faculty will be notified before the end of the fall semester of the sixth year at the associate professor level that they can be reviewed during the next academic year, or in any future years (provided they have not been denied promotion to full professor in the past three years). Eligible associate professors who choose to be



reviewed for promotion in the next year will notify the Dean's Office no later than the end of the spring semester. If promotion to the rank of professor is denied, a new evaluation may be undertaken no sooner than in the third year after denial, except in those cases where unusual circumstances justify, in the judgment of the Promotion and Tenure Committee, an earlier evaluation.

4. Criteria: Reappointment, tenure, and promotion are not granted automatically for satisfactory performance during a given period of time. Rather, they are granted to those who have demonstrated their potential for long-term usefulness to the College. The granting of tenure, in particular, is tantamount to a "second hiring." Each candidate must make a strong positive case. The question is not whether there is a case against him/her but whether the case for him/her is strong enough to justify granting of tenure and/or promotion.

The criteria to be used when considering a faculty member for reappointment, tenure, or promotion are as follows, the headings being listed in order of their importance.

- a. Effectiveness in teaching. This quality may be judged on the basis of such factors as effectiveness in communication and counseling with students, effectiveness in involving students in creative scholarly work, quality of intellectual stimulation, effectiveness and consistency in evaluation of students, effectiveness in serving as an advisor to students, and soundness of instructional programs
- b. Competence in Scholarly Discipline. This quality may be judged on the basis of such factors as degrees earned, professional authorship or productive research and the quality of such work, active participation in professional societies and their meetings, and professional recognition and honors. Ongoing scholarly work is recognized as important because it is related to effective teaching; such work finds its expression in externally reviewed materials appropriate to the discipline. Most often these will be scholarly publications, but in some disciplines, presentations, performances, compositions, exhibits, textbooks or other materials may be suitable. A record of such ongoing work shall be required for the granting of tenure and for promotion.
- c. Effectiveness as a Faculty Member. This quality may be judged on the basis of such factors as committee work and general departmental duties as distinct from the organization of the professor's own courses.
- d. Participation in the College Community. This would be an evaluation of the professor's commitment to the College's purposes as demonstrated in daily life, informal relationships with the faculty and students, and general involvement in the continuing effort to improve the quality of College life.

Service in the context of the larger community would also be considered here, including involvement in local, state, or national public affairs, or private philanthropy.

5. Procedure:

- a. The Promotion and Tenure Committee will make its evaluation of those being considered for reappointment, tenure, and/or promotion, on the basis of the following information:
  - (1) The faculty member under consideration will be asked to submit materials covering such things as the development of course offerings, supervision of student research or independent study, professional publication, and involvement in professional societies. It is the responsibility of the candidate to ensure that a complete dossier of materials, including an up-to-date *vita*, is available at the beginning of the review process. The candidate will also submit a letter addressing the four criteria directly, and relating materials in his/her dossier directly to them.
  - (2) A sampling of student opinion in courses from at least two semesters immediately prior to the evaluation (normally the spring and fall semesters before the evaluation takes place) will be undertaken by the Promotion and Tenure Committee in order to determine student reactions to the professor's academic performance, but students and professor alike will be assured that the information secured in this way will be treated as confidential.
  - (3) The department chair will be asked to submit a letter giving a personal and professional estimate of the faculty member's teaching effectiveness and scholarly accomplishments. This estimate should also include an assessment of grading practices, rapport with students, and competence and effectiveness in course organization.
  - (4) Colleagues will be invited to make an evaluation of the faculty member by means of an appropriate questionnaire.
  - (5) The Dean of the Faculty will contribute to the candidate's dossier any materials from his own files that he may deem helpful to the Promotion and Tenure Committee in formulating its recommendation, including copies of letters of recommendation from the Promotion and Tenure Committee and the Dean in prior evaluations, memoranda of record prepared by the Dean during six-year reviews (see III.I.2.d.), letters of evaluation of tenure-track faculty during the probationary period submitted to the Dean by department chairmen, and any written comments submitted by the faculty member in response to any of these documents. Information on grades awarded by the faculty member will also be supplied to the Promotion and Tenure Committee. Candidates will be informed by the Dean of the content of this material. The Dean will also meet with the current year's candidates before they prepare their dossiers and advise them on materials they should include.

- b. On the basis of this information, and a possible conference with the faculty member, the Committee will prepare a summary letter of recommendation in which it attempts to evaluate the degree to which the faculty member meets each of the criteria listed in 4. above. This recommendation will be sent to the Dean of the Faculty, and copies will be sent to the faculty member and the President.
- (1) The Dean of the Faculty will assess the recommendation submitted by the Committee and shall, before arriving at his final decision, extend to the faculty member involved an invitation to a conference, at which time the nature of his recommendation shall be fully explored.
  - (2) Following this conference, the Dean of the Faculty shall make his recommendation to the President in writing, with a copy to the faculty member.
  - (3) As he contemplates his recommendation to the Board, the President shall have before him a recommendation from the Dean of the Faculty and the summary recommendation prepared by the Promotion and Tenure Committee. Should the President decide that he will not recommend a faculty member for reappointment, tenure, or promotion, he shall so inform the faculty member in question. On the request of the faculty member, the reasons for this decision will be stated in writing.
  - (4) Only affirmative recommendations of the President are directed to the Board of Trustees. The granting of tenure or promotion requires the approval of the Board. Should the Board refuse to approve the granting of tenure and/or promotion to a particular faculty member, the President shall so inform the faculty member in question. On the request of the faculty member, the reasons for this action will be stated in writing.
  - (5) When the evaluation procedure has been completed, final action taken on a particular case, and any appeals concluded, all evaluation material compiled by the committee bearing on the case shall be sealed, to be destroyed after three years (except that materials relevant to positive tenure decisions shall be retained until three years after the faculty member ceases to work for the College).

#### D. The Evaluation and Status of Part-Time Faculty

The teaching of each part-time faculty member will be evaluated by the Promotion and Tenure Committee and the Dean of the Faculty just prior to the completion of the first 24 contact hours of that faculty member's service. A positive evaluation will make the faculty member eligible for continuation as a part-time faculty member and for service on committees and as an academic adviser. A positive evaluation after the 24-hour review may result in a three-year contract assuring that the part-time faculty member will continue to be employed during the three-year period so long as enrollment requires the hiring of part-time

faculty members. Such contracts may be renewed for additional three-year periods contingent upon a positive evaluation during the final year of each three-year contract. If no three-year contract is in force, subsequent evaluations of the total service of a part-time faculty member will be performed at the end of the first 72 faculty contact hours of teaching and at the end of the first 144 faculty contact hours of teaching.

After having completed 144 semester hours of teaching, the part-time faculty member will be eligible for promotion to Senior Lecturer. Excellence in teaching shall be the primary reason for promotion, with consideration being given to other forms of service and to evidence of professional competence.

The following should be understood:

1. The base salary for part-time faculty members will normally be a fixed fraction of the College's starting salary for full-time faculty at the equivalent rank.
2. The salary for part-time faculty may be increased for merit above the part-time normal base, however, as a result of highly positive evaluations after the first 72 and first 144 faculty contact hours have been accumulated.
3. Part-time faculty members will be given first choice of appropriate part-time positions if they have received positive teaching evaluations and have shown a willingness to aid the College when called on. This commitment on the College's part does not apply to individual classes and does not imply in any way the granting of tenure. The College will not grant tenure to part-time faculty members.

E. The Evaluation of Non-Tenure-Track Full-Time Faculty (Term Contracts)

Each full-time faculty member holding a non-tenure-track appointment will be evaluated during the fall semester of that faculty member's second year of service. The criteria for such evaluation will be the faculty member's effectiveness in teaching and competence in scholarly discipline. Consideration will also be given (to a lesser degree and as applicable in each case) to the faculty member's service to department and college and to participation in the college community. A letter summarizing the committee's findings will be forwarded to the Dean of the Faculty and will become part of the faculty member's personnel record.

F. Appeal from Adverse Decisions

1. A faculty member who is denied reappointment, tenure, and/or promotion may secure an impartial review of the decision if he/she believes that (a) it results from improper procedure, or (b) rests on grounds which violate academic freedom or constitutional rights, or (c) is substantially arbitrary or capricious. The faculty members of the Grievance Committee shall constitute the review board. The burden of proof in an appeal rests with the appellant.

- a. The appeal shall be initiated by a letter addressed to the Grievance Committee requesting a review of the case and stating precisely the grounds for such an appeal.
  - b. The Promotion and Tenure Committee will make available to the Grievance Committee all information collected pertaining to the appellant.
  - c. At the appeal hearing before the Grievance Committee additional data relevant to the case, not originally made available to the Promotion and Tenure Committee, may be submitted and the appellant shall have the privilege of being accompanied by a colleague or colleagues.
  - d. Following the hearing, the Grievance Committee shall advise the President, Dean of the Faculty, and the faculty member of its conclusions.
  - e. The President shall then review the report of the faculty members of the Grievance Committee and notify the appellant of his decision. At his discretion the President may invite the aggrieved faculty member to a conference for a discussion of his action.
  - f. In the case of a negative decision, the faculty member shall have the right to appeal directly to the Board of Trustees, whose action shall be considered final.
2. An appellant may disqualify two members of the Grievance Committee if he or she believes that they are not wholly disinterested.. The disqualified members shall be removed, for the purposes of the case at hand only, and the remaining members of the Grievance Committee shall select five members of the committee to adjudicate the grievance.
  3. This appeal process must be initiated no later than ninety days after the date of the first official notice that the President will not be recommending the faculty member in question for reappointment, tenure, and/or promotion.

#### G. Academic Freedom

All members of the Faculty are entitled to academic freedom as defined in the 1940 Statement of Principles of Academic Freedom formulated by the Association of American Colleges and the American Association of University Professors together with interpretive comments through 1970. (See Appendix 1.)

#### H. Salary Determinations

The President in consultation with the Dean of the Faculty will determine the salary to be offered to each prospective new faculty member. The basis for this decision will be the credentials presented by the candidate, the current faculty pay scale, the needs of the College, and national salary trends in specific fields.

The President, again in consultation with the Dean of the Faculty, will determine the salary to be offered each faculty member for each succeeding year. An evaluation of a faculty member's performance obtained from colleagues and students may be consulted, provided the same type of evaluation is used in setting the salary for every faculty member. Faculty members may be rewarded for excellence by merit increases or encouraged to correct deficiencies through salary sanctions. The President and Dean of the Faculty upon request will discuss with the faculty the criteria to be employed in setting salaries and the relative importance of these criteria.

Each faculty member who feels he or she has grounds for dissatisfaction with his salary may use the grievance outlined in Section I below.

## I. Faculty Evaluation and Development

1. The guiding principles for the program of faculty evaluation and development at Hampden-Sydney College are these:
  - a. There will be regular and continuous collection of data relevant to faculty evaluation and development.
  - b. Faculty evaluation and development shall be directly tied to the development of the total instructional program of the College.
  - c. At regular intervals each faculty member is expected to participate in a systematic review of his or her own professional development and place in the continued development of the overall instructional program of the College.
  - d. Merit increases and sabbatical leaves shall be an integral part of a continuous faculty development program.
2. The following procedures are intended to implement these principles:
  - a. All faculty members are expected to use course evaluation instruments and other ways of identifying whether or not their contribution to our educational program is producing significant realization of intended goals. All faculty members are invited to develop additional means of identifying the strengths and weaknesses of their instructional program. Faculty members, singly and with appropriate colleagues, are expected to use this information as the basis for reinforcing identified strengths in their work and correcting, or mitigating, weaknesses.
  - b. All faculty members are expected to maintain their professional competence, contribute to the general intellectual vitality of the campus, and keep in touch with the range of liberal learning. In order to do this each faculty member shall have a personal program of study leading to appropriate research projects, the development of new intellectual interests, participation in departmental seminars, contribution to faculty forums, participation in professional meetings, and other such activities as

contribute to the professional development of faculty members within the goals of Hampden-Sydney College.

- c. The office of the Dean of the Faculty regularly collects evaluations of the work of faculty members by obtaining annual reports from department chairmen and chairmen of special programs (like Western Culture), conducting systematic interviews with graduating seniors, doing follow-up studies with alumni five years after they graduate, and by other such means.
- d. Post-Tenure Review
  - (1) Frequency of and Criteria for Review: Tenured professors and senior lecturers will undergo review every seven years. The criteria to be used when reviewing a faculty member are as follows:
    - (a) Effectiveness in teaching. This quality may be judged on the basis of such factors as effectiveness in communication and counseling with students, effectiveness in involving students in creative scholarly work, quality of intellectual stimulation, effectiveness and consistency in evaluation of students, effectiveness in serving as an advisor to students, and soundness of instructional programs.
    - (b) Competence in Scholarly Discipline. This quality may be judged on the basis of such factors as degrees earned, professional authorship or productive research and the quality of such work, active participation in professional societies and their meetings, and professional recognition and honors. Ongoing scholarly work, as appropriate to an individual's faculty position (e.g., senior lecturer, or associate professor, or full professor) is recognized as important because it is related to effective teaching; such work finds its expression in externally reviewed materials appropriate to the discipline. Most often these will be scholarly publications, but in some disciplines, presentations, performances, compositions, exhibits, textbooks or other materials may be suitable. A record of such ongoing work shall be required for the granting of a strong commendation.
    - (c) Effectiveness as a Faculty Member. This quality may be judged on the basis of such factors as committee work and general departmental or College-wide duties as distinct from the organization of the professor's own courses.
    - (d) Participation in the College Community. This would be an evaluation of the professor's commitment to the College's purposes as demonstrated in daily life, informal relationships with the faculty and students, and general involvement in the continuing

effort to improve the quality of College life. Service in the context of the larger community would also be considered here, including involvement in local, state, or national public affairs, or private philanthropy.

- (2) Procedure: The Promotion and Tenure Committee will make its evaluation on the basis of the following information and utilizing the procedures stipulated below:
- (a) The faculty member under consideration will be asked to submit materials covering such things as the development of course offerings, supervision of student research or independent study, professional publication, and involvement in professional societies since the last review. It is the responsibility of the candidate to ensure that a complete dossier of materials, including an up-to-date vita, is available at the beginning of the review process. The candidate will also submit a letter addressing the four criteria directly, and relating materials in his/her dossier directly to them.
  - (b) A sampling of student opinion in courses from at least two semesters immediately prior to the evaluation (normally the spring and fall semesters before the evaluation takes place), in which the response rate is at least 50%, will be undertaken by the Promotion and Tenure Committee in order to determine student reactions to the professor's academic performance, but students and professor alike will be assured that the information secured in this way will be treated as confidential.
  - (c) The Dean of the Faculty will contribute to the candidate's dossier any materials from the Dean's own files that may be helpful to the Promotion and Tenure Committee in formulating its recommendation, including copies of letters of recommendation from the Promotion and Tenure Committee and the Dean in prior evaluations, memoranda of record prepared by the Dean during previous reviews (see III.I.2.d.), letters of evaluation of tenure-track faculty during the probationary period submitted to the Dean by department chairs and any written comments submitted by the faculty member in response to any of these documents. Information on grades awarded by the faculty member will also be supplied to the Promotion and Tenure Committee. Candidates will be informed in writing by the Dean of the content of this material.
  - (d) On the basis of this information, and a possible conference with the faculty member, the Committee will prepare a summary letter of review in which it evaluates the degree to which the faculty member meets each of the criteria listed above. Following this evaluation the Promotion and Tenure Committee will prepare a summary highlighting that faculty member's current strengths and weaknesses.



This summary will be sent to the Dean of the Faculty and copies will be sent to the faculty member and the President. The Dean of the Faculty will use this summary to assist him or her in making decisions including but not limited to the candidate's eligibility for merit pay increases, the occupation of endowed chairs, course releases, overload teaching, travel funding, summer fellowship funding and sabbatical opportunities.

- (e) The Dean of the Faculty will assess the review submitted by the Committee and shall, before composing a memorandum of record, schedule a conference with the faculty member, at which time the nature of the faculty member's ongoing performance shall be fully explored. Special interests of the faculty member and special needs of the College are both taken into account.
- (f) The review process culminates in a memorandum of record prepared by the Dean of the Faculty including a summary judgment regarding that faculty member's continuing contribution to the College (e.g., strongly commended, commended, commended with reservations, or deficient) as well as the candidate's eligibility for merit pay increases and the occupation of named chairs. The expectation is that the majority of the faculty will receive commendation. If a faculty member is strongly commended the Dean of Faculty will identify specific commendable actions. If a faculty member is judged to be deficient the Dean of Faculty will identify specific deficiencies. Faculty members judged to be deficient may no longer be eligible for merit pay increases, the occupation of named chairs, overload teaching, course releases, travel funding, summer fellowship funding and sabbatical opportunities. The Dean of Faculty will inform such faculty members in writing of any specific actions that will be taken in the future if they fail to correct their deficiencies. These actions could range from withholding salary increases to initiating dismissal procedures necessary to relieve a tenured faculty member for cause. The time frame for remedying an identified deficiency may vary depending on the nature of the concern. For example, not-posting or not holding office hours is a concern that can be remedied immediately. Improving the quality of one's teaching might take one or more semesters.
- (g) Following this conference, the Dean of the Faculty shall submit the memorandum of record to the President, with a copy to the faculty member.
- (h) A faculty member who is judged to be deficient by the Dean of Faculty may secure an impartial review of the decision if he/she believes that (1) it results from improper procedure, or (2) rests on

grounds which violate academic freedom or constitutional rights, or (3) is substantially arbitrary or capricious. The faculty members of the Grievance Committee shall constitute the review board. The burden of proof in an appeal rests with the appellant.

- e. The year following the six-year review each faculty member is expected to take a sabbatical leave. Each person's sabbatical shall be used to realize some of the plans that had been developed during preceding six-year reviews. All faculty members are encouraged to obtain grants, fellowships, or visiting professorships to enable them to take a full-year sabbatical. In some cases, due to special circumstances, a sabbatical may be deferred for one or two years. In this case, a new six-year review cycle shall begin the year after a sabbatical. In the event a faculty member does not take a sabbatical leave within two years of the authorized date, the faculty member shall undergo an Evaluation and Development Review at the six-year anniversary of the last review. Should a faculty member take a leave of absence, not funded by the College, the time on leave shall be added to the time between normal six-year reviews.
- f. Since our pre-tenure reviews are, by their nature, both evaluative and developmental, untenured faculty will not undergo Faculty Evaluation and Development Reviews.
- g. If, in extreme cases, the College is faced with a situation in which the present abilities of a particular tenured faculty member are no longer needed, the College will fund a full-year sabbatical at full pay to enable the faculty member to retrain himself so as to be able to serve the College in another way, provided there is a need for such service. In the event that there is no need, or if the faculty member is not interested in such retraining, the College will fund a full-year leave at full pay, which shall be a terminal leave. Decisions in all such situations shall be made by the Board of Trustees, acting on recommendations from the President, Dean of the Faculty, and Faculty Affairs Committee. The Board of Trustees' decision in these matters will be final.

#### J. Grievance Procedure

If any faculty member believes that he or she has cause for grievance in any matter not covered by the procedures described in the foregoing paragraphs of the Faculty Personnel Policy (Section III.F.), in the Harassment and Discrimination Policy (Appendix 2), or in the Sexual Misconduct Policy (Appendix 3), he or she may petition the Chair of the Faculty Grievance Committee for redress. The petition shall set forth in detail the nature of the grievance and shall state against whom the grievance is directed. It shall contain all information that the Complainant deems pertinent to his or her case. If the Chair of the Grievance Committee is named in the petition, then the Complainant may petition any member of the Grievance Committee who is not named in the petition, to implement the procedure. The Complainant and the Respondent shall be informed the petition has been received, and each shall receive a copy of the petition. The Complainant and the Respondent will each have the option to excuse one member of the Grievance Committee. Prior to disclosure of the contents of the petition, the remaining members of the Grievance

Committee shall select five members of the committee to adjudicate the grievance. The members of the committee adjudicating the grievance will have the right to decide whether or not the grievance merits a detailed investigation. Submission of a petition does not guarantee a detailed investigation. The members of the committee adjudicating the grievance may seek to bring about a settlement of the issue that is mutually satisfactory to the Complainant and the Respondent. If, in the opinion of the members of the committee, such a settlement is not possible or not appropriate, they shall report their findings and any recommended course of action, to the Complainant, the Respondent, and the President of the College. The Complainant and the Respondent shall each be provided an opportunity, upon request, to present a case to the President. The President's decision on all matters of grievance is final. The Grievance Committee shall keep records of the petitions and their outcomes.

K. Shared Academic Appointments

Two faculty members may be appointed as a pair and at the same rank to a single tenure track position, provided that they are in the same department. Details of the contractual arrangement between the pair and the College will be determined by the pair and the Dean of the Faculty.

L. Emeritus(a) Faculty Status

The title of *Emeritus (a)* will be conferred by the Board of Trustees upon a member of the faculty who retires after having given distinguished service to Hampden-Sydney College for a period of time ordinarily not less than ten years. The title will be consistent with the rank at the time of retirement.

The Promotion and Tenure Committee will make a recommendation to the Dean of the Faculty that this title be awarded.

If a professor holds an endowed professorship or chair at the time of retirement, his or her emeritus title shall include the named professorship or chair as an honorific.

## IV. FACULTY BENEFITS

The following benefits, research support, and leave programs are available to all full-time faculty members as a part of their contracts. (In the context of employment benefits, *full-time* is defined as a teaching assignment of 11 contact hours or more per academic year or its equivalent.) Note: some benefits are subject to a one-year waiting period. See the sections “Employees Benefits” and “Leave Programs” of the *Employee Handbook* for details on the sections identified with an asterisk. Further information on all benefits and leave programs is available in the Office of Human Resources.

### A. Benefits

1. \*Medical Insurance: The College provides the opportunity for employees and their eligible dependents to participate in a group health plan. The College contributes no less than 50% of the premium. In the event of employment termination, the employee will be notified of his or her rights regarding the continuation of health insurance and the conversion plan under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
2. \*Dental Insurance: The College provides the opportunity for employees and their eligible dependents to participate in a group dental plan. The College contributes no less than 50% of the premium.
3. \*Flexible Spending Accounts: The College offers a pretax reimbursement account plan that allows employees to pay medical/dental/vision premiums on a before-tax basis and to set aside tax-free dollars in separate accounts to pay out-of-pocket medical, dental, and vision care expenses and dependent care expenses.
4. \*Group Life Insurance: The College pays for term life insurance for all full-time employees. This plan provides for waiver of premium payments if an employee becomes disabled up to age 70.
5. \*Long-Term Group Disability Insurance: The College pays the premiums for group long-term disability insurance for all full-time employees.
6. \*Employee Travel Insurance: The College pays the premiums for insurance coverage for accidental dismemberment or death for employees traveling on College business.
7. \*Social Security: The College, as mandated by federal law, participates in the Federal Social Security Program.
8. \*Workers’ Compensation: The College pays the full cost of Workers’ Compensation Insurance, which provides all employees with financial protection in the event of a disabling injury or illness that occurs on the job.

9. \*Unemployment Insurance: The College pays the full cost of unemployment insurance, which provides income to those who become temporarily unemployed through no fault of their own.
10. \*Retirement Plan: The College provides the opportunity to participate in a defined contribution plan governed by Section 403(b) of the Internal Revenue Code. The College contributes no less than 8.5% of the employee's base salary to this plan. Participation in the plan is not mandatory.
11. \*Education Benefits: The College, recognizing the educational and professional development needs of its employees, spouses, and dependent children, provides the following programs: tuition remission for study at the College for employees, spouses, and dependents; and, for eligible dependent children, the opportunity to participate in a tuition exchange program with certain other colleges; and partial tuition support for study at other accredited colleges and universities.
12. Phased Retirement Program: Tenured faculty have the option, after age 60 of (1) for a maximum of three years, teaching four courses per year for two-thirds salary, or (2) for a maximum of two years, teaching four courses per year for full salary, with retirement effective at the conclusion of the phased retirement period.

Librarians with special faculty status who have been successfully reviewed for continuing appointment are eligible to participate in the phased retirement options described above. However, in place of the four per year teaching load, a comparable reduction in contractual workload, appropriate to the individual and the needs of the library, will be arranged by the Director of the Library with the individual librarian. The reduced load arrangement requires the approval of the Dean of the Faculty.

Participants in the phased retirement program are covered by the following fringe benefits: health insurance (at cost computed on actual income level), disability, education, life insurance (at full salary level), contribution to the retirement plan based on the actual salary received and at the then current rate, and all other benefits except eligibility for sabbatical leave. Participation in the phased retirement program must be separated from a previous sabbatical leave by one full academic year. Salary received under this plan is fully subject to tax. Election of a phased retirement program should ordinarily be made by October 31st of the academic year prior to participation. Such election is irrevocable.

Participation in the phased retirement program requires approval of the Dean and of the individual's department; such participation will not be unreasonably withheld or postponed.

13. \*Personal Computer Benefits: See Personal Computer Benefits, *Employee Handbook*.

## B. Research Support and Leaves

1. Sabbatical Leave Program: Any tenured member of the faculty above the rank of instructor who has served six years or more as a full-time member of the teaching staff is eligible for a sabbatical leave to carry on activities which will enable him or her to be a more effective faculty member.
  - a. Sabbatical leaves must be separated by at least six years or more of full-time teaching service at the College.
  - b. Requests for sabbatical leave, including a detailed outline of the proposed project and a statement from the department Chair relative to the manner in which the faculty member's responsibilities will be assumed during his or her absence, should be made to the Dean of the Faculty in the fall semester of the year preceding the proposed sabbatical. The granting of such leave is the decision of the President upon the advice of the Dean of the Faculty and with the counsel of the Committee on Professional Development.
  - c. Sabbatical leaves are normally for one semester at full salary, or two semesters at half salary.
  - d. It is expected that the recipient of a sabbatical leave will:
    - (i) Accept no major teaching responsibilities at another institution, i.e., over half-time for those on a full-year leave.
    - (ii) Return to the College for at least one full academic year following completion of the leave. If the faculty member for any reason elects not to return to his or her position, the faculty member shall be obligated to refund to the College salary and other payments (travel or moving expenses, e.g. received by the faculty member during the leave). Repayment of the sabbatical remuneration is due upon demand by the College, unless special arrangements agreeable to the Vice President for Business Affairs and Finance have been made. Such arrangements will include a repayment schedule extending no more than three years from the end of the sabbatical leave and the charging of interest at a rate comparable to local commercial rates.
    - (iii) Submit, within three months after completion of the leave, a report on his or her project to the President of the College, the Dean of the Faculty, and the Committee on Professional Development.
    - (iv) Recipients of certain prestigious and significant teaching appointments or research opportunities (e.g., Fulbright teaching fellowships) may be exempted from the prohibition of major teaching responsibilities during sabbatical leave. This exemption may be granted by the Dean of the Faculty with the counsel of the Committee on Professional Development. If the recipient of such a fellowship

elects to take a leave of absence rather than a sabbatical, the faculty member may request additional financial support to supplement the fellowship grant, up to a maximum level equal to one quarter of the individual's current salary. The total salary compensation from the fellowship and from the College's supplement shall not exceed the individual's current salary. The College's contributions for health insurance and retirement will continue in effect during this leave. Such additional support should be requested by formal application to the Dean of the Faculty and may be approved by the Dean with the counsel of the Committee on Professional Development. A leave of absence for which supplementary funding is received should be separated from a prior or subsequent sabbatical leave by at least two academic years, and the waiting period for the next scheduled sabbatical will be increased by one year. Recipients of sabbatical leaves and leaves of absence under this section are subject to the same obligation of returning to the College following the leave, or, upon failure to return, of reimbursing the College for funds received as that described earlier under the Sabbatical Leave Program.

- e. Remuneration and fringe benefits during the sabbatical leave are as follows:
    - (i) Salary: full for one semester, or half salary for the academic year, at the election of the faculty member involved.
    - (ii) Retirement premiums: continued on the basis of full annual salary in effect at the start of the sabbatical.
    - (iii) Social Security: continued during the sabbatical.
    - (iv) Medical insurance: continued on the same basis as was in effect at the start of the sabbatical.
    - (v) College housing: may continue to pay rent or release to the College for rental.
    - (vi) Life insurance and disability: continue during the sabbatical.
    - (vii) Flexible Spending Account: may continue in this plan during sabbatical.
  - f. Time spent on a sabbatical leave may count toward the time that an Associate Professor must wait before being considered for promotion if leave activities are closely related to professorial duties and if the Dean of the Faculty agrees in writing before the leave begins.
2. Summer Stipends: The College annually designates funds to be used in support of faculty research and development. These funds allow for summer stipends in support of faculty activities including research, writing, and program development. The Dean of the Faculty administers these funds with the guidance of the Committee on Professional Development.

3. Faculty Disability Leave Policy: A full-time faculty member who is unable to work for a period of time because of a short-term disability resulting from a non-work related illness or serious medical condition is entitled to a continuation of his or her base salary from the first day of illness or disability for a period of up to six (6) months.

If the short-term disability exceeds ten (10) days during which classes are in session, or if a disability resulting from childbirth exceeds six (6) weeks from the date of birth, the College reserves the right to request a certification from a health care provider that the faculty member is unable to work during the time period and/or that the faculty member is unable to return to work following the disability. The College reserves the right at its expense to secure a second medical opinion from a health care provider of its choice to review the nature of the disability and/or the requested period of absence. In the case of a disagreement as to the nature and extent of the disability, a third medical opinion may be sought at the College's expense from a health care provider mutually agreed upon by the College and the faculty member, in which event the third medical opinion shall be conclusive. The faculty member must notify the Dean of the Faculty as soon as possible after the injury occurs or the medical condition is confirmed, with written notice to follow as soon as possible. In the case of anticipated childbirth, the faculty member must notify the Dean of the Faculty as soon as possible after the pregnancy is confirmed in order to arrange for medical leave.

The Dean of the Faculty, in consultation with the faculty member's department, will ensure that adequate coverage is provided for classes during the period of leave. If such leave is foreseeable and the faculty member is anticipating missing more than ten (10) days during which classes are in session, the College will normally relieve the faculty member from his or her classroom duties for the semester and any succeeding semesters in which the faculty member is anticipated to be absent ten (10) or more days during which classes are in session. If such absences occur, the semester during which the short-term disability leave takes place shall normally be considered a three-course semester and the faculty member will be expected to resume non-classroom duties, including advising, committee work, directing independent study, course preparation, pedagogical research, scholarship and other duties which faculty members typically carry out beyond the classroom (when medically capable) and return to classroom duties the next semester. Based on consultation between the Dean of the Faculty and the faculty member, non-classroom duties may also include special research and planning projects of a professional nature.

In cases where the disability is anticipated by reason of childbirth and the due date of birth falls within six (6) weeks of the beginning of the fall semester or during the fall semester up until Thanksgiving, the Dean of the Faculty will excuse the faculty member from classroom duties for the fall semester. When the due date falls after Thanksgiving or during the spring semester, the faculty member normally will be expected to teach her usual fall course load for fall course assignments and be excused from classroom duties during the spring semester. If the due date is in the fall semester, but after Thanksgiving, the faculty member may schedule some classes early in the fall term in anticipation of possibly missing classes late in the term. The Dean of the Faculty will work with the department and the faculty member to ensure that classes are covered and examinations are given in accordance with the schedule of the College.



At the request of the faculty member taking any disability leave as provided by this policy, a one-year delay in evaluation for tenure and promotion will be granted. A female faculty member may take more than the twelve (12) weeks of leave mandated by the Family and Medical Leave Act and the College's Family and Medical Leave Policy, following the birth of a child, if the faculty member's medical condition warrants the additional leave. A faculty member may also be entitled to additional unpaid leave to the extent permitted by the College's Family and Medical Leave of Absence Policy applicable to all eligible employees. For disabilities extending beyond six (6) months, the College's Long Term Disability Leave Policy will apply.

Hampden-Sydney College, under the auspices of the Family Medical Leave Act (FMLA) and College leave programs, reserves the right to authorize leaves of absence on an intermittent or part-time basis as well as reduced teaching loads.

Nothing in this Short-Term Disability Policy diminishes the rights of an eligible employee to benefits provided by the Family and Medical Leave Act of 1993. Information on these benefits may be obtained from the Director of Human Resources.

4. Personal Leaves of Absence: Personal leaves of absence, in no way connected with a sabbatical leave, are arranged between the staff member concerned and the President of the College, or in certain cases set forth in the following sentence, the Trustees. Leaves of not more than one week may be approved by the President; of more than one week and less than one academic year, by the Executive Committee of the Board of Trustees; of one academic year or more, by the Trustees. In no case may leaves of absence be extended to more than two consecutive years.
  - a. Salary and fringe benefits during leaves of absence are as follows:
    - (i) Salary: discontinued at the start of the leave.
    - (ii) Retirement premiums: discontinued at the start of the leave.
    - (iii) Social Security: discontinued at the start of the leave.
    - (iv) Medical insurance: continued on the same basis as was in effect at the start of the leave, provided the participant elects to pay the entire premium personally via COBRA.
    - (v) College housing: may continue to pay rent or release to the College for rental.
    - (vi) Life and disability insurance: discontinued at the start of the leave.
    - (vii) Flexible Spending Account: not available during leave of absence.

- b. Time spent on leave of absence may count toward time one must wait before being considered for tenure or promotion if the leave activities are closely related to professorial duties and if the Dean of the Faculty agrees in writing before the leave begins.
  - c. All benefits are restored when the staff member resumes working full time at the College in accordance with any time requirements imposed by the College's insurance policies currently in effect.
5. \*Bereavement Leave: See Leave Programs, *Employee Handbook*.
  6. \*Firefighting Leave: See Leave Programs, *Employee Handbook*.
  7. \*Jury Duty Leave: See Leave Programs, *Employee Handbook*.
  8. \*Court Appearance Leave: See Leave Programs, *Employee Handbook*.
  9. \*Voting Leave: See Leave Programs, *Employee Handbook*.
  10. \*Family and Medical Leave of Absence: See Leave Programs, *Employee Handbook*.
  11. \*Military Duty Leave: See Leave Programs, *Employee Handbook*.
  12. \*Military Reserve Duty Leave: See Leave Programs, *Employee Handbook*.

## V. FACULTY RESPONSIBILITIES

### A. Introduction

The primary duty of the faculty member is to teach and to prepare for the classroom experience. Faculty responsibilities, therefore, cannot be reduced to the formalities of teaching, advising, and committee assignments. Every faculty member is responsible for effective instruction and judicious evaluation of student work. Courses should be designed so that a student of average collegiate ability will need to do two hours of work a week, in addition to class time, for each semester hour of credit. Faculty members are also expected to support an educational environment which stimulates inquiry and a shared sense of responsibility for the education of a "whole man." The College expects this concern to be evident in personal relationships with colleagues, students, administrators, and staff.

The Bylaws of the College specify that "all teaching personnel are expected to be present for duty throughout the academic year, the academic year to include the week preceding the formal opening of the College and the three days following commencement day. Requests for leave of absence of not more than one week shall be made to the President; of more than one week and less than one year, to the Executive Committee of the Trustees; of one year or over, to the Trustees."

For purposes of compensation and workload calculation, the full-time academic work year shall consist of 38 weeks.

### B. Teaching Work Loads and Assignments

#### 1. Normal Work Load for Tenured and Tenure-Track Faculty Members:

The duties of faculty members are many and varied. Teaching is the foremost responsibility of a faculty member: teaching and its related activities are expected to represent the largest investment of faculty time and effort. Scholarly, scientific, artistic, and other professional development activities, and service to the campus and wider communities also require significant portions of faculty time. Individual work assignments should assure that faculty members meet their professional and community obligations while keeping teaching primary. The teaching load for tenured and tenure-track faculty members is normally between 21 and 24 contact hours each year. Whenever possible, the number of individual course preparations will not exceed three per semester.

A 21 contact hour teaching assignment recognizes the intense engagement of all faculty members in their classes, scholarly, scientific, and artistic activity, and service obligations. 21 contact hour teaching assignments may not be possible in departments in which upper-level classes have very small enrollments, or where there are only a small number of students majoring in the subject. In such cases, the Dean of the Faculty may make 24 contact hour teaching assignments to maintain a balance in the work loads of

faculty members in all departments. Section B.3.b. below outlines other instances in which faculty members may be assigned 24 contact hour teaching responsibilities.

2. Duties Related to Teaching:

- a. Course Preparation: Faculty members spend significant time upon course preparation, including the marking of papers and tests; moreover, faculty members typically are expected to devote six or more hours a week to office hours, conferences, and tutorials with students. The amount of course preparation varies with the experience of the instructor and whether the course is a new or a repeated offering.
- b. Responsibilities Beyond the Classroom: In addition to classroom teaching, faculty members are expected to carry out a variety of duties, including many of the following: advising students; advising student organizations; accompanying students on field trips and other excursions of an educational nature, including attendance at professional meetings; directing independent study and research projects; supervising honors theses; supervising academic year and summer research projects; otherwise engaging in a significant amount of teaching that takes place outside the usual boundaries of the classroom; taking part in tutorials as well as conferences with students, and occasionally meeting with students' parents; writing letters of recommendation; and performing other duties appropriate to the professional demands occasioned by the career of teacher-scholar.
- c. Professional Life: Because of the need to remain current in one's field, a faculty member's engagement in scholarly, scientific, or artistic activity is next in importance to teaching. As the Faculty Handbook states in section III.I.2.b., all faculty members are expected to maintain their professional competence, contribute to the general intellectual vitality of the campus, and keep in touch with the range of liberal learning. In order to meet these goals, each faculty member is expected to have a personal program of study leading to appropriate research projects, some of which may lead to publication, as well as the development of new intellectual interests; also expected are participation in department seminars, contribution to faculty forums, participation in professional meetings, and other such activities as contribute to the professional development of faculty members within the goals of the College. Preferably, such professional activity is judged competent by peer evaluation; also highly desirable are activities that engage students in research of the kind that may be presented at professional conferences, or occasionally in scholarly publications.
- d. Service: In the normal course of events, every faculty member is expected to serve on departmental and College committees, as well as to chair such committees from time to time. Indeed nearly all faculty members are expected to fill a term as department chair on a rotating basis. Such obligations are annual in

nature, although the precise departmental or College duties could vary from year to year.

3. Assigning Teaching Responsibilities:

- a. Teaching assignments are made by the Dean of the Faculty within the guidelines of the Faculty Handbook and previous College practice. Deviations from the standard teaching assignment for administrative, scholarly, and other purposes must be approved by the Dean of the Faculty. The Dean, with the active assistance of department chairs, will maintain a record of all teaching assignments, including all deviations from the standard.
- b. At least once a year, the Dean of the Faculty will review the individual work assignments of faculty members to assure that their non-teaching responsibilities do not adversely affect the quality of their teaching. In some cases, the Provost and the appropriate department chair may take appropriate measures to reduce the faculty member's non-teaching responsibilities, or to create a more suitable balance in the faculty member's commitment to teaching, professional activity, and service.

After a six-year cycle of annual reviews of faculty work, the Dean of the Faculty may assign a schedule of up to 24 contact hours to faculty members if their performance in the activities described in section 2.a, b, c, and d above do not qualify them for continuation of the 21 contact hour schedule. In all such cases, the Provost will act after seeking the advice and recommendation of the department Chair and the Faculty Affairs Committee.

4. Reductions in Teaching Assignments:

The Dean of the Faculty will consider reducing a faculty member's teaching assignment in cases in which the weight of non-teaching responsibilities is excessive and unavoidable. Factors to be considered in such reductions are the nature and complexity of the non-teaching or administrative assignments, the demands of a leadership role, and the importance of the task. For instance, Associate Deans are given reduced teaching assignments, as are the Directors of the Honors and Rhetoric Programs. Normally, committee service alone will not qualify faculty members for reduced teaching assignments.

C. Miscellaneous

1. Classroom Policies: At the beginning of a course, faculty members are expected to inform students about format, attendance policies, and basis of evaluation. Modification of format and/or basis of evaluation should only be for specific reasons and with the concurrence of the students involved. Major full-period tests should not ordinarily be scheduled during the final 5 days of classes. Except when they constitute the majority of the grade, research papers ordinarily should be due before the final 5 days of classes.

Final examinations may be given only during the regularly scheduled examination period. In view of the Honor Code's prohibition of giving or receiving aid without the consent of the professor on tests, quizzes, assignments, or examinations, the professor should make clear when help may and may not be given or received

2. **Absence from Work:** All faculty members are expected to meet their classes regularly and promptly. In case of illness or absence from the campus for professional reasons, the Dean of the Faculty should be notified. It is the responsibility of the professor to arrange for someone to conduct the class, or for some other substitute function or meeting which will be equivalent to the class missed, when possible.
3. **Inclement Weather:** The College rarely closes academically because of inclement weather. In the event of dangerous weather conditions, if safety concerns warrant closure, the President may declare the College closed academically. All classes and other academic activities scheduled during this period will be cancelled. Notice will be given through designated radio and television stations and the College's ENS, Emergency Notification System. During periods of less severe conditions or when the College is closed only administratively, any professor prevented from meeting their scheduled classes should get word to the Dean's office or the President's office or the College switchboard and then may reschedule missed classes.
4. **Academic Convocations:** All faculty members and librarians with faculty status are expected to participate in formal convocations, wearing academic regalia when appropriate. Faculty members and librarians must provide their own gowns, hoods, and caps. They may rent them through the Office of the Dean of the Faculty. Librarians with faculty status will march at formal convocations (including but not limited to Commencement, Fall Convocation, and Spring Convocation) according to rank and length of service—the Library Director marching with professors, librarians who hold continuing appointment with associate professors, and librarians without continuing appointment with assistant professors.
5. **Attendance at Meetings:** All faculty members are expected to participate in all the meetings of committees, departments, and divisions to which they belong, and of the whole faculty. A faculty member who anticipates absence from one of these meetings should inform the individual who will chair the meeting.
6. **Deficiency Reports:** Deficiency reports—notices of unsatisfactory work—are requested from professors once each semester. Grades below C should be reported. Collated reports are sent to the students, their advisers, and to the parents of freshmen and first-semester sophomores.
7. **Grade Reports:** Semester grades are due in the Office of the Registrar promptly after the final examination, normally within 24 hours but in no case more than 48 hours after the end of the last scheduled examination period. (The deadline for submission of spring semester grades for seniors may be set at an earlier time to allow for certification of potential graduates.)

8. Office Hours: All faculty members are expected to establish office hours, distributed across the week, and post them on office doors. The offices of the Dean of the Faculty and the Office of the Registrar should be informed of the hours selected and other times when the faculty member is available for consultation.
9. Copyrights and Patents: All members of the faculty are free to publish papers, pamphlets, and books, and to enter into contracts to secure copyrights and patents. If a discovery or invention results from investigations which make use of normal facilities provided by the College, the College reserves the right to ten percent of the net profits which the discovery or invention may earn. If, in addition, the College provides specific support for work leading to a publication, discovery or invention—such as released time, summer stipends, or equipment exceeding \$500 in value—the College's share of any net profits may be greater, as specified in writing at the time such support is authorized.
10. Subvention of Publication: On recommendation by the Committee on Professional Development, the College may grant to a faculty member, in subvention of publication, ninety percent of the author's contribution. The criterion will be whether the proposed publication, as a contribution to knowledge, is likely to reflect credit on the College; on this point the committee may seek the advice of an outside referee not previously associated either with the College or with the author. Conditions on such grants are as follows:
  - a. The name of the College is to appear in the publication.
  - b. The College is to be repaid the amount of the grant without interest from the first royalties or other proceeds that may result; and, to this end, the author's contract, if any, with the publisher shall provide for such payment to be made directly to the College.
11. Consulting and Other Extramural Activities: Consulting and other extramural remunerative opportunities are in order, and encouraged, when they provide for the exercise and development of professional competence. However, such consulting and other work may not exceed an average of one day per week, and must not interfere with the effectiveness of teaching and on-campus service. Before undertaking any such task, a written report describing briefly what is entailed and the approximate time involved must be provided to and approved by the Dean of the Faculty and the appropriate department Chair. At the end of the year a brief summary indicating actual accomplishments and evaluating the experience should also be directed to the Dean of the Faculty and the appropriate department Chair.

## VI. STUDENT AFFAIRS

### The Honor System

1. Intellectual honesty and personal integrity are taught at Hampden-Sydney chiefly through the Honor System, and the heart of that system is responsibility, on the part of both students and professors. Specifically, faculty members are responsible for educating students in the meaning of honor. More than just a code, the Honor System defines the integrity of Hampden-Sydney College. Any student who violates the code is subject to suspension or expulsion.

A. Infractions of the Honor Code include the following:

1. Cheating (giving or receiving aid, without the specific consent of the professor, on tests, quizzes, examinations, or assignments).
2. Plagiarism (presenting as one's own the writing or work of others).
3. Lying.
4. Stealing.
5. Forgery.
6. Intentionally passing a bad check.
7. Failure to report Honor Code violations.
8. Knowingly furnishing false information to the College.
9. Alteration or use of College documents or instruments of identification with intent to defraud.

The Honor Code is not bound by the limits of the campus but applies to students wherever they may be at any time.

B. Whenever an assignment is made, the professor should make certain, even to the point of exaggeration, that the student understands the conditions under which the work is to be performed. On quizzes, tests, and examinations taken in the classroom and on pledged work completed outside the classroom, the student should be required to write out and sign the pledge. On all work completed outside the classroom the student should understand whether or not he may use reference material or consult with other students.

If the professor does not wish the quiz or test to be discussed after it has been completed, he should require that the student sign a non-disclosure pledge in addition to the regular pledge.



For example, if the professor desires to give the same test to another class or to give a test early to a student for a legitimate reason, a non-disclosure pledge would be in order. The Student Government has requested that non-disclosure pledges not be extended for more than two days and that the professor specify the exact time at which the pledge ends. It is also requested that no semester examinations be made non-disclosure.

C. Reporting a Suspected Breach of the Honor Code

All suspected Honor Code violations should be reported to the President of the Student Government immediately. If the President of Student Government cannot be reached directly, the Dean of Students should be contacted, who will have the President of Student Government respond appropriately.

It is considered inappropriate for faculty members to handle suspected Honor Code violations on their own. Adjustment of a grade, for instance, is not sufficient penalty for a breach of the Honor Code and is unfair to other students judged under the more stringent standards of the Honor System.

D. Honor Code accusations and proceedings must be confidential and conducted in accordance with the applicable provisions of the Key. Exoneration of a student clears his name, and there is no mention of the case in his permanent record.

2. A. The Faculty may transfer to the Student Government some or all of its jurisdiction over matters of discipline that may result in a student's separation from the College, such jurisdiction being granted to the Faculty under Article XV of the College's By-Laws. All procedures, rules and regulations of the Student Government in administering and adjudicating such matters so delegated to it by the Faculty shall be approved by the Faculty. Any action of the Student Government in such matters shall be promptly reported to the President, who shall so advise the Faculty.
- B. Any student suspended or expelled by the Student Government under this Article shall have the right of appeal. All appeals shall be made first directly to the Faculty. Appeals to the Faculty shall be heard by the Appeals Committee of the Faculty. The Appeals Committee of the Faculty shall include no more than two (2) student upperclassmen appointed by the Appeals Committee of the Faculty.
- C. On an adverse decision of the Faculty Appeals Committee, the student shall then have the right of appeal to the Executive Committee of the Board of Trustees.

## VII. LIBRARIANS

### A. Status

Special Faculty Status is granted to those in full-time library positions recommended for such status by the Director of the Library and approved by the Faculty Affairs Committee, subject to review by the President and the Board of Trustees. Such status includes a vote in faculty meetings, opportunity for leaves with pay, eligibility for membership on faculty committees, and consideration for continuing appointment in accordance with a procedure similar to that employed for granting tenure. Such consideration will be undertaken in the sixth year of employment. Currently, the positions of Director of the Library, Catalogue Librarian, Instructional Technologist, Media Librarian, and Public Services Librarian carry Special Faculty Status.

### B. Terms of Service

Librarians in positions that carry Special Faculty Status are appointed initially to a term not to exceed one year. Annual reappointments may follow, and the College will attempt to provide six months' notification if an appointment is not to be renewed.

Librarians with special faculty status will be evaluated during each of their third and sixth years with respect to performance; a successful sixth-year review will result in a continuing appointment. Librarians on continuing appointment will be provided one year's notice should the College wish to terminate their service. Such termination will be for "cause": financial exigency, discontinuation of a program or office, administrative reorganization, physical or mental incapacity of the individual, or unsatisfactory performance. Individuals terminated from a continuing appointment may appeal their case in the same way that a faculty member denied tenure or promotion may appeal.

Librarians will receive the same fringe benefits that faculty members receive. Librarians on continuing appointments may apply for leaves of absence with pay for a duration not to exceed one semester. Applications will be reviewed by the head of their department, the Dean of the Faculty, and the President, on the basis of the contribution the leave is expected to make to the individual's professional development and future service to the College. A leave can be granted only if no replacement is required.

### C. Criteria for Evaluation

A continuing appointment is not granted a librarian merely for satisfactory performance over a given period of time. Such appointments are granted only to those who have demonstrated their considerable value to Hampden-Sydney College and its stated goals. A candidate must make a strong positive case for a continuing appointment; the question is not whether there is a case against him/her, but whether the case is strong enough to justify granting a continuing appointment.

The criteria to be employed when considering a librarian for a continuing appointment are as follows, listed in order of importance:

1. Effective librarianship: Proficiency may be judged on the basis of such factors as performance of assigned duties in the library, service as a librarian to faculty members and students, initiative in improving such services, and assistance to the College in its instructional role connected with library use by students or faculty.
2. Administrative assignments: Included here are work on College committees, such administrative assignments as may be made by the Dean of the Faculty, effectiveness in budget management and personnel matters, and diligence in strengthening the role of the library in the academic community.
3. Professional activities: These may be judged by attendance at professional meetings, presentation of papers, publication, and demonstrated awareness of new developments in the field of library management and service.
4. Participation in the College community: This would be an evaluation of a librarian's commitment to the College's purposes as demonstrated in daily life, informal relationships with the faculty and students, and general involvement in the continuing effort to improve the quality of College life. Service in the context of the larger community would also be considered here, including involvement in local, state, or national public affairs, or private philanthropy.

D. Procedures for Evaluation

1. The Promotion and Tenure Committee will make an evaluation of librarians being considered for continuing appointment on the basis of the following information:
  - a. The librarian under consideration will be asked to submit any and all materials that he/she thinks will be of aid to the committee in reaching a recommendation. This material should directly address the criteria given above, and should include information on librarianship, possible teaching or instructional duties, administrative assignments, possible committee service, professional activities, and participation in the College community. The librarian will also be asked to submit a summary letter making a case for the granting of a continuing appointment.
  - b. A sampling of faculty opinion will be undertaken by the Committee. Faculty members will be invited to submit to the committee any information of which they have personal knowledge regarding the librarian's performance.
  - c. The Director of the Library will be asked to submit a letter giving a personal and professional estimate of the librarian's effectiveness in meeting assigned tasks, rapport with students and faculty members and fellow librarians, and degree of involvement in professional activities outside the College.
2. On the basis of this information, and a possible interview with the librarian, the Committee will prepare a recommendation to the Dean of the Faculty, with a copy to be

sent to the President. The Dean will prepare his own recommendation following an interview with the librarian at which the contents of the Promotion and Tenure Committee's recommendation will be discussed. The Dean's recommendation will be made in writing to the President, who will make the final decision. If the President's decision is negative, the librarian may request the reasons for it in writing.

3. A librarian may appeal an adverse decision by the President following the procedures outlined in Section III.F.1 of this handbook, except that a librarian shall not have the right of appeal to the Board of Trustees described in III.F.1.f.

## **APPENDIX 1**

### **ACADEMIC FREEDOM AND TENURE**

Hampden-Sydney College observes the guidelines of the American Association of University Professors and the Association of American Colleges on questions of academic freedom and tenure. These guidelines are outlined in the "1940 Statement of Principles" and in amended statements of 1970, and 1976 and 1978. Copies of the AAUP statement of principles and interpretative comments are available in the office of the Dean of the Faculty and in the library.

**Appendix 2**  
**Hampden-Sydney College**  
**Harassment and Discrimination Policy**  
**(including Sexual Harassment)**

Every College staff member, faculty member, and student has the right to work and study in an environment free from discrimination and harassment and should be treated with dignity and respect. The College prohibits discrimination and harassment against applicants for employment or admission, students, faculty, or staff on the basis of race, religion, national or ethnic origin, age, sex, disability, sexual orientation, status as a veteran or any other classification protected by local, state or federal law, as applicable.

The College's policy against discrimination and harassment ("Policy") incorporates protections afforded by Title IX of the Educational Amendments of 1972, which prohibits discrimination in educational programs and activities based on gender. The Policy also incorporates all other local, state, and federal laws, including Title VII of the Civil Rights Act of 1964. Any individual whose conduct violates the Policy will be subject to disciplinary action up to and including termination for the faculty and staff and expulsion for students.

Harassment is the creation of a hostile or intimidating environment, in which verbal or physical conduct, because of its severity and/or persistence, is likely to interfere significantly with an individual's work or education, or affect adversely an individual's work or living conditions on campus. Illegal and improper harassment of individuals who are in any of the protected classifications identified above may include, for example:

- Making unwelcome or offensive comments about a person's clothing, body, or personal life;
- Use of unwelcome or offensive nicknames or terms of endearment;
- Offensive jokes or unwelcome innuendoes;
- Any suggestion that sexual favors, or status as being in any protected classification identified above, would affect one's job, promotion, performance evaluations, grades, working or educational conditions; or
- Other conduct that creates a work or educational environment that may be considered offensive or hostile, even though some employees or students might not find it objectionable.

Sexual harassment, in particular, may consist of unwelcome advances, requests for sexual favors, or other verbal or physical conduct when one or more of the following occur:

- Submission to or rejection of such conduct is made a term or condition of an individual's employment or academic success;
- Submission to or rejection of such conduct is used as the basis for employment or academic decisions; or
- Such conduct has the purpose or effect of interfering with an individual's work or academic performance or creates a hostile, intimidating, or offensive work or educational environment.

The Policy is about human respect, dignity, and compliance with laws pertaining thereto. Nothing herein is intended to inhibit the faculty in its pursuit of free inquiry or the teaching of, or use of material concerning, topics that may be deemed offensive by some, but that have a legitimate academic and intellectual purpose. In some instances creating an uncomfortable environment challenging prejudices and preconceptions, may serve a legitimate educational purpose. Nothing in the Policy is intended to diminish the College's commitment to academic freedom or freedom of expression, each of which is essential to the work of an educational institution.

The College has designated the Director of Human Resources as its representative to handle issues arising under the Policy, including Title IX. Individuals who need further information or clarification of the Policy should contact the Director of Human Resources directly. Staff, faculty, students, and others protected hereby who feel they have suffered discrimination or harassment in violation of the Policy should follow the Complaint Resolution Procedure below.

*The Policy also applies to complaints of harassment or discrimination by persons aggrieved by third parties such as contractors or vendors serving the College. The College cannot always control the conduct of third parties, but will attempt to take action to remedy any such situations that may arise.*

#### Complaint Resolution Procedure ("Procedure")

*(For ease in identifying individuals, the person making a complaint is referred to as the "Complainant," and the person about whom the complaint is being made is referred to as the "Respondent.")*

The College will endeavor to respond to and resolve all complaints quickly and effectively. Individuals in the protected classifications who believe they have been harassed or discriminated against in violation of the Policy are encouraged to take action in any of the ways described in the Procedure.

Although none of the actions listed under the Options for Informal Resolution (below) are required before an individual may file a Formal Complaint, the College favors informal resolution of these claims whenever such resolution can be effected fairly. Except as expressly provided herein, the Procedure is the only grievance procedure available to staff, faculty, students, or other parties for violations of the Policy. No other grievance procedures otherwise available at the College are applicable.

Through the Procedure, the College will take necessary steps to prevent recurrence of any harassment and/or discrimination determined to have occurred, and will take necessary steps to correct the discriminatory effects of the conduct on the Complainant and others, if appropriate. During all stages of the Procedure, every effort will be made to insure fundamental fairness to all parties involved in the complaint process. The College will make good faith efforts to protect the confidentiality of those involved in the Procedure to the extent permitted by law and to the extent that continued protection does not interfere with the College's ability to investigate allegations or to take corrective action.

The College prohibits retaliation against any individual who files a complaint (informal or formal) in good faith or participates in a harassment or discrimination inquiry. Disciplinary action will be taken against any individual who retaliates against a Complainant or participant in a harassment or discrimination inquiry, or who files a discrimination or harassment complaint in bad faith, or who maliciously or knowingly files false charges.

Respondent and Complainant may each choose someone in the College community to serve in an advisory role throughout the Procedure.

### Procedures for Informal Resolution

*(The Informal Resolution process often provides an effective means of resolving most disputes. However, the Complainant may terminate the Informal Resolution process at any time and initiate a Formal Complaint without prejudice.)*

1. Informal Discussion with Respondent: Prior to the involvement of other parties or College officers, the Complainant may choose to discuss the concerns directly with the Respondent. The Respondent may not realize that his or her conduct is offensive or unwelcome. Many disputes can be resolved quickly and effectively with such direct communication. A complaint brought to the attention of the Respondent shortly after the allegedly offensive behavior occurs (i.e., immediately or in a few days) will usually result in more effective resolution.

2. Informal Discussion with College Officials: A Complainant may, of course, discuss concerns with a friend, confidant, advisor, or counselor. To initiate an informal discussion with College officials, however, a Complainant should contact one of the following individuals in a timely manner, ordinarily within fifteen days of the offending conduct (“days” as used herein shall mean “days when the College administrative offices are open”):

Students should contact: Dean of Students

Faculty (or librarians with special faculty status) should contact: Dean of the Faculty

Staff should contact: Vice President for Business Affairs & Treasurer

*(If the complaint is against one of the designated College officials, the Complainant should contact the Director of Human Resources, who will designate a representative of the College to handle the matter. In cases where the Complainant deems it necessary or desirable to avoid any possible conflict of interest, a more readily available supervisor or an officer in a different administrative branch of the College may be contacted.)*

3. The Informal Discussion can help with any or all of the following options:

a. Assisting the Complainant to determine whether the behavior violates the Policy or to learn more about the Policy generally.

b. Meeting with the individual whose behavior is alleged to be offensive or unwelcome and discussing the situation to make it clear that the behavior is offensive or unwelcome and should cease.



c. Conducting an informal investigation with the effect and goal of ending the alleged behavior in an effective and expeditious manner.

d. Contacting the supervisor of the person whose behavior is alleged to be offensive or unwelcome and requesting assistance to stop the behavior.

Based on the Informal Discussion, the College official designated in paragraph 2 above will determine what additional action, if any, is necessary.

4. The Informal Discussion process will last as long as the Complainant deems it desirable to continue to meet with the College official designated above, but usually the College will try to resolve the problem at this early stage within ten days. Most complaints can be resolved at this stage. If not satisfied with the resolution from the Informal Discussion, the Complainant may proceed to the Formal Complaint process described below.

#### Procedures for Formal Resolution

*(If the complaint is against one of the designated College officials, the Complainant should contact the Director of Human Resources, who will designate a representative of the College to handle the matter. In those cases where the Complainant deems it necessary or desirable to avoid any possible conflict of interest, an officer in a different branch of the college may be contacted.)*

1. A Complainant may omit the Informal Discussion process entirely and file a Formal Complaint with the Director of Human Resources. Formal Complaints alleging violation of the Policy must be filed in the Director's office in a timely manner, ordinarily within fifteen days of the offending conduct, or shortly after the conclusion of the Informal Discussion process, usually within ten days. Formal Complaints must be in writing (except in cases where this would not be feasible) and should set out the details of the allegations. If the Complainant, after an initial meeting with the designated college official, decides to proceed, the official should inform the alleged offender of the allegation, of the identity of the Complaint, and provide a copy of the Formal Complaint.

2. In cases where the Respondent is a member of the faculty or staff, the Director or his or her designee will review the Formal Complaint and conduct an investigation, including relevant interviews. The Director or his or her designee will prepare a written report of his or her findings ("Findings") as expeditiously as possible, usually within thirty days from the date that the Formal Complaint was filed, and will deliver the Findings to the Complainant and Respondent. In cases where the Respondent is a student, the Director will deliver the Formal Complaint to the Dean of Students, who will proceed according to the Procedure in Step 3c below.

3.a. The Director of Human Resources will then forward the Formal Complaint and the Findings to the Appropriate College Official. ("Appropriate College Official" as used herein, shall mean (i) the Dean of the Faculty when the Respondent is a member of the faculty, and (ii) the Vice President for Business Affairs and Treasurer, if the Respondent is anyone other than a student or faculty member.)

3.b. The following procedure will be followed when the Respondent is a faculty member with continuous tenure or an unexpired special or probationary appointment:

Step One. Upon receipt and review of the Formal Complaint and Findings, the Dean of the Faculty (or the President, if the charge is against the Dean, or the Chairman of the Board of Trustees, if the charge is against the President), prior to making a preliminary determination on the matter, will consult with the Respondent to ascertain whether a mutually acceptable resolution to the Formal Complaint exists. If there is no mutually acceptable resolution then the respective college official responsible for handling the Formal Complaint will consult in confidence with an Advisory Committee of tenured faculty about the Complaint and Findings, about strategies for resolution of the Complaint, and about possible sanctions against the Respondent. The Advisory Committee will be the three members of the Faculty Affairs Committee with the longest time in service at the College, but not the Chair, who may later be called upon to serve on the Hearing Committee. Following consultation with the Advisory Committee, the Dean will make a preliminary determination as to whether the Complaint, if found to be true, would be likely to result in the severe sanction or dismissal of the Respondent. Copies of the preliminary determination will be delivered to the Complainant and Respondent.

#### Mediation

After the Dean has made a preliminary determination, the Dean may wish to suggest that the matter be submitted for mediation, or the Complainant and Respondent may themselves elect to submit the matter to mediation by a mutually acceptable mediator. Under some circumstances, when the College deems it appropriate, the College may assume some or all the costs of the mediation. If the parties mediate and agree with the outcome, the results of the mediation will be entered as the Final Determination of the case.

Step Two. If the Dean's preliminary determination inclines towards severe sanction or dismissal, unless the Respondent requests in writing that the matter be resolved as the Dean has proposed, the Dean, prior to proceeding as described in paragraph 4 of this section, will forward copies of the Complaint and Findings, together with the preliminary determination, to a special ad hoc committee of tenured faculty, to be called herein the "Hearing Committee," comprising the chairs of the following faculty committees:

Faculty Affairs Committee  
Academic Affairs Committee  
Committee on Professional Development  
Gender Issues Committee  
Student Affairs Committee

*(The Complainant or Respondent may request that up to two members of the Hearing Committee be replaced peremptorily. If the Complainant or Respondent objects to additional members as interested parties, the objection must be communicated to the Director of Human Resources within three days of the formation of the committee, and the Director of Human Resources will rule on the validity of the objection. If the objection is ruled valid, or in the case of the chairs excused peremptorily, or in the case*

*of committee members who are not tenured, the affected faculty committee will designate an alternative tenured member of the faculty to serve on the Hearing Committee. Ex officio and student members of these committees will not participate in the process of designating an alternative member of the Hearing Committee.)*

Step Three. The Hearing Committee will study the Complaint, the Findings, a statement from the Respondent, the Dean's preliminary determination, and conduct its own investigation, and will then advise the Dean, in writing, of its recommendation (a) on the merits of the allegations, (b) on whether overriding questions of academic freedom are at stake, and (c) on whether the Dean's preliminary determination should go forward.

#### Governing Procedures for the Hearing Committee

The Hearing Committee will elect a chair, who will oversee its work and preside at the formal hearing. The Hearing Committee will conduct its own investigation, which may include gathering additional documents and interviewing both the Complainant and the Respondent and also other witnesses. Following its investigation, the Hearing Committee will hold a formal hearing, usually within a period of fifteen days from its receipt of the case. Both Complainant and Respondent may be present at the formal hearing, unless they explicitly waive that right or choose to submit only a written statement. The hearing affords both parties an opportunity to offer evidence, to answer questions from the Hearing Committee, and to confront adverse witnesses. Both Complainant and Respondent may have a colleague who works at the College present at the hearing in an advisory role. Because the formal hearing is a proceeding before the Respondent's faculty peers, the presence of legal counsel at the formal hearing is not permitted. The Hearing Committee will make an electronic record of the formal hearing, but not of its deliberations.

A primary responsibility of the Hearing Committee is to determine whether, in its judgment, overriding questions of academic freedom are at stake. Following the formal hearing, usually within five days, the Hearing Committee will advise the Dean in writing of its recommendation as to whether the Dean's preliminary determination should go forward. The Hearing Committee may also suggest changes to the Dean's preliminary determination. Copies of the recommendation of the Hearing Committee to the Dean will be given to both the Complainant and the Respondent.

#### 3.c. The following procedure will be followed when the Respondent is a student.

Upon receipt and review of the Complaint, the Dean of Students will make a preliminary determination as to whether such information, if found to be true, would be likely to result in the suspension, expulsion, or other severe sanction of the Respondent. If both Complainant and Respondent are students, the Dean, prior to proceeding, will forward copies of the Complaint to the Chairman of Student Court, and together they shall decide whether the case should be presented to the Student Court.

#### Mediation

After the Dean of Students has made a preliminary determination, the Dean may wish to suggest that the matter be submitted for mediation, or the Complainant and Respondent may themselves elect to submit the matter to mediation by mutually acceptable mediator.

If the Complainant is a member of the staff or the faculty and consents to adjudication of the Complaint by the Student Court, it will be adjudicated according to the procedures found in Section V of “The Student Justice System” in *The Key*; or, if the Complainant is a member of the staff or the faculty and does not consent to adjudication by the Student Court, the Dean of Students will forward copies of the Complaint to a special ad hoc committee comprising

The Associate Dean of the Faculty

The tenured faculty member of the Student Affairs Committee with the longest service at the College

The Chairman of the Student Court

(The Complainant or Respondent may request that up to two members of the ad hoc Committee be replaced peremptorily. If the Complainant or Respondent objects to additional members as interested parties, the objection must be communicated to the Director of Human Resources within three days of the formation of the committee, and the Director of Human Resources will rule on the validity of the objection. If the objection is ruled valid, or in the case of the members excused peremptorily, substitutes will be appointed as follows: if the Associate Dean of the Faculty is excused, the Director of Human Resources will designate an exempt staff member as a substitute; if the tenured faculty member of the Student Affairs Committee is excused, either another tenured member of the Student Affairs Committee will serve or the tenured faculty member of the Appeals Committee having the longest service at the College will serve. If the Chairman of the Student Court is excused, the Dean of Students will designate as a substitute either the President of the Student Body or another member of the student court.)

Governing Procedures for the ad hoc Committee

The Associate Dean of the Faculty (or substitute) will serve as chair of the ad hoc Committee and will oversee its work. The ad hoc Committee will conduct its own investigation, which may include gathering additional documents and interviewing both the Complainant and the Respondent and also other witnesses. Following its investigation, the ad hoc Committee may choose to hold a formal hearing, usually within a period of fifteen days from its receipt of the case. Both Complainant and Respondent may be present at the formal hearing, unless they explicitly waive that right or choose to submit only a written statement. The hearing affords both parties an opportunity to offer evidence, to answer questions from the ad hoc Committee, and to confront adverse witnesses. Both Complainant and Respondent may have someone who works at or attends the College present at the hearing in an advisory role. The presence of legal counsel at the formal hearing is not permitted. The ad hoc Committee will make a record of the formal hearing, but not of its deliberations. The Committee will inform the Dean of Students of its Recommendation.

4.a. As expeditiously as possible, usually within fifteen days from the date of receipt of the Findings, the Appropriate College Official shall review the Findings and conduct additional investigations, as needed, to make a final determination as to what action, if any, is necessary (the “Determination”). Either party may appeal the Determination within the time period and in the method described below.

4.b. In a case where paragraph 3(b) of this section applies, if the final Determination of the Dean of the Faculty (i.e., the determination rendered after the Dean has received the recommendation of the Hearing Committee described in “step three” above) would require severe sanction or dismissal of the Respondent, and if either the Respondent or the Complainant appeals the Determination, then the Dean’s Determination and any appeals of the Respondent or the Complainant shall be communicated in writing to the Hearing Committee described in paragraph 3.b. above, and such committee shall, usually within a period of five days, advise the Dean, in writing, whether they concur with the Determination. A copy of such written communication from the Hearing Committee to the Dean, together with the Dean’s written comment, if any, will be forwarded by the Dean to the President of the College to be associated with the written appeal and reviewed by the President as a part of the appeal.

4.c. In a case where paragraph 3(c) of this section applies, if the final Determination of the Dean of Students would require severe sanction or suspension or expulsion of the Respondent, and if either the Respondent or the Complainant appeals the Determination, then the Determination of the Dean of Students, the recommendation of the ad hoc Committee, and any appeals of the Respondent or the Complainant shall be communicated in writing to the President of the College for review.

*(The provisions in this Grievance Procedure for notifying all parties of findings and determinations will be followed so long as the College determines that there are no violations of state or federal privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act.)*

5. If no appeal is filed within the designated time period (defined below in Section 1 of “Procedures for Appeal”), the Determination will be final. The Director will then work with other College officials to enforce the Determination. Regardless of whether an appeal is filed, no party will have a right to pursue any other College grievance procedures relevant to this complaint.

#### Procedures for Appeal

1. Either the Complainant or the Respondent may initiate an appeal from the Determination. The appeal must be filed in the President’s office within five working days from the date of the Determination. (If the President is involved as either Complainant, Respondent, or an interested party, the appeal will be filed with the Chairman of the Board of Trustees.) The appeal must be in writing and must set forth (1) the substantive reason(s) for the appeal; (2) any new information; and (3) the identity of all witnesses. A copy of the appeal must be given to the non-appealing party, who must provide a written response to the appeal to the President’s office

within five working days after receiving the copy of the appeal, and must set forth: (1) a response to the appeal allegations; and (2) the identity of all witnesses.

2. The President will conduct an appeal hearing to gather any additional information deemed necessary. Following the appeal hearing, the President will make a final determination, as expeditiously as possible, usually within twenty days from the date that the appeal was filed. Except as provided in paragraph 3 below, the decision of the President is final. The College will take appropriate corrective action in the event an employee or student is found to have violated this Policy, up to termination for employees or expulsion for students.

3. If the President's decision on an appeal would result in the dismissal of a Respondent who is a faculty member with continuous tenure, or an unexpired special or probationary appointment, such Respondent shall be entitled, upon written request within fourteen days of the President's decision, to have the record in the matter reviewed by the Executive Committee of the Board of Trustees. It shall then be the responsibility of the Executive Committee to reverse, affirm, or modify the President's decision on the appeal.

#### Additional Violations Subsequent to the Final Determination

Any violation by the Respondent of the terms of the Final Determination imposed by the College—either by renewed acts of harassment or retaliation against the Complainant or by a breach of agreed confidentiality—is regarded as a severe infraction under this Policy, subject to additional sanctions, including dismissal. In the case of a faculty member with continuous tenure, or an unexpired special or probationary appointment, the President will present the alleged violation of the Final Determination to the Hearing Committee described above (even if, because of the passage of time, the membership will be different) and seek its recommendation on any additional sanctions being considered. The Hearing Committee will review the evidence of the alleged violation and statements from the Respondent before making a written recommendation to the President. Imposition by the College of additional sanctions or of dismissal may be appealed to the Executive Committee of the Board of Trustees (see "Procedures for Appeal," Section 3, above).

## Glossary: Hampden-Sydney College Sexual Misconduct Policy

(Draft: 3/8/2016)

### Academic freedom

*Academic freedom* is defined by the American Association of University Professor's *1940 Statement of Principles of Academic Freedom and Tenure*. Faculty are entitled to full freedom in research and in the publication of the results. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be

careful not to introduce into their teaching controversial matter which has no relation to their subject.<sup>1</sup>

### Academic transcript

An *academic transcript* is a student's academic record, including all courses completed, all grades received, all honors received and degrees earned.

### Clery Act

The *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act*, commonly known as the "Clery Act," is a federal statute first passed in 1990. The Clery Act requires, among other things, that all institutions of higher education participating in federal financial aid programs maintain and publicly report information about crime on or near campus.

### Complaint

A *complaint* under this policy is an allegation of sexual misconduct levied against another individual, or individuals, and reported to the College. The complaint resolution process is fully explained in the College's Sexual Misconduct Policy.

### Commonwealth's Attorney

A *commonwealth's attorney* is an elected prosecutor of felony crimes in the Commonwealth of Virginia. A *commonwealth's attorney* is an elected constitutional officer who serves as the senior law enforcement official in his or her jurisdiction (i.e., a county or city).

### Consent

*Consent* is voluntary, informed, and actively given using words and/or actions that clearly indicate permission to engage in mutually agreed-upon sexual activity. *Consent* cannot be obtained by force including physical violence, threats, intimidation,

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<sup>1</sup> American Association of University Professors, <http://www.aaup.org/report/1940-statement-principles-academic-freedom-and-tenure>, checked on 12/18/15.

or coercion. As a matter of law *consent* may never be given by minors (even if the other participant was unaware of the minor's age), mentally disabled individuals (even if the other participant is unaware of the disability), or individuals who are incapacitated. The individual who initiates sexual activity is responsible for obtaining *consent*. Either party may withdraw consent at any time. Withdrawal of consent should be outwardly communicated by words or actions that clearly indicate a desire to end sexual activity. In order to avoid confusion or ambiguity, participants should talk to each other before engaging in sexual activity. Participants should also stop and clarify mutual willingness to continue any sexual activity if confusion or ambiguity arises. Consent cannot be inferred from silence, passivity, lack of resistance, or lack of an active response alone.

### **Criminal complaint**

A *criminal complaint* charges a named or unknown person with one or more criminal offenses. Some acts of sexual misconduct under this policy may also constitute criminal behavior. In such cases a victim may choose to pursue a criminal complaint with law enforcement personnel and/or a complaint utilizing the College's Sexual Misconduct Policy.

### **Domestic or Dating violence**

*Domestic violence* and *dating violence* (also known as *intimate partner violence*), includes any threat or act of violence that occurs between two individuals who are currently or were previously in a sexual, dating, spousal, domestic, or other intimate relationship. *Intimate partner violence* is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a pattern of power and control perpetrated by one intimate partner against another. It includes physical violence, sexual violence, psychological violence, and emotional abuse.<sup>2</sup>

### **Explanation of benefits (EOB)**

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<sup>2</sup> See generally The Violence Against Women Act (1994) and its subsequent amendments and reauthorizations, codified in part at 42 U.S.C. § 13701 – 14040; and see 34 C.F.R. § 668.46.



An *explanation of benefits* form is a document used by insurance carriers to detail medical services rendered by a health care provider; the cost of services and materials, copays, coinsurance, or deductibles paid by a covered individual; and amounts paid by the insurance company. After an individual seeks medical attention and provides insurance information for billing, an *EOB* is sent to the primary insured person, either by mail or electronically.

### **Family Educational Rights and Privacy Act of 1974 (FERPA)**

The *Family Educational Rights and Privacy Act* is a federal statute that protects the privacy of student educational records that are maintained by educational institutions that receive funding under a program administered by the U.S. Department of Education. Among other things, FERPA also provides certain access rights to eligible students.

### **Final determination and final outcome letter**

The *final determination* is the outcome of a sexual misconduct complaint, investigation and adjudication in which responsibility for the charges is determined as well as appropriate sanctions, if applicable. The *final outcome letter* is issued within seven days after the *final determination* is reached and is simultaneously mailed to both the complainant and the respondent. The final outcome letter states the disposition, applicable sanctions, and rights to appeal. If sanctions are imposed, the letter will indicate the disciplinary action taken, the date of the disciplinary action, and its duration.

### **Gender**

*Gender* is a range of characteristics pertaining to, and differentiating between, masculinity and femininity. These characteristics may include gender roles and gender identity.

### **Gender identity and gender expression**

*Gender identity* is an individual's psychological gender identification. It is not always based on sex assigned at birth. *Gender identity* is distinctly different from sexual

orientation. *Gender expression* refers to external characteristics deemed masculine or feminine, such as dress, speech, behavior, grooming, or social interactions.

## Hazing

*Hazing* is recklessly or intentionally endangering the health or safety of a student or students, or inflicting bodily injury on a student or students in connection with or for the purpose of initiation, admission into or affiliation with or as a condition for continued membership in a club, organization, association, fraternity, sorority, or student body regardless of whether the student or students so endangered or injured participated voluntarily in the relevant activity.

## Hearing panel

A *hearing panel* conducts a hearing to interview and question the complainant, respondent, third-party witnesses whose testimonies may be relevant for making a finding, and otherwise to review evidence, when there is a sexual misconduct complaint.

## Heightened confidentiality

*Heightened confidentiality* may be requested by a complainant whose charge(s) have been reported to a responsible employee. If an individual's request for *heightened confidentiality* is granted, the College will only investigate the complaint to the extent possible without sharing information about the charges. Under *heightened confidentiality* information about the charges is not shared with the respondent and there is no formal or informal complaint process. In such circumstances the College's response to the complaint may be limited.

## Incapacitation

*Incapacitation* occurs when an individual is incapable of self-care and consequently cannot make informed, rational judgments about whether or not to engage in sexual activity. An incapacitated individual may be temporarily or permanently mentally or physically helpless, asleep, unconscious, or unaware of his or her surroundings (or that sexual activity is taking place), or otherwise incapable of making

informed, rational judgments and decisions. This may or may not be due to alcohol or drug consumption or some other physical or mental health condition. Some signs of incapacitation include, but are not limited to, an individual who is unaware of where he or she is, or is unable to stand up and walk without assistance. A person initiating sexual activity should attempt to discern if his or her desired partner is incapacitated. If a reasonable person, in the respondent's place, could have known, or should have known that the complainant was incapacitated, then regardless of the actions of the complainant, consent cannot be obtained.

### Interim measures

*Interim measures* are actions taken by the College to ensure the safety and well-being of an individual subsequent to the receipt of a sexual misconduct complaint, but prior to the final determination. *Interim measures* are designed to ensure that a complainant is not denied equal access to the College's education programs and activities during the complaint resolution process, or to protect the campus community at large. Examples of *interim measures* may include relocating a student to a different residence hall, providing a security escort, barring contact between two or more individuals, or increased security measures on campus.

### Investigative report

An *investigative report* is a document written by investigators that details evidence and testimony that is provided by the complainant, respondent, witnesses, and through the investigators' own discovery or inspections, and which may have a bearing on the charges included in the complaint. The *investigative report* does not draw conclusions or determine if a preponderance of evidence supports the charges.

### Non-consensual sexual touching

*Non-consensual sexual touching* is intentional and unwelcome sexual touching (including undressing or sexually exposing another person) without their consent. It also includes coercing or forcing, or attempting to coerce or force another person to touch themselves, or have sexual contact with another individual. Non-consensual

sexual touching includes genital-genital or oral-genital contact not involving penetration; contact with the breasts, buttocks, or genital area, including over clothing; removing the clothing of another person; and kissing.

### Office of Civil Rights (OCR)

The [Office of Civil Rights \(OCR\)](#) is part of the U.S. Department of Education whose mission “is to ensure equal access to education and to promote educational excellence throughout the nation through vigorous enforcement of civil rights.” The *OCR* is responsible for resolving discrimination complaints against educational institutions on the basis of race, color, national origin, sex, disability, or age.

### Physical Evidence Recovery Kit (PERK)

A *Physical Evidence Recovery Kit (PERK)* is a term used in the Commonwealth of Virginia to describe a container of materials, instructions, and checklists to collect and package specimens collected during a forensic exam following sexual assault. Ideally this type of forensic exam should be conducted within 72 hours of a sexual assault. The term “rape kit” is commonly used by laypeople to describe a *PERK*. The forensic exam is conducted by a specially trained nurse, known as a Sexual Assault Nurse Examiner (SANE).

### Personally identifiable information

*Personally identifiable information* includes (but is not limited to) a student’s name, the name of a student’s parents or legal guardians, a student’s college address, home address, personal identifiers (e.g., social security number, student identification number, etc.), or other information that may be used to identify an individual student.

### Preponderance of the evidence standard

The U.S. Department of Education, Office of Civil Rights requires that campus Title IX administrative procedures utilize a *preponderance of the evidence standard* to determine responsibility for charges of sexual misconduct. The *preponderance of the evidence standard* is met when the greater weight of evidence supports the

determination at issue; that is, that the determination is “more likely than not” accurate or that the evidence points to at least a 51% probability that one side should prevail.

## Rape

*Rape* is an act of completed or attempted sexual intercourse or penetration (i.e., anal, oral, or vaginal), however slight, with any body part or any object, by one person upon another person without consent.

## Resolution

A *resolution* to a sexual misconduct case includes the final determination to a charge of sexual misconduct, as well as any sanctions (if applicable), extensions of interim measures beyond the conclusion of the resolution process, and other steps taken by the College to eliminate sexual misconduct, prevent reoccurrences, and remedy the effects of sexual misconduct on the complainant.

## Responsible employee

A *responsible employee* is any College employee who has the authority to take action to redress sexual misconduct, or who an individual student or employee could reasonably believe has this authority. *Responsible employees* include:

- The Title IX Coordinator (or interim Title IX Coordinator) and Deputy Coordinators and every person identified as a Campus Security Authority under the Clery Act
- Residential advisors
- All members of the faculty
- Athletic coaches
- College librarians
- Employees in the Office of Student Affairs, Office of Academic Success, and Office of Human Resources
- Campus police officers
- Dean of Students
- Provost and Dean of Faculty

- Dean of Admissions
- Vice President for Business Affairs and Finance
- Director of Athletics
- Vice President for Strategy, Administration, and Board Affairs
- Vice President for Institutional Advancement
- President of the College

## Retaliation

*Retaliation* occurs when an individual intimidates, threatens, coerces, or in any way discriminates or takes an adverse action against an individual because that individual is in the process of procuring any right or privilege secured by federal and state civil rights laws or has done so in the past. Protections against *retaliation* extend to individuals who bring concerns about possible civil rights problems to the College's attention, including publicly opposing sexual violence or filing a complaint with the College, or any state or federal agency. Protections against *retaliation* also extend to individuals who testify or participate in any manner in a sexual misconduct investigation or proceeding.

## Review Committee

When the College receives a report that an act of sexual violence has been committed against a student, as mandated by Virginia law the Title IX Coordinator will report the charge to the *Review Committee*, which shall meet within 72 hours of receiving a report of an act of sexual violence. The members of the *Review Committee* will include at least a Title IX Coordinator or designee, a representative of Campus Police, and a student affairs representative. If the *Review Committee* determines that disclosure of the information regarding the alleged act of sexual violence is necessary to protect the health and safety of the victim or other individuals, the representative of law enforcement on the *Review Committee* will forward information about the charge, including personally identifiable information, to the law-enforcement agency with jurisdiction for investigation of the alleged act. In other situations the *Review Committee*

may make a report, without identifying information, to the appropriate Commonwealth Attorney.

### **Sexual assault**

*Sexual assault* is any actual, attempted, or threatened sexual act with another individual without that person's consent. It includes but is not limited to:

- Intentional and unwelcome sexual touching (non-consensual touching) or coercing or forcing another person to touch themselves, or another individual;
- Any sexual act where force, violence, coercion, or deception is used;
- Any sexual act when a victim is unable to give consent;
- Rape or attempted rape;
- Hazing acts of a sexual nature;
- Sexual intimidation; and
- Non-consensual sexual intercourse.

### **Sexual Assault Nurse Examiner (SANE)**

A *Sexual Assault Nurse Examiner (SANE)* is a registered nurse who is specially trained to provide medical forensic care to a survivor of sexual abuse or sexual assault.

### **Sex discrimination**

*Sex discrimination* (also known as *gender-based discrimination*) is prohibited by federal and state law. *Sex discrimination* occurs when there is adverse treatment of an individual or group of individuals because of sex, including sexual orientation, gender-identity, or gender expression. Sexual harassment (including sexual misconduct) is one type of *sex discrimination* prohibited by law. Employees are protected by civil rights laws from sex discrimination in the terms and conditions of their employment. Students and visitors are protected from sex discrimination that impacts their ability to participate in, or benefit from, the College's educational programs and activities.

### **Sexual exploitation**

*Sexual exploitation* occurs when a person takes sexual advantage of another person for the benefit of anyone other than that person, without that person's consent.

*Sexual exploitation* includes:

- Attempting to cause, or causing the incapacitation of another individual in order to gain a sexual advantage over such person. This may be done through alcohol, drugs, or any other means with the intent of compromising that individual's ability and agency to give affirmative consent to a sexual activity.
- Recording, videotaping, audiotaping, or photographing a sexual activity and/or an individual's intimate body parts (genitalia, groin, breasts, or buttocks) without consent.
- Disseminating or distributing images or media of private sexual activity and/or an individual's intimate body parts (genitalia, groin, breasts, or buttocks) without consent. This includes, but is not limited to, social media, text messaging, and the internet.
- Voyeurism or exceeding the boundaries of consent by allowing a third-party to observe a sexual act.
- Prostituting another individual.
- Recklessly and knowingly exposing or transmitting a sexual transmitted disease or infection to another individual.

### **Sexual harassment**

*Sexual harassment* includes a wide variety of behaviors ranging from verbal or visual harassment to unwelcome physical contact. *Sexual harassment* occurs when there is unwelcome conduct of a sexual nature, or unwelcome conduct of a non-sexual nature that is gender-based, and that is reasonably perceived as offensive and objectionable under both a subjective and objective assessment of the conduct. *Sexual harassment* encompasses conduct that is verbal, nonverbal, written, electronic, or physical. Sexual violence is considered a form of *sexual harassment*. *Sexual harassment* is a form of sexual discrimination.



*Quid pro quo harassment* occurs when there is an explicit or implied demand for sexual favors in exchange for some benefit (including a promotion, a raise, a good grade or recommendation) or to avoid some detriment (including termination, demotion, a failing grade, denial of a scholarship) in the workplace or in the classroom. By definition, it can only be perpetrated by someone in a position of power over another.

*Tangible employment action harassment* occurs when there is a significant negative change in an individual's employment status that occurs because of sex. This may include quid pro quo harassment, as well as significant negative changes in employment status enacted by a supervisor, because of an employee's sex, sexual orientation, gender identity, or gender expression.

*Hostile environment sexual harassment* is a particular type of *sexual harassment*. In cases involving employees, *hostile environment sexual harassment* occurs when unwelcome and offensive conduct of a sexual nature is sufficiently severe or pervasive that it creates a work environment that a reasonable person would consider intimidating, hostile, or abusive. Students experience *hostile environment sexual harassment* when they must endure conduct that is sufficiently severe or pervasive that it limits a student's ability to participate in or benefit from the school's educational program. A single, isolated incident of *sexual harassment* alone may create a hostile environment if the incident is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to create a hostile environment, particularly if the harassment is physical.

### **Sexual intimidation**

*Sexual intimidation* occurs when one or more persons threatens or coerces another individual to engage in unwelcome conduct of a sexual nature. *Sexual intimidation* may include threats of a physical or financial nature, as well as threats to "out" a closeted individual.

### **Sexual misconduct**

*Sexual misconduct* is any unwelcome sexual conduct and includes acts perpetrated against another individual without consent. This includes: sexual assault, sexual harassment, non-forcible sex acts, sexual exploitation, domestic violence, stalking, and dating violence. *Sexual misconduct* may occur between strangers or acquaintances and is not gender specific.

### **Sexual orientation**

*Sexual orientation* refers to an individual's physical and/or emotional attraction to either the same or other genders. *Sexual orientation* includes attractions that are heterosexual, homosexual, bisexual, asexual, or pansexual in nature.

### **Sexual stereotyping**

*Sexual stereotyping* refers to the formation or promotion of a fixed idea or image of how men or women should behave, oftentimes conforming to traditional gender roles and behaviors.

### **Sexual violence**

*Sexual violence* refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the individual's age or use of drugs or alcohol, or because an intellectual or other disability prevents the individual from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. All acts of sexual violence are forms of sex discrimination prohibited by Title IX.

### **Stalking**

*Stalking* is defined as a course of conduct involving more than one instance of unwanted attention, harassment, unwanted physical or verbal contact, use of threatening words and/or conduct, or any other course of conduct directed at an individual that could be reasonably regarded as alarming or likely to place that individual in fear of harm or injury, including physical, emotional, or psychological harm. Examples

include, but are not limited to: following a person; appearing at a person's home, class, or work; continuing to contact a person after receiving requests to stop; leaving written messages, objects, or unwanted gifts; vandalizing a person's property; photographing a person; and other threatening, intimidating, or intrusive behavior. Cyber-stalking may involve the use of electronic media such as the internet, social networks, blogs, cell phones, or text messages.

### **Strict confidentiality**

*Strict confidentiality* is granted for all communications between parties in a sexual misconduct complaint and licensed professional employees in the Wellness Center, the Athletic Trainers Office, and the Chaplains employed by the College, as well as College employees who are supervised by the licensed professionals listed here. These individuals are authorized to receive reports of sexual misconduct and are not required, or permitted to share personally identifiable information with other College personnel, including the Title IX Coordinator, unless the disclosing individual gives his or her consent to the disclosure, or in limited situations as required by law (e.g., in cases of alleged sexual misconduct involving a minor, or under conditions of imminent physical harm to other individuals).

### **Support person or advisor**

A *support person or advisor* may be a friend, relative, mentor, or attorney of either a complainant or respondent in a sexual misconduct investigation and/or proceeding. The *support person* may accompany the person he/she is advising at meetings that are part of the complaint resolution process. The *support person's* role is limited; he or she may not speak on behalf of a complainant or respondent nor ask questions, address a hearing panel, cross-examine witnesses, or make other statements. A disruptive *support person or advisor* will be asked to leave any proceeding and barred from future meetings. The *support person or advisor* is bound by confidentiality.

### **Threat assessment**

A *threat assessment* occurs within 72 hours after the College's Title IX Coordinator has received a report that an act of sexual violence has been committed against a student. The *threat assessment* is conducted by the Review Committee, which includes the Title IX Coordinator (or a Deputy Title IX Coordinator), a

representative from Campus Police, and a representative from the Office of Student Affairs. The purpose of the *threat assessment* is to determine if the alleged act of sexual violence should be reported to the law enforcement agency with jurisdiction for investigation in order to protect the health or safety of the complainant or other individuals.

### **Title IX Coordinator**

The *Title IX Coordinator* oversees resolution of Title IX complaints, training, and policy implementation at the college. The *Title IX Coordinator* is responsible for addressing systematic problems at the institution involving sexual misconduct and is available to meet with any individual in the community regarding concerns about issues, processes, incidents, patterns, or problems. All reports of sexual misconduct must be directed to the *Title IX Coordinator* or other designated officials as indicated in the policy.

### **Title IX of the Education Amendments of 1972**

*Title IX of the Education Amendments of 1972*, is a federal civil rights law, 20 U.S.C. § 1681, that prohibits discrimination on the basis of sex in educational institutions that receive federal education funding. The law states, "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance." *Title IX* prohibits sex-based discrimination against both men and women students, employees, and visitors. The College has an exemption to Subpart C of *Title IX* with respect to recruitment and admission of students.

## Appendix 3

# **Hampden-Sydney College: Sexual Misconduct Policy** **Proposed Policy – Version 6, September 12, 2015**

## **Article I. Introduction**

### **1. Policy Overview**

Hampden-Sydney College is committed to maintaining and strengthening an environment founded on civility and respect. This Policy describes prohibited Sexual Misconduct (Article II), and establishes procedures for responding to reports of Sexual Misconduct (Articles III-VII). More information about this Policy and information about recognizing and preventing Sexual Misconduct is readily available to all students, employees, and other members of the College community.

### **2. Notice of Nondiscrimination**

While exempted from Subpart C of [Title IX of the Higher Education Amendments of 1972](#), 20 U.S.C. § 1681 *et seq.* (“Title IX”) with respect to its admission and recruitment activities, Hampden-Sydney College (the “College”) does not discriminate, and prohibits discrimination by students, employees, and third parties on the basis of race, color, sex, religion, age, national origin, disability, sexual orientation, or veteran status in the operation of its educational programs and with

respect to employment. Sexual Misconduct, as defined in this Policy, constitutes one type of sex discrimination prohibited by Title IX.

Questions about Title IX should be directed to Hampden-Sydney College's Title IX Coordinator. The College's Acting Title IX Coordinator is Ms. Sue Carter, Director of Human

Resources. Her office is on the second floor of the Business Office (Cabell House) and she can be reached by telephone at 434-223-6220, or by email at

[svcarter@hsc.edu](mailto:svcarter@hsc.edu). Questions can also be directed to the U.S. Department of Education's Office for Civil Rights (OCR),

<http://www2.ed.gov/about/offices/list/ocr/index.html>. The District of Columbia office for the Office of Civil Rights serves as the regional field office for Virginia. The postal mail address is: U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, S.W., Washington, D.C. 20202-1475. Telephone: 202-453-6020. Fax: 202-453-6021.

### **3. Applicability of This Policy**

Except where noted, this Policy applies to any allegation of Sexual Misconduct made by or against a student or an employee of the College, or a third party (e.g., a visiting student or an independent contractor). The Policy applies regardless of where the alleged Sexual Misconduct occurred, and irrespective of the Complainant's gender, sexual orientation, and/or gender identity, if the conduct at issue has the potential to interfere with an individual's participation in, or experience of the College's academic, educational, athletic, or extracurricular programs or activities, based on sex. The purpose of this Policy is to eliminate sex discrimination including Sexual Misconduct, prevent reoccurrences, and remedy its effects. However, the College's disciplinary authority may not extend to third parties who are not students or employees of the College. Sexual Misconduct that occurs off campus, at parties, on field trips, at sporting events, etc. falls under the jurisdiction of this Policy if it interferes with an individual's ability to participate in, or benefit from the College's

programs or activities. In the case of allegations of Sexual Misconduct, unless otherwise stated, this Policy supersedes and applies in lieu of all other procedures and policies set forth in any other document containing College policies and/or procedures.

#### **4. Period of Limitations**

A Complaint of Sexual Misconduct may be filed at any time, regardless of the amount of time that has passed between the alleged Sexual Misconduct and the decision to file a Complaint. However, the College strongly encourages individuals to file Complaints promptly in order to preserve evidence for potential legal or disciplinary proceedings. Delays in filing a Complaint may compromise the College's efforts to eliminate sex discrimination, prevent reoccurrences, and remedy its effects.

#### **5. Definitions Applicable to this Policy**

Underlined terms used in this Policy are defined in the glossary in Appendix A.

## **Article II. Statements of Policy**

### **1. Prohibition of Sexual Misconduct**

This Policy is designed to protect the rights and needs of all parties in Sexual Misconduct cases. Creating a safe environment is the responsibility of all members of the community. The College strongly encourages prompt reporting of all types of Sexual Misconduct and is committed to a timely and fair resolution of Sexual Misconduct cases. Sexual Misconduct occurs when there is unwelcome conduct of a *sexual nature*. Conduct can be verbal, visual, or physical. Examples include the use of sexual slurs, unwelcome sexual touching, and non-consensual sexual intercourse. Sexual Misconduct can also occur when there is unwelcome verbal, visual, or physical conduct, not necessarily of a sexual nature, that is perpetrated *because of* the victim's sex. Examples include publicly posting non-sexual graffiti on

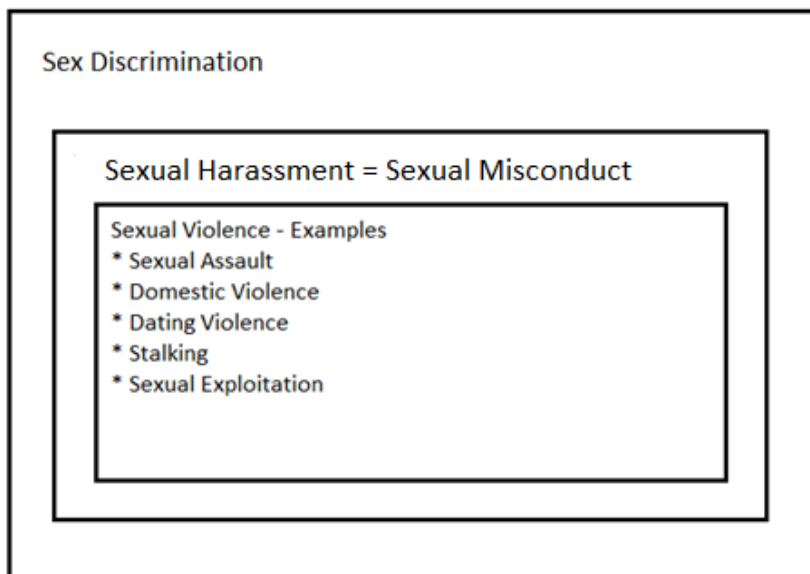
campus or in social media, damaging or destroying an individual's property, or physically assaulting an individual, because of his/her sex, gender identity, sexual orientation, or because of sexual stereotyping.

Sexual Misconduct encompasses a wide spectrum of misbehaviors, from the one-time use of a sexual slur, to violent sexual acts. The College will investigate all allegations of Sexual Misconduct. However, some matters involving Sexual Misconduct may be resolved without adjudication or disciplinary sanctions.

## 2. Types of Sexual Misconduct

Sexual Harassment is prohibited under Title IX and constitutes prohibited Sexual Misconduct under the College's Policy. Sexual Violence is one form of Sexual Harassment.

**Figure 1 – Sex Discrimination Prohibited Under Title IX**



### a. Categories of Sexual Harassment

(1) Hostile Environment Sexual Harassment is unwelcome conduct that is of a sexual nature, or which is targeted at an individual or a group because of sex, gender identity, sexual orientation, or because of sex-stereotyping. It occurs when there is unwelcome conduct that is sufficiently severe or pervasive that: (1) in the case of



students – it interferes with or limits a student’s ability to participate in or benefit from the school’s programs or activities; or (2) in the case of employees – enduring the offensive conduct becomes a condition of continued employment, or the conduct creates a work environment that is intimidating, hostile, or abusive. Sexually harassing behaviors differ in type and severity and can range from verbal harassment to unwelcome physical contact. A wide range of behaviors falls within the general definition of sexual harassment. Key determining factors are that the behavior is unwelcome, is gender-based or conduct of a sexual nature, and is reasonably perceived as offensive and objectionable under both a subjective and objective assessment of the conduct. A single, isolated incident of sexual harassment alone may create a hostile environment if the incident is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to create a hostile environment, particularly if the harassment is physical. The determination of whether an environment is hostile must be based on all the circumstances. These circumstances could include, but are not limited to:

- The frequency of the conduct;
- The nature and severity of the conduct;
- Whether the conduct was physically threatening;
- Whether the conduct was directed at more than one person;
- Whether the conduct arose in the context of other discriminatory conduct;
- Whether a statement is a mere utterance of an epithet that engenders offense in an employee or a student or offends by mere discourtesy or rudeness; and/or
- Whether the conduct deserves the protections of academic freedom.

(2) **Quid pro quo sexual harassment** against a student occurs when decisions regarding grades, housing, scholarships, or participation in college activities and programs are conditional based on submission to requests for sexual favors. An employee is subject to **tangible employment action sexual harassment** when a term or condition of employment (e.g., pay or an employment benefit) is promised to an employee, or withheld from an employee because of the employee’s response to a supervisor’s request for sexual favors.

b. **Sexual Violence.** State law on **sexual assault** and other forms of sexual violence can be confusing, in part because terms such as “sexual assault,” “rape”, etc., have definitions that can vary across states. Because the College’s

responsibilities under Title IX extend to prohibited acts of Sexual Misconduct in its academic programs and activities anywhere in the United States or in the world, this Policy does not adhere to a particular state's criminal or civil definitions of individual acts of sexual violence.

**(1) Sexual assault** is an actual, attempted, or threatened sexual act with another person without that person's consent. Sexual assault occurs when any of the following conditions are true:

- Intentional and unwelcome sexual touching (including undressing or sexually exposing another person) without their consent is **non-consensual touching**. It also includes coercing or forcing, or attempting to coerce or force another person to touch you, touch themselves, or a third party;
- Any sexual act where force, violence, or coercion or deception is used against the victim;
- Any sexual act where the victim is unable to give consent;
- Allowing others to have sex with an incapacitated person;
- **Sexual Intimidation**, which includes, but is not limited to, stalking, cyber-stalking, bullying, or cyber-bullying;
- **Hazing** of a sexual nature; and
- **Rape** or attempted rape. This policy defines rape as an act of completed or attempted sexual intercourse or penetration (i.e., anal, oral, or vaginal), however slight, with any body part or any object, by one person upon another person without consent – **non-consensual sexual intercourse**.

**(2) Domestic Violence** includes acts of verbal, visual, and physical abuse committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who cohabitates with or previously cohabitated with the victim as a spouse or intimate partner, 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 a U.S. state.

(3) **Dating Violence** is controlling, abusive, or threatening behavior that takes place in the context of a romantic or intimate relationship. It can occur in heterosexual, homosexual, asexual, or other relationships. Additionally, dating violence can occur in relationships that are a-sexual. Dating violence may include verbal, emotional, physical, or sexual abuse, or a combination of these behaviors.

(4) **Stalking** occurs when an individual engages in a course of conduct directed at a specific person that would cause a reasonable person to:

- fear for his/her safety, or the safety of others; or
- suffer substantial emotional distress.

(5) **Sexual Exploitation** is any act of taking non-consensual sexual advantage of another person for one's own advantage or benefit, or to benefit a third-party. Sexual exploitation includes, but is not limited to:

- Causing or attempting to cause the **incapacitation** of another person to gain a sexual advantage over that person;
- Prostituting another person or benefiting from such activity;
- Non-consensual videotaping, photographing, or audio-recording of sexual activity and/or the non-consensual distribution of these materials to others (whether or not the original recording was consensual);
- Exceeding the boundaries of consent (e.g., allowing a third-party to observe consensual sex without knowledge or consent from all parties);
- Knowingly transmitting a sexually transmitted infection or disease (including HIV) to another person.

(6) **Stalking** occurs when an individual engages in a course of conduct directed at a specific person that would cause a reasonable person to:

- fear for his/her safety, or the safety of others; or
- suffer substantial emotional distress.

### 3. Understanding Consent and Incapacitation

Consent is informed and given actively without coercion or implied threat. It can be verbal or non-verbal (e.g., reciprocal actions) and it unambiguously indicates a willingness to participate in a mutually agreed-upon sexual activity. The person who initiates a sexual act is responsible for acquiring consent. Consent cannot be gained by ignoring or acting in spite of the objections of another. Consent cannot be inferred from silence, passivity, or a lack of resistance. It cannot be inferred from a current or previous dating or sexual relationship or the existence of such a relationship with anyone else. As a matter of law, some persons can never consent to sexual activity – including people under the age of 18 and mentally disabled people (if their disability was reasonably knowable).

Incapacitated individuals cannot give consent. Individuals are incapacitated when they are asleep or unconscious, or because they are mentally or physically unable to make informed, rational judgments (e.g., as a result of drug or alcohol usage). A person who knew, or should have known, that an individual was incapacitated and proceeds to engage in an act of sexual intercourse or penetration has committed rape.

Examples of non-consensual Sexual Misconduct include:

- Having sex or attempting to have sex with an unconscious or semi-conscious person.
- Having sex or attempting to have sex with someone who is asleep or passed out.
- Having sex or attempting to have sex with someone who has said “no.”
- Having sex with someone who is not reciprocating body movement.
- Allowing another person to have sex with your partner without his or her consent.
- Having someone perform sexual acts as a condition of acceptance into a fraternity or athletic organization, or any other organization affiliated with the College. This includes acts of intercourse; penetration of the vagina, anus or mouth with any object; being made to facilitate the abuse of another; assisting with physically assaulting another’s private parts; or purchasing or providing alcohol or drugs to another for the purposes of facilitating a sexual assault (includes all forms of sex-based hazing).

- Having sex with a person who is vomiting, unable to stand without assistance, or has had to be carried to another location by a partner.
- Telling someone you will “out” them if they don’t engage in sex (disclose their sexual orientation without their consent).
- Telling someone you will fail them or give them a grade different from what they deserve if they don’t agree to have some form of sexual contact.

#### **4. Prohibition on Retaliation**

**Retaliation** against any person for filing, supporting, or providing information in good faith in connection with a Complaint of Sexual Misconduct is strictly prohibited. Violations of this prohibition will be addressed through this Policy. Any person who believes that he or she has been subjected to retaliation should make a report to the Title IX Coordinator or to the Deputy Title IX Coordinator assigned to resolve the Complaint.

#### **5. Prohibition on Providing False Information**

Any individual who knowingly files a false Complaint under this Policy, who knowingly provides false information to College officials, or who intentionally misleads College officials who are involved in the investigation or resolution of a Complaint may be subject to disciplinary action. Reports made in good faith, even if the outcome/finding with regard to the Respondent is “not responsible,” do not constitute “false reports” for purposes of this policy.

#### **6. Confidentiality**

To the extent possible, the College will seek to protect the privacy of the parties involved in Sexual Misconduct Complaints, as well as preserve the confidentiality of information obtained during the Complaint resolution process. However, the College may be required to disclose the party’s identities or other information during the process to comply with the law or guarantee student safety. With respect to any report under this policy, the College will make reasonable efforts to protect the privacy of participants, in accordance with applicable state and federal law, while balancing the need to gather information to assess the report and to take steps to eliminate Sexual Misconduct, prevent its recurrence, and remedy its effects.

Information regarding alleged Sexual Misconduct will generally be disclosed by College personnel only as follows:

- (a) **Strict Confidentiality**. Licensed professional employees in the Wellness Center, the Athletic Trainers Office, and the Chaplains employed by the College are authorized to receive reports of alleged Sexual Misconduct and to maintain strict confidentiality regarding information reported to them. **Personally Identifiable Information** shared with any individuals in the above categories is not part of students' or employees' College records and is not reported to other College personnel, unless the disclosing individual gives his or her consent to the disclosure, or in limited situations as required by law (e.g., in cases of alleged Sexual Misconduct involving a minor, or under conditions of imminent physical harm to other individuals).
- (b) **Heightened Confidentiality**. If information regarding alleged Sexual Misconduct is shared with a Responsible Employee other than those held to strict confidentiality, the Responsible Employee is obligated to report that information to the College's Title IX Coordinator or a Deputy Title IX Coordinator. If the Complainant prefers not to make a Complaint and desires that the Title IX Coordinator *not* share the information with the Respondent or with others, the individual must request that the College apply heightened confidentiality to information. Individuals desiring heightened confidentiality should contact the Title IX Coordinator directly and clearly request that the complaint remain confidential. The College takes requests for heightened confidentiality seriously; however, such requests may limit the College's ability to investigate and take reasonable action in response to a Complaint. Consequently, the Title IX Coordinator must determine whether the request for heightened confidentiality can be honored while still allowing the College to satisfy obligations it has under the law. When making a decision to apply heightened confidentiality to a particular situation, the Title IX Coordinator

may conduct a preliminary investigation into the alleged Sexual Misconduct and will weigh requests for heightened confidentiality against the following factors:

- The seriousness of the alleged Sexual Misconduct;
- Whether the Complainant is a minor;
- Whether there have been other Complaints of Sexual Misconduct against the Respondent; and
- The applicability of any laws mandating disclosure.

The Title IX Coordinator will inform the individual requesting heightened confidentiality whether it can be granted, and will disclose any limitations on maintaining heightened confidentiality. In situations where the College will maintain heightened confidentiality, the following actions may occur:

- The College will take prompt action to limit the effects of the alleged Sexual Misconduct and to prevent its recurrence. For instance, the College may take appropriate [interim measures](#) to ensure an individual's safety even in the absence of a College proceeding.
- Information regarding alleged Sexual Misconduct may be included in College records for the purpose of assessing the campus climate and planning educational programming, as necessary, to eliminate sex discrimination in the College's educational programs and activities, but this information will not become part of the Respondent's educational records unless the case progresses and there is a finding of Sexual Misconduct.
- College personnel will handle information regarding alleged Sexual Misconduct in accordance with applicable local, state, and federal laws. For example, under conditions of potential imminent harm to the community, the College may be required by law to inform the community of the occurrence of the alleged incident(s) of Sexual Misconduct. Similarly, information regarding the alleged Sexual Misconduct may be used as an anonymous report for data collection purposes under the Clery Act.

- As required by Virginia law (Virginia Code §23.1 – 806) in cases where an act of sexual violence has allegedly been committed against a *student*, the Title IX Coordinator must convene a **Review Committee** within 72 hours of receiving information about an alleged incident(s). The Review Committee is required to conduct a **Threat Assessment** and determine if reporting the alleged incident to the law enforcement agency with jurisdiction for investigation is necessary to protect the health or safety of the Complainant or other individuals. The Review Committee will include the Title IX Coordinator or a Deputy Title IX Coordinator, a representative from Campus Police, and a representative from the Office of Student Affairs. The Review Committee may be required to share information about the Complainant and the Respondent with a Virginia Commonwealth Attorney.
- (c) If a Title IX Coordinator determines the College *cannot* honor a Complainant's request for confidentiality, the Complainant will be notified of this before the Respondent is notified of the charges. The Title IX Coordinator will promptly schedule an intake meeting with Complainant and subsequently schedule an intake meeting with the Respondent.

## **7. Requests Not to Investigate and Refusals to File a Complaint or Participate in the Title IX Resolution Process**

A Complainant has multiple options for proceeding with a charge of Sexual Misconduct. The Complainant may request that the College not investigate the allegation(s) reported. The individual may decline to file a Complaint, and/or decline to participate in a Title IX investigation and/or resolution of allegation(s). However, such requests may limit the College's ability to investigate and resolve a Complaint. Regardless of an individual's decisions or requests, Title IX requires the College to take action when responsible employees know, or should have known, that sex discrimination was present in its educational programs or activities. Thus, the College may still take measures, recommended by the Title IX Coordinator, to



eliminate sex discrimination, prevent its reoccurrence, and remedy its effects, even when the victim chooses not to file a Complaint or to participate in the complaint resolution process. Additionally, the Complaint or other information regarding alleged Sexual Misconduct may also be used to make an anonymous report for data collection purposes under the Clery Act.

## **8. Related Misconduct and Limited Immunity**

The College considers the reporting and resolution of Sexual Misconduct cases on campus to be of paramount importance. The College does not condone underage drinking or the use of illegal drugs; however, the College may extend limited immunity from its internal punitive sanctioning in the case of illegal alcohol or drug use to the Complainant, witnesses, and those reporting incidents and/or assisting the victims of Sexual Misconduct, provided that they are acting in good faith in such capacity. The College cannot extend immunity from criminal prosecution of underage drinking or substance abuse in cases that have also been reported to law enforcement personnel.

## **9. Individuals with Disabilities**

The College will make arrangements to ensure that individuals with disabilities are provided reasonable accommodations in order to participate in the procedures outlined in this Policy. Requests for accommodations should be made to the Title IX Coordinator.

# **Article III. Reporting Sexual Misconduct**

## **1. Making a Decision to Report Sexual Misconduct**

Hampden-Sydney College encourages any individual impacted by Sexual Misconduct, any witness of sexual misconduct, or anyone with knowledge of an act of sexual misconduct to make a report to an appropriate College official as soon as

possible. Because the College is sensitive to cultural concerns, religious concerns, familial concerns, and personal concerns that sometimes play a role in an individual's decision-making, H-SC respects the discretion of the individual in these matters to the degree permitted by state, local and federal laws. Although the College strongly encourages victims of sexual misconduct to report that misconduct, the College will not take disciplinary action against a victim who chooses not to make a report.

- a. Male Victims of Sexual Misconduct.** Men and boys can also be victims of Sexual Misconduct. Male students, employees, or third parties who are targets of Sexual Misconduct are also encouraged to report to College officials so that H-SC can take action to eliminate and prevent reoccurrence of the misconduct, provide emotional support, counseling, medical treatment and other remedies.
- b. Indefinite Time Limit for Reporting.** It is not unusual for individuals who have experienced Sexual Misconduct to remain silent following the incident(s). Assistance is always available, regardless of how long ago the incident(s) occurred. Talking with someone immediately may be helpful. There is no time limit for filing a report of Sexual Misconduct under this policy, although if the Respondent is no longer enrolled at the College, employed by the College, or a third-party over whom the College has control, the options for addressing past acts of Sexual Misconduct may be limited.
- c. Reporting Acts of Sexual Misconduct.** In order to empower individuals to make informed decisions about reporting, it is useful to understand some basics about the College's procedures for handling these matters. H-SC recognizes that a *single* act of Sexual Misconduct (e.g., rape, hazing of a sexual nature that causes bodily injury, etc.) can simultaneously involve multiple violations under federal civil law and/or state criminal law. The following examples are for illustrative purposes only.

**Example 1.** If a student commits an act of hazing of a sexual nature that causes bodily injury to another student, that conduct would be a criminal act, in violation of the Virginia State Code. That hazing incident would also violate the College's Sexual Misconduct policies under Title IX.

**Example 2.** If an employee sexually assaults another employee, or a student, the sexual assault would be a criminal act in violation of the Virginia State Code. It would also constitute a violation of the College's Title IX policies.

In both of the above examples, one single act may create multiple violations that may be investigated and adjudicated through different processes. Consequently, Title IX resolution procedures are not a substitute for criminal resolution procedures. The different processes mandate different standards of evidence, different standards of proof, and allow the Respondent different types of assistance in responding to the allegations. The Title IX resolution process operates independently of local law enforcement.

## **2. Reporting to Medical Professionals**

The health of the individual impacted by Sexual Misconduct is of paramount importance. If the nature of the misconduct warrants it, the individual should seek medical attention as soon as possible. Some injuries may not be immediately apparent.

Seeking medical care does not obligate an individual to report an incident of Sexual Misconduct to College officials, or to file a [Criminal Complaint](#). Licensed professional employees who work in the Wellness Center, Athletic Trainers, and health care providers at other medical facilities (as well as employees supervised by such personnel) are required to maintain absolute confidentiality regarding patient information.

During a medical examination by a trained health care provider, an individual may receive necessary medical treatment (e.g., to treat wounds, prevent sexually transmitted diseases, or pregnancy, etc.). Physical evidence may also be collected during a medical examination. The collection of evidence doesn't obligate the patient or health care provider to report an incident of Sexual Misconduct. The existence of physical evidence may subsequently prove important in resolving a Complaint if the patient decides to report the incident.

Specifically, in Virginia victims of sexual assault may elect to obtain medical care in which a forensic nurse, a [Sexual Assault Nurse Examiner](#) (SANE), collects evidence (including clothing fibers, hair, saliva, blood, semen, and body fluid) and submits a [Physical Evidence Recovery Kit \(PERK\)](#) to a state laboratory for storage, without making a report to law enforcement officials. There is no cost to the patient for the medical exam and collection of evidence. If the patient subsequently decides to file a criminal complaint evidence collected in the PERK can be recovered and utilized.

The evidence collection process will be enhanced if the patient does not wash or use the toilet before being seen by a health care provider. If the patient needs to change clothing, it is best to put all clothing that was worn at the time of the incident in a paper bag, not a plastic bag.

Resources for insuring an individual's health following an act of Sexual Misconduct include:

- **Campus Wellness Center.** 204 College Road, Hampden-Sydney, VA 23901. 434-223-6167
- **Centra Southside Medical Center Emergency Department.** 800 Oak St., Farmville, VA, 434-392-8811. A victim of sexual assault may be referred to Lynchburg, VA for treatment by a forensic nurse at the Centra Lynchburg General Hospital. Other medical injuries may be treated in the hospital's Emergency Department in Farmville. A patient who is 18 years old, or older and

who is a dependent on another individual's health insurance policy may keep his/her medical treatments for sexual assault private from the policyholder. Medical personnel cannot share any of a patient's medical information with another individual without the patient's permission. However, when a medical care provider submits a claim for payment to the patient's insurance company, an **Explanation of Benefits** (EOB) form is sent by the insurance company to the policy holder, specifying which treatments were provided and which insured person received medical care. A dependent seeking treatment following sexual assault who does not want the health insurance policy holder to receive an EOB form describing his/her treatment may ask the hospital staff to be treated without being billed.

- **Hampden-Sydney Volunteer Fire Department.** First Responders – 911.
- **Prince Edward County Volunteer Rescue Squad.** 911 .
- **Madeline's House/Piedmont Crisis Center.** 434-292-1077. Toll free hotline (24/7) 888-819-2926, email: [info@madelineshouse.org](mailto:info@madelineshouse.org), website: [www.madelineshouse.org](http://www.madelineshouse.org), P.O. Box 487, Blackstone, VA 23824.

### **3. Reporting to the Police**

A Complainant's safety is also important. If an incident of Sexual Misconduct occurs, it is important to get to a safe place as soon as possible. In an emergency call 911.

**a. Campus Police.** Campus police can provide assistance anywhere on campus and on any College-owned property. Campus police can be reached by:

**(1) Address:** Gilkeson House at the corner of College Road and Five Forks Road. Hampden-Sydney, VA, 23943.

**(2) Telephone.** 434-223-6164 or 911.

**(3) Blue Light Telephones.** The following locations are equipped with emergency blue light phones. The phone can either be manually dialed by pressing the black button to dial campus police at 223-6164, or pressing the red button automatically dials 911.

- **Walter Bortz Library Rear Parking Lot**, Phone [434-223-7298](tel:434-223-7298), Address: 257 Via Sacra, Hampden-Sydney, VA 23943.
- **Venable Dormitory Parking Lot**, Phone [434-223-7208](tel:434-223-7208), Address: rear of Venable Hall, 77 Via Sacra, Hampden-Sydney, VA 23943.
- **Theta-Chi Fraternity House**, Phone [434-223-7209](tel:434-223-7209), Address: Curb in front of 117 Atkinson Avenue, Hampden-Sydney, VA 23943.
- **The Walkway for Carpenter Z and Cushing Hall Dormitory**, Phone [434-223-7210](tel:434-223-7210), Address: 390 Crawley West, Hampden-Sydney, VA 23943.
- **Alpha Dormitory Parking Lot**, Phone [434-223-7087](tel:434-223-7087), Address: 737 Alpha Drive, Hampden-Sydney, VA 23943.
- **Crawley Forum Parking Lot**, Phone [434-223-7305](tel:434-223-7305), Address: 679 College Road, Hampden-Sydney, VA 23943.

A Complainant does not have to determine whether or not particular acts of Sexual Misconduct are violations of criminal law. Law enforcement personnel can do this. Complainants are welcome to have a friend, parent, or other supporter present while making a report to Campus Police.

Following a report of Sexual Misconduct, Campus Police will interview the Complainant about the events that occurred and may take notes during the conversation. One purpose of the interview is to gather information that can be used to identify the accused individual(s). Campus Police may ask questions about the location of the incident, whether there were any witnesses, and what happened before and after the incident. Although the College may extend limited immunity from its internal alcohol policies and substance abuse policies to the Complainant, witnesses, and other individuals reporting incidents of Sexual Misconduct or assisting victims, Campus Police Officers cannot offer immunity from local, state, or federal laws regarding the use of these substances. Campus Police officers may take photographs of the location where the misconduct occurred and collect physical evidence. Officers are trained to treat

all persons interviewed with sensitivity, privacy, and respect. Once the information collection process is complete, a police officer will write a report about the incident(s). This report will be important should a Complainant decide that he/she wants to file formal charges, whether immediately, or at a later date.

**b. Other Local Law Enforcement Agencies.** Hampden-Sydney College recommends that any individual who is the target of Sexual Misconduct outside of the jurisdiction of Campus Police report the incident to the local law enforcement agency. An individual who was the target of, or a witness to, Sexual Misconduct doesn't need to know which law enforcement agency has jurisdiction in his or her locale. Regardless of an individual's location, local law enforcement can be contacted by calling 911 and asking the dispatcher to send the appropriate authorities. Reporting to local law enforcement facilitates warning others, apprehending the accused individual(s), bringing awareness to the community, and maintaining options for criminal prosecution in the future.

**(1) Farmville Police**, 116 North Main St. Farmville, VA, 23901, 434-392-3160.

**(2) Longwood University Police**, Dorrill Dining Hall, 201 High Street, Farmville, VA 23909, 434-395-2091.

**(3) Prince Edward County Sheriff's Office**, 124 South Main St., Farmville, VA, 23901, 434-392-8101.

#### **4. Reporting to the College**

In order to encourage reporting, when a Sexual Misconduct case involves underage drinking, H-SC will not charge the following individuals with a violation of the College's alcohol policy: the Complainant, witnesses, and other individuals making a good faith report or attempting to assist victims of Sexual Misconduct. The College cannot grant immunity from drug or alcohol-related behavior that violates local, state or federal laws.

**a. Title IX Administrative Process.** Reports of Sexual Misconduct may be made in person, over the telephone, or in writing, in which case email is recommended

but not required. A person wishing to report Sexual Misconduct may contact any of the following College employees.

**(1) The Title IX Coordinator and Deputy Coordinators.**

- Ms. Sue Carter, Title IX Coordinator (Cabell Hall, Room 201, 434-223-6061, [svcarter@hsc.edu](mailto:svcarter@hsc.edu));
- Deputy Title IX Coordinators (3)

**(2) Responsible Employees.** Any college employees who have authority to take action to redress sexual misconduct, or who a student or employee could reasonably believe has this authority is a Responsible Employee.

Responsible Employees include:

- The Title IX Coordinator and Deputy Coordinators
- Residential Advisors
- Members of the Faculty
- Athletics Coaches
- College Librarians
- Employees in the Office of Student Affairs
- Campus Police Officers
- Employees in the Office of Academic Success
- Employees in the Office of Human Resources
- The Provost
- The Dean of Students
- The Dean of the Faculty
- The Dean of Admissions
- The Vice President for Business Affairs & Finance
- The Director of Athletics
- The Vice President for Institutional Advancement
- The President of the College



*Before* a student or employee reveals information about an act of Sexual Misconduct that he or she might wish to keep confidential, a Responsible Employee should try to ensure that the individual understands that the Responsible Employee is obligated to report the following information, as soon as practicable, to the Title IX Coordinator:

- The name(s) of the accused;
- The name(s) of the accuser and the name of the Complainant if they are different people; and
- All relevant facts regarding the alleged incident – including the date, time and location.

**(3) Employees Who Can Accept Completely Confidential Reports.**

Employees who have the right to protect the confidentiality of patients as part of their work, or who are providing pastoral care, as well as individuals who are supervised by these employees, are not required to report information about Sexual Misconduct Complaints to the Title IX Coordinator. These include the following professional employees:

- Wellness Center Staff;
- Athletic Trainers; and
- College Chaplains.

**b. Reporting and the Student Justice System.** Sexual misconduct cases in which the accused is a student are not addressed using the Student Justice system. They are resolved using Title IX process described in Articles IV-VI of this policy.

**5. Reporting to the U.S. Department of Education**

The Virginia field office of the Department of Education’s Office of Civil Rights is located at 400 Maryland Avenue, S.W., Washington, DC 20202-1475, Telephone: (202) 453-6020, Fax: (202) 453-6021.

## 6. Reporting Acts of Retaliation

Hampden-Sydney College prohibits retaliation against any person for filing, supporting, or providing information in connection with a Complaint of Sexual Misconduct. Violations of this prohibition will be handled through applicable College disciplinary procedures for students, faculty, and staff, respectively. Any individual who believes that he/she has been subjected to retaliation should report to the Title IX Coordinator, or Deputy Title IX Coordinator assigned to the Complaint. Reports can be made in person, over the telephone, or in writing, in which case email is recommended, but not required.

## Article IV. Intake of Sexual Misconduct Complaints and Procedures for Investigation

### 1. Overview of Procedures Available

The determination of which procedures apply to an incident of alleged Sexual Misconduct depends on the nature of the Sexual Misconduct reported. However, there are some differences in the *implementation* of the Title IX enforcement procedures the College utilizes which depend on whether the Respondent is a student, staff member, faculty member, or third party (e.g., a student from another college, an independent contractor performing work for the College, etc.).

**Table 1 – Potentially Applicable Procedures for Incidents of Alleged Sexual Misconduct**

Type of Sexual Misconduct	Applicable Procedures
Criminal Sexual Misconduct (e.g., rape, stalking)	<ul style="list-style-type: none"><li>• College Title IX Procedure and/or</li><li>• Criminal Justice System</li></ul>
Non-criminal Sexual Misconduct (e.g., verbal sexual harassment)	<ul style="list-style-type: none"><li>• College Title IX Procedure</li></ul>

## **2. Intake Process with Campus Police – for Cases of Criminal Sexual Misconduct**

Campus Police (434-223-6164) or other local law enforcement officers can explain the options available for pursuing a criminal investigation of Sexual Misconduct.

## **3. Intake Process with the Title IX or Deputy Title IX Coordinator**

When a report of Sexual Misconduct is received, the Title IX Coordinator will assign a Deputy Title IX Coordinator to oversee a prompt, fair, and impartial investigation of the Complaint, or the Title IX Coordinator may elect to oversee the investigation and complaint resolution process. The Title IX Coordinator or Assigned Deputy Title IX Coordinator will also be responsible for supervising the Complaint resolution process and insuring the availability of both interim measures and final remedies to the Complainant as appropriate.

As required by Virginia law (Virginia Code §23.1 – 806) in cases where an act of sexual violence has allegedly been committed against a *student*, the Title IX Coordinator must convene a [Review Committee](#) within 72 hours of receiving information about an alleged incident(s). The Review Committee is required to evaluate the incident and determine if reporting the alleged incident(s) to the law enforcement agency with jurisdiction for investigation is necessary to protect the health or safety of the Complainant or other individuals. The Review Committee will include the Title IX Coordinator or a Deputy Title IX Coordinator, a representative from Campus Police, and a representative from the Office of Student Affairs. If the Review Committee determines that preserving confidentiality poses a threat to the health and safety of the Complainant or other individuals, then the representative of Campus Police must act or report the incident to the appropriate law enforcement agency. In cases involving alleged felony sexual assault, either a representative of Campus Police or another Review Committee member must consult with the appropriate Commonwealth Attorney who would be responsible for prosecuting the alleged act of Sexual Violence. There is no requirement to form a Review Committee and make a determination if the alleged act of Sexual Violence was located outside of the United States (e.g., on a study abroad trip). The Complainant retains the right

to participate, or not participate, in any subsequent investigation. More detailed information on the College's obligations under Virginia law (Virginia Code §23.1 – 806) appear in the Appendix (B) to this Policy. *Note: this process may run concurrently with Steps 4 and 5 listed below.*

**a. Conflict of Interest.** If either the Complainant or the Respondent believes that the Assigned Title IX Coordinator has a conflict of interest that impairs the Coordinator's ability to conduct a fair and impartial investigation, the Complainant or the Respondent may petition the Title IX Coordinator in writing (in which case email is preferred, but not required) for an alternative assignment. Potential alternates include the Title IX Coordinator or another Deputy Title IX Coordinator. In order to assure a fair process, the College will carefully consider all such petitions, including the possibility of hiring third parties trained to complete Title IX investigations

**b. Default Assignments of Deputy Title IX Coordinators.** The default assignments will be:

- (1) Associate Dean of Students – if the Respondent is a Hampden-Sydney College Student.
- (2) Associate Dean of Faculty – if the Respondent is a faculty member.
- (3) Director of Human Resources – if the Respondent is a staff member.

**c. Advisors for the Complainant and the Respondent**

Both the Complainant and the Respondent may be accompanied by an advisor of their choice during meetings that are part of the Title IX Complaint resolution process. The advisor can be a friend, relative, mentor, attorney, or other support person of the individual's choosing. However, the advisor's role is limited to advising the person he/she is accompanying. The advisor may not ask questions of, or answer questions from, anyone other than the advisee at any meetings that are part of the Complaint resolution process under this Policy. In the case of a hearing, the advisor may not address the Hearing Panel, cross examine

witnesses, or make statements. If the Title IX Coordinator, the Assigned Deputy Title IX Coordinator, or the Chair of the Hearing Panel determines that an advisor is not complying with these expectations or is being disruptive to the process, then the advisor may be barred from meetings that are part of the Complaint resolution process. The advisor must maintain confidentiality regarding all communications exchanged as part of a Title IX Complaint resolution process. H-SC will not pay attorney's fees in cases where the Complainant or the Respondent choose to have an attorney as their advisor, nor will the College delay its investigative or resolution process due to the availability of a party's counsel.

**d. Timetable for Resolving Complaints**

Hampden-Sydney College will make every reasonable effort to ensure that the investigation and resolution of a Complaint occurs promptly. Unless there are extenuating circumstances, Complaints will normally be resolved within 60 days of their receipt. Investigations that dovetail with winter break or summer break may take longer if witnesses are unavailable. Appeals may also result in an extension of the 60 day time frame for Complaint resolution. Either the Complainant or the Respondent may request an extension of up to 7 days in any deadlines for interviews or hearings. Requests should be made in writing to the Assigned Title IX Coordinator. The request should include the basis for the request and the duration of the extension being sought.

**e. Interim Measures**

Interim measures may be appropriate prior to the completion of an investigation in order to ensure that there is equal access to the College's educational programs and activities based on sex. Some specific examples of interim measures follow.

(1) When a student is the Complainant, interim measures may include, as appropriate:

- options for avoiding contact with the Respondent; potentially including changes in housing assignments, changes in course sections, and a no contact order;
  - the option to delay examinations, papers, or other coursework, as well as options to take an incomplete in a class and make up academic work later;
  - the option to utilize academic support services – including tutoring;
  - the option for a Campus Police escort while moving about campus; or
  - the option to temporarily withdraw from the College.
- (2) When an employee is the Complainant, interim measures may include, as appropriate:
- the option to avoid contact with the Respondent, potentially including a change in office assignments, work assignments, and a no contact order;
  - increased supervision of locations where the misconduct occurred; or
  - the option for a Campus Police escort while moving about campus.

If the Title IX Coordinator or the Assigned Deputy Title IX Coordinator believes it is necessary for the protection of any member of the College community, the following actions may be taken by the College.

- (3) When a student is the Respondent:
- Suspend the Respondent from campus housing;
  - Suspend the Respondent from classes;
  - Restrict the social activities of the Respondent; and
  - Bar the Respondent from campus.
- (4) When an employee is the Respondent:
- Reassign the Respondent to an alternative job or office;
  - Place the Respondent on administrative leave pending the outcome of the Complaint.

**f. Complainant’s Initial Meeting with the Title IX or Assigned Deputy Title IX Coordinator.** As soon as practicable after being assigned to oversee a Complaint, the Title IX Coordinator assigned to the case will contact the

Complainant to schedule an initial meeting. The Assigned Title IX Coordinator will notify the Complainant that he/she may bring an advisor of choice to the meeting and that the advisor can be a friend, relative, mentor, attorney, or any other person of their choosing. At this meeting the Assigned Title IX Coordinator will:

- (1) Provide the individual with a copy of this Policy and a Written Notice of Rights as required by the Clery Act (Appendix C);
- (2) Explain procedures for a formal resolution of the Complaint or informal resolution (i.e., mediation by a trained College employee or third party). Informal resolution is not appropriate, and will not be utilized, in cases of alleged Sexual Violence.
- (3) Explain the steps involved in a Sexual Misconduct investigation and the major time frames for investigation and resolution;
- (4) Discuss confidentiality standards and concerns;
- (5) Explain to the Complainant that the College has an obligation to investigate the incident(s) and inquire to what degree the Complainant wants to participate in the College's investigation and resolution process;
- (6) Explain options for counseling, and advising regarding financial aid (e.g., if the Complainant desires to drop classes, or to request a medical withdrawal from the College), and other support options that are available on- and off-campus;
- (7) Explain what retaliation is and how to report it;
- (8) Discuss interim measures that might be helpful or necessary to protect the Complainant during the investigation and resolution process. Also, explain that even if the individual does not want to make a Complaint (formal or informal), interim measures are available.

**g. Respondent's Initial Meeting with the Assigned Title IX Coordinator.** Once the College receives notice of an incident of Sexual Misconduct, or if the College decides that further investigation is warranted regardless of the presence of a Complaint, the Assigned Title IX Coordinator will schedule a meeting with the

Respondent as soon as practicable after meeting with the Complainant. When scheduling the meeting, the Assigned Title IX Coordinator will notify the Respondent about the subject of the meeting and also notify the Respondent that he/she may bring an advisor of choice to the meeting. The Assigned Title IX Coordinator will explain that the advisor can be a friend, relative, mentor, an attorney, or any other individual of their choosing. During the initial meeting with the Respondent, the Assigned Title IX Coordinator will, as appropriate:

- (1)** Provide the Respondent a copy of the Complaint in writing. The information provided to the Respondent should conform to federal and state privacy laws, and any promises of confidentiality made to the Complainant. If possible, the information should include the name of the Complainant, as well as the date, location and nature of the alleged Sexual Misconduct. The information provided should be sufficient to allow Respondent to address the substance of the Complaint;
- (2)** Provide the Respondent a copy of this Policy;
- (3)** Explain the College's procedures for formal resolution and, where appropriate, informal resolution (mediation) of the Complaint;
- (4)** Explain the steps and major timeframes in a Sexual Misconduct investigation and resolution process;
- (5)** Discuss confidentiality standards and concerns with the Respondent;
- (6)** Discuss non-retaliation requirements with the Respondent;
- (7)** Inform the Respondent of any interim measures being provided to the Complainant – but only if those measures directly affect the Respondent (e.g., changing his/her class schedule, room or office assignment, etc.);
- (8)** Explain options for counseling, advising by financial aid personnel, and other support services available on- and off-campus;
- (9)** Discuss possible interim measures that can be provided to the Respondent to protect his or her safety, as necessary, during the investigation and resolution phases of the Title IX process. The College may implement interim measures on behalf of the Respondent, whether a formal Complaint has been filed, or



whether an investigation is being conducted by either campus officials, or law enforcement; and

- (10) Notify the Respondent that he/she has an opportunity to provide a written statement in response to the allegations and that the statement should be turned into the Assigned Title IX Coordinator within 7 days.

#### **4. Informal Resolution Options Prior to Adjudication**

- a. **Respondent Does Not Contest the Charges.** At any time prior to the date of the hearing a Respondent may choose to acknowledge his/her actions and take responsibility for any alleged acts of Sexual Misconduct. If this occurs, the Assigned Title IX Coordinator will propose a resolution. The purpose of the resolution is to ensure that there is no recurrence of Sexual Misconduct and to remedy the effects of the past Sexual Misconduct. Sanctions may, or may not be necessary to achieve these outcomes. If the Complainant and the Respondent both agree to the resolution proposed by the Assigned Title IX Coordinator, then the Complaint may be resolved without a hearing and without any further rights of appeal by either party. If either the Complainant or the Respondent object to the proposed resolution, then the Complaint will proceed with an investigation (if one has not yet started) and formal, or informal resolution.
- b. **Mediation Option.** Any time after a Complaint is filed, and before a Hearing Panel convenes, the Complainant and the Respondent may elect to follow an informal Complaint resolution process. However, mediation is never appropriate for responding to Complaints of Sexual Violence. Mediation is described in greater depth in Article V.

#### **5. The Investigation**

- a. **Appointment of Investigators.** The Assigned Title IX Coordinator will select at least two Investigators from a pool of staff and tenured faculty professionally trained (with annual refresher training) to investigate Title IX Complaints. When possible the investigative team will include at least one male and one female.

For Complaints in which a faculty member is the Respondent, at least two members of the investigation team will be *tenured* faculty. Following their appointment, the Assigned Title IX Coordinator will share the investigators' names and contact information with the Complainant and the Respondent. In certain circumstances, it may be necessary to appoint outside, trained investigators to assist the College with its investigation.

Within 2 days of their appointment, the Investigators, the Complainant, or the Respondent may notify the Assigned Title IX Coordinator in writing of any perceived conflicts of interest posed by the choice of Investigators. The Assigned Title IX Coordinator will carefully consider such statements and will assign different individuals as Investigators, in the event of any conflict of interest. Outside investigators may be used in addition to, or instead of, faculty or staff in situations involving otherwise intractable conflicts. The Assigned Title IX Coordinator will forward the Complaint to the investigators once their assignments are finalized.

- b. Investigation Procedures and Report.** Upon receipt of the Complaint, the Investigators will promptly begin their investigation. The investigation will be thorough and impartial – and will include the following steps, as appropriate:
- (1)** Conduct interviews with the Complainant, the Respondent, third-party witnesses, or experts and summarize all interviews in writing. The Complainant and Respondent may present evidence or identify witnesses to the investigators at this stage.
  - (2)** Visit, inspect, and take photographs at relevant sites. Because Title IX prohibitions apply both to Sexual Misconduct on campus as well as incidents that occur off-campus and which have the potential to affect individuals' access to the College's educational programs and activities, investigators may sometimes need to visit off-campus sites to obtain evidence (e.g., at off-campus residences, sites of off-campus field trips, or sporting events);

- (3) Collect and preserve relevant evidence where appropriate – including electronic records and social media. In cases of corresponding criminal complaints, this step may be coordinated with law enforcement agencies to determine if the Title IX investigative team can utilize evidence collected by law enforcement personnel. In cases where Campus Police have jurisdiction, the Chief of Police, the Commonwealth’s Attorney, and the Title IX Coordinator will meet to determine what, if any, evidence can be provided by law enforcement authorities in order to aid the Title IX Complaint investigation. Any pauses in the Title IX investigation necessary to accommodate a criminal investigation will be as brief as possible, usually no more than 7 days;
- (4) Review relevant student or employee personnel files;
- (5) Review other expert witness *written* testimony that either the Complainant or the Respondent desire to submit; and
- (6) In the case of a Complaint against a faculty member, the investigators will consider whether the charges in the Complaint arise from conduct that is protected under the faculty member’s rights to Academic Freedom, as stated by the American Association of University Professors in *The 1940 Statement of Principles on Academic Freedom and Tenure*. Academic Freedom never provides protection for acts of Sexual Violence.

The investigative team will complete a detailed written report (“Investigative Report”) that includes all of the evidence collected. The Investigative Report is a factual report of evidence collected and does not draw a conclusion of whether or not a preponderance of the evidence supports the Complaint. The Investigative Report will be submitted to the Assigned Title IX Coordinator.

## **6. Post-Investigation Meetings with the Complainant and the Respondent**

Once the Investigative Report has been submitted the Assigned Title IX Coordinator will meet separately with the Complainant and the Respondent. Both parties will have separate opportunities to review the Investigative Report and to take notes, but

neither party will receive a copy of the Investigative Report. Parties may identify any information that might have been left out of the investigation, and which is relevant to the Complaint. When necessary, the investigators will collect additional information and amend the Investigative Report.

## **7. Post-Investigation Determination by the Assigned Title IX Coordinator**

In circumstances where the Investigative Report finds that the Sexual Misconduct that was *charged* is minor and not pervasive, the Assigned Title IX Coordinator will consult with the Complainant, the Respondent, and the Appropriate Vice-President. If the Respondent is a student the Appropriate Vice-President is the Dean of Students. For a staff member or third-party Respondent, the Vice President for Business is the Appropriate Vice-President. The Dean of Faculty is the Appropriate Vice-President when a faculty member is the Respondent. Without making a finding on whether or not a preponderance of the evidence supports the Complaint, the Assigned Title IX Coordinator's consultations will seek to determine if there is a resolution that will achieve Title IX's goals of eliminating sexual misconduct, preventing reoccurrences, and remedying its effects. If such a resolution can be identified, the Assigned Title IX Coordinator will document the appropriate resolution of the Complaint and will concurrently notify the parties of the determination, and the rationale behind it. If no resolution can be identified at this stage, the Complaint will proceed to mediation (if appropriate) or to formal resolution.

In circumstances where the Investigative Report finds that the alleged Sexual Misconduct that was charged is severe and/or pervasive, the Complaint will move to the next stage in the resolution process.

## **Article V. The Informal Resolution Process – Mediation Procedures**

### **1. Overview of Mediation**

Mediation may be utilized if all the following conditions are met.

- The Complaint does not involve a person under the age of 18.

- The Complaint does not involve Sexual Violence, Domestic Violence, Dating Violence, or Stalking.
- Either party requests it.
- The other party agrees to it.
- The Assigned Title IX Coordinator determines that it is an appropriate mechanism for resolving the Complaint.

If Mediation is used to resolve a Complaint, it must be used for all of the charges that are part of the Complaint. In a Complaint that includes two different charges, there is no option to resolve one charge using mediation and the other using the formal resolution process.

Both parties have the right to end the mediation process at any time and proceed with the formal resolution process. Additionally, if the Assigned Title IX Coordinator makes a determination that the mediation process is not moving towards an effective resolution of the Complaint (i.e., one that prevents reoccurrence of sexual misconduct and one that remedies its effects) the Assigned Title IX Coordinator may end the mediation and proceed to the formal resolution process.

If the mediation is terminated before reaching a successful conclusion, statements or disclosures made by either the Complainant or the Respondent in the course of the mediation may be considered during the formal resolution proceedings. If the mediation reaches a successful conclusion, the Title IX Coordinator will maintain a record of the Complaint and the mediation agreement. Information that is part of this record, including the allegations and the results of the mediation, may be considered if there are any subsequent allegations of Sexual Misconduct against the Respondent.

## **2. The Mediator**

Mediation is overseen by a professionally trained mediator.

### **3. Notice of Mediation**

Once the mediator has been appointed, the Assigned Title IX Coordinator will provide concurrent written notice to the Complainant and the Respondent of the name of the mediator.

Any party may appeal the choice of mediator by submitting a written objection to the Assigned Title IX Coordinator within 3 days of receiving notice of the named mediator. The specific reason(s) for the objection must be stated in the petition. The Assigned Title IX Coordinator will evaluate the objection and determine whether to select an alternate mediator. The name of any alternate mediator selected will be sent to both the Complainant and the Respondent. The Mediator will set the date of the first meeting after consulting with the Complainant and the Respondent.

### **4. No Contact Prior to Mediation**

The Complainant and the Respondent should not contact each other outside of the mediation. The Assigned Title IX Coordinator will stipulate exceptions, if appropriate. The Assigned Title IX Coordinator may take interim measures, as necessary, to reduce or eliminate contact between the parties in the Complaint. For example, students' housing assignments or course schedules may be altered. Employees may have their office assignments or work schedules altered for the duration of the mediation.

### **5. Attendance Requirements**

Both the Complainant and the Respondent are expected to attend mediation meetings. Unless there are extenuating circumstances, if either party fails to appear, the mediator may determine that the Complaint proceed to the formal resolution process.

### **6. Mediation Meetings**

**a. Rights of the Parties.** During the mediation meetings, the Complainant and the Respondent may:

- (1) Communicate their feelings and perceptions regarding the alleged incident and its impact on themselves;
- (2) Communicate their wishes and expectations regarding protection in the future.

**b. Counsel and Advisors.** Both the Complainant and the Respondent may bring an advisor to the mediation, who may be a friend, parent, mentor, an attorney, or any other person of their choosing. The advisor will not speak to the mediator, or to the other party. The advisor, as well as either party to the Complaint may request pauses in the mediation so that they can speak in private.

## **7. Resolution**

If the mediation results in a resolution between the parties, the Assigned Title IX Coordinator will review the resolution. The Assigned Title IX Coordinator will ascertain whether the resolution will prevent reoccurrence of Sexual Misconduct and if it will remedy the effects of Sexual Misconduct. If the Assigned Title IX Coordinator concludes that these mandates of Title IX are met, the informal procedure will be concluded and the Complaint will be closed. If the parties are unable to reach a resolution, the formal resolution process outlined in Article VI of this Policy will commence.

## **8. Privacy and Disclosure**

In order to comply with the [Family Educational Rights and Privacy Act](#) (FERPA) and Title IX, the mediation process is not open to anyone other than the mediator, the Complainant, the Respondent, and their respective individual advisors. Documents prepared to facilitate the mediation (including the Investigative Report and the notice of the mediation), and any other information introduced at the mediation may not be disclosed outside of the mediation, unless it is required or authorized by law. Neither this section nor any other provision of the College's policy prohibits or discourages employees from bringing complaints to the Equal

Employment Opportunity Commission (“EEOC”) or the U.S. Department of Education’s Office for Civil Rights (OCR).

**9. Documentation**

The College will retain any documentation of the mediation for at least 10 years.

**Article VI. The Formal Resolution Process**

A **Hearing Panel** will be convened as soon as practicable following the completion of the Investigative Report and a decision by the Assigned Title IX Coordinator and the Appropriate Vice President not to close the Complaint. The Hearing Panel will conduct a hearing during which it will interview and question the Complainant, the Respondent, as well as any witnesses, or other third parties whose testimony the Hearing Panel deems relevant, or whom the Complainant or Respondent name to provide relevant testimony.

**1. The Hearing Panel**

The Assigned Title IX Coordinator will appoint Hearing Panel members as specified below.

**Table 2 – Membership and Organization of the Hearing Panel**

Respondent is a Student	Respondent is a Faculty Member – Potential Sanctions do Not Include Suspension or Termination	Respondent is a Staff Member
One faculty member from the Grievance Committee will chair the Hearing Panel. The second panel member will be from a pool of staff trained to adjudicate Title IX Complaints. The Student Court Chair serves as the third member of the Panel. A faculty member will not serve	The Assigned Title IX Coordinator will appoint three tenured faculty members from the Faculty Grievance Committee to the Hearing Panel. The members of the Hearing Panel will elect their own Chair.	The Hearing Panel will include at least one tenured faculty member from the Faculty Grievance Committee. Staff appointees will come from a pool of staff trained to adjudicate Title IX Complaints. The members of the Hearing Panel will



<p>on the Hearing Panel if a student he/she has been an academic advisor to is a party in the Complaint. Staff who have worked with or supervised a student who is a party in the Complaint will not serve on the Hearing Panel. Coaches will not serve on the Hearing Panel if a student-athlete is a party in the Complaint. If the Student Court Chair is unavailable to serve on the Hearing Panel, or if either the Complainant or the Respondent successfully petition the Assigned Title IX Coordinator to replace the Student Court Chair for a perceived conflict of interest, the Assigned Deputy Title IX Coordinator will designate another member of the Student Court to serve on the Hearing Panel.</p>		<p>elect their own Chair. A staff member will not serve on the hearing panel if the Respondent is someone the staff member reports to.</p>
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## 2. Third-Parties as Respondents

HS-C may have limited authority to implement hearings or internal discipline against third-party Respondents who are not enrolled or employed by the College. The College nevertheless strongly encourages reporting instances of third-party sexual misconduct, just as it does reports involving student, faculty, or employee Respondents. As with all instances of Sexual Misconduct, in cases involving third-party Respondents, the College will investigate and take appropriate remedial steps possibly including, where appropriate, referrals to outside institutions or law enforcement and/or other measures to protect the College community.

## 3. Notice of Composition of the Hearing Panel

Promptly after appointing the members of the Hearing Panel, the Assigned Title IX Coordinator will provide concurrent written notice to the Complainant and the Respondent, identifying the individuals who will serve on, and chair the Hearing Panel. If only a portion of the alleged misconduct justifies continuing to the hearing process, the Assigned Title IX Coordinator will also specify in the notice which alleged conduct or violations will be the subject of the hearing.

Either the Complainant or the Respondent may challenge the participation of members of the Hearing Panel for having a conflict of interest by submitting a petition, in writing, to the Assigned Title IX Coordinator. There is a 3 day time limit for submitting a petition. The petition must state the specific reason(s) for the perceived conflict of interest. The Assigned Title IX Coordinator will evaluate objections and determine whether to replace members of the Hearing Panel. Any changes in the membership of the Hearing Panel will be provided in writing to the Complainant and the Respondent at least 10 days before the hearing is to take place. Once the membership of the Hearing Panel is finalized the Assigned Title IX Coordinator will provide the Panel with the Complaint, any written response provided by the Respondent, and the Investigative Report.

## **5. Hearing Policies and Procedures.**

**a. Submission of Written Materials by the Complainant and the Respondent.** The Assigned Title IX Coordinator will advise both the Complainant and the Respondent that they have 3 days following notification of the composition of the Hearing Panel to provide the Hearing Panel Chair with: (1) a written statement regarding the charges and allegations to be adjudicated, (a) in the case of Complainant, this will be his or her allegations related to the charges; (b) in the case of the Respondent, this will be his or her responses to the charges and the Respondent's defense to the charges; and (2) a list of witnesses, if any, that either party wants the Hearing Panel to interview along with a brief description of each witness's connection to and/or knowledge of the issues in dispute.

If either party wishes to submit an expert analysis report at the hearing it should be submitted at this time. Whether such written expert testimony or reports will be presented and considered at the hearing will be left to the discretion of the Assigned Title IX Coordinator; oral testimony by experts will not be permitted save for in extraordinary circumstances. In determining whether to permit expert reports at the hearing, the Assigned Title IX coordinator will consider (a) whether the expert's scientific, technical, or other specialized knowledge will help the Hearing Panel to understand the evidence or to determine a fact in issue; (b) the written testimony or report is based on sufficient facts or data; (c) the testimony or report is the product of reliable principles and methods; and (d) the expert has reliably applied the principles and methods to the facts at issue.

- b. Notice of the Hearing Date.** Within 7 days after all parties have been notified of the final composition of the Hearing Panel, the Chair will notify the Complainant, the Respondent, and any witnesses, or other third parties who will testify regarding the date, time, and location of the hearing. Both the Complainant and the Respondent will receive lists that include the names of all persons who will be interviewed during the hearing, and will have the option to review and take notes on a copy of the Investigative Report.
- c. Failure to Appear.** Unless there are extenuating circumstances, if either the Complainant or the Respondent fails to appear before the Hearing Panel, then the Hearing Panel will proceed to resolve the Complaint based on evidence and testimony of those who are available to testify. The Assigned Title IX Coordinator will determine what constitutes extenuating circumstances.
- d. Special Arrangements and/or Accommodations.** In addition to disability-related accommodations, both the Complainant and the Respondent may request special accommodations during the hearing. Such accommodations may include the provision of a screen between both parties – if both individuals are in the same room as the Hearing Panel, use of video-conferencing

technology to participate in the hearing remotely from another room on campus, or from a location off-campus. Requests for special accommodations must be submitted in writing to the Assigned Title IX Coordinator no later than 3 days before the hearing. The Assigned Title IX Coordinator will attempt to accommodate such requests, to the extent that they don't create an undue technological or financial burden to the College, or to either party in the Complaint.

**e. No Contact Prior to the Hearing.** The Complainant and the Respondent should not contact each other or members of the Hearing Panel outside of the hearing. The Assigned Title IX Coordinator will stipulate exceptions as appropriate. The Assigned Title IX Coordinator may take interim measures, as necessary, to reduce or eliminate contact between the parties in the Complaint. For example, students' housing assignments or course schedules may be altered. Employees may have their office assignments or work schedules altered for the duration of the hearing.

**f. Evidentiary Matters.** The Complainant and the Respondent will have equal opportunities to present evidence during the hearing. Formal rules of evidence will not be observed during the hearing. Evidence concerning the prior sexual history of Complainant with anyone other than the Respondent will not be permitted at the hearing. The College recognizes that the mere fact of a current or previous consensual dating or sexual relationship between the two parties does not itself imply consent or preclude a finding of sexual violence or misconduct. The College will attempt to conduct the hearing in a manner that does not inflict additional trauma on the Complainant, the Respondent, or witnesses.

**g. Hearing Procedures.** An audio recording of the hearing will be made and the hearing will be open to a limited number of individuals, including the members of

Hearing Panel, the Assigned Title IX Coordinator, the Complainant, and the Respondent. Additionally, both the Complainant and the Respondent are permitted to have an advisor of choice with them throughout the hearing. The advisor may be a friend, relative, mentor, attorney, or any other individual. The advisor may not speak to anyone other than the person they are advising. The advisor may not address the Hearing Panel, or cross-examine witnesses. The Hearing Panel will be responsible for asking questions of the parties and the witnesses and developing evidence through testimony. The Chair of the Hearing Panel will resolve any questions concerning procedure or the admission of evidence or testimony (including the relevancy and reliability of the evidence and testimony). All witnesses and in particular members of the College community are expected to provide truthful testimony. Both the Complainant and the Respondent will have equal opportunities to introduce evidence into the hearing record, but they will not cross-examine each other. Each party may submit questions for the other party, in writing, to the Hearing Panel Chair, who will determine whether, or in what form, to pose such questions. Witnesses and others called to testify will be present only during their own interviews.

## **6. Hearing Outcome**

- a. The Decision of the Hearing Panel.** Following the conclusion of the hearing, the members of the Hearing Panel will confer. A majority vote of the Hearing Panel will determine whether the evidence presented at the hearing, as well as the information provided in the Investigative Report, the parties' written statements (if any), and witness testimony establishes that it is more likely than not (i.e., more than 50 percent likely) that the Respondent committed Sexual Misconduct. This **Preponderance of the Evidence Standard** is the only evidentiary standard that may be used in a Title IX resolution process. The Hearing Panel will immediately report their findings, along with recommended sanctions, if applicable, to the Assigned Title IX Coordinator.

**b. Sanctions.** The purpose of the College’s response to a finding of Sexual Misconduct is to eliminate it, prevent reoccurrences, and remedy its effects. If a majority of Hearing Panel members conclude that a preponderance of the evidence supports a finding of Sexual Misconduct, they may recommend sanctions. Except for cases where a faculty member is the Respondent, the Assigned Title IX Coordinator will make a **final determination** regarding any sanctions to be applied to the Respondent. If the Respondent is a faculty member and the potential sanctions do not include suspension or termination, the Provost and Dean of the Faculty will make a final determination regarding any sanctions to be applied to the Respondent. Sanctions may be one of multiple College responses to acts of Sexual Misconduct. Others may include educational interventions, changes in campus security practices – including increased monitoring of the location(s) where Sexual Misconduct occurred. Sanctions adopted following a finding of Sexual Misconduct will depend upon the nature and gravity of the charges, any record of prior discipline for Sexual Misconduct, or both.

**Table 3 – Sanctions in Cases of Sexual Misconduct**

Respondent is a Student	Respondent is a Faculty Member – (where potential sanctions do not include suspension/termination) <sup>3</sup>	Respondent is a Staff Member
Sanctions may include; issuing a no-contact order to the Respondent, disciplinary probation, expulsion from campus housing, mandated counseling, educational sanctions (e.g., sexual assault awareness training), suspension, or expulsion from the College. If the charges include Sexual	The Assigned Title IX Coordinator will report the findings of the Hearing Panel and the recommended sanctions to the Provost and Dean of the Faculty. He/she will make a determination regarding sanctions to be applied to the Respondent. Sanctions may include; issuing a no-contact order to the	Sanctions may include; issuing a no-contact order to the Respondent, a change in the Respondent’s office location, mandated counseling, and/or educational sanctions (e.g., sexual assault awareness training), suspension, or termination from employment. Once

<sup>3</sup> Procedures in cases involving faculty that include potential sanctions up to suspension or termination are discussed below.

<p>Violence and the sanction is suspension or expulsion, or if a Respondent withdraws from the College prior to a resolution of the Complaint, then a notation will be made on the student's academic transcript. The notation will state: <i>"Suspended, Dismissed, or Withdrew while under investigation for an offense involving Sexual Violence in violation of Hampden-Sydney College's Code of Student Conduct."</i> If a student who has been suspended completes the suspension and returns to the College as a student in good standing, the notation will be removed from his/her academic transcript. Once sanctions have been determined, the Deputy Title IX Coordinator will concurrently notify the Complainant and the Respondent of the outcome of the hearing and sanctions imposed via telephone or email.</p>	<p>Respondent, a change in the Respondent's office location, mandated counseling, and/or educational sanctions (e.g., sexual assault awareness training). Once sanctions have been determined, the Provost and Dean of the Faculty will concurrently notify the Complainant and the Respondent of the outcome of the hearing and sanctions imposed via telephone or email.</p>	<p>sanctions have been determined, the Deputy Title IX Coordinator will concurrently notify the Complainant and the Respondent of the outcome of the hearing and sanctions imposed via telephone or email.</p>
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If there is no appeal, sanctions will take effect immediately. If there is an appeal, sanctions will not be effective until the resolution of the appeal. An exception to this Policy will apply if the Assigned Title IX Coordinator concludes that in order to protect the welfare of the Complainant or the College community it is advisable for any sanctions be effective immediately and to continue in effect until the appeal process is concluded.

- c. Final Accommodations and Corrective Action.** Once the hearing has concluded, and if there has been a finding of Sexual Misconduct, the Assigned Title IX Coordinator will meet with the Complainant to determine what, if any final accommodations should be made. The Assigned Title IX Coordinator will notify the Complainant in writing of the accommodations the College will provide. If any of these accommodations affect the Respondent, the Assigned Title IX Coordinator will notify the Respondent in writing.
- d. Preventing Retaliation.** The Assigned Title IX Coordinator will also take steps to prevent harassment of, or retaliation against any of the parties who participated in the investigation and hearing process, by briefing them on how to report retaliation, following up with them to ensure that there have been no retaliatory actions, and providing appropriate education for the College community if necessary, and providing counseling for the Respondent. The Assigned Title IX Coordinator will also, where appropriate, take steps to prevent the harassment of the Respondent. Finally, the Assigned Title IX Coordinator will take prompt corrective action if any party to the Complaint experiences further harassment, or if there is non-compliance with the original sanctions imposed on the Respondent. In cases involving Sexual Harassment, the Assigned Title IX Coordinator will also take reasonable steps to eliminate any hostile environment that has been created. In taking such steps, the Assigned Title IX Coordinator will make every reasonable effort to minimize the burden on the Complainant.
- e. Final Outcome Letter.** Within 7 days following the conclusion of the hearing, the Assigned Title IX Coordinator will issue a **Final Outcome Letter** concurrently to each party in the Complaint. If sanctions are imposed, the Final Outcome Letter will describe the disciplinary actions taken, the date disciplinary actions are imposed, and the duration of the sanction(s). If there has been a finding of Sexual Violence against a Student-Respondent and the sanctions include suspension or expulsion, or if the student withdraws from the College prior to the completion of the Title IX resolution process, the Final Outcome Letter will notify



the Respondent that one of the following statements will appear on his/her academic transcript.

**f. Academic Transcript Notations.**

- (1) If sanctions include suspension of a student Respondent for offenses of Sexual\_Violence, the Registrar of the College will place a prominent notation on the student's academic transcript stating, "*Suspended for an offense involving Sexual Misconduct in violation of Hampden-Sydney College's Code of Student Conduct.*"
- (2) If sanctions include expulsion of a student Respondent for offenses of Sexual Violence, the Registrar of the College will place a prominent notation on the student's academic transcript stating, "*Expelled for an offense involving Sexual Misconduct in violation of Hampden-Sydney College's Code of Student Conduct.*"
- (3) If a Student-Respondent in a Complaint involving Sexual Violence withdraws from the College before the resolution process concludes, the Registrar of the College will place a prominent notation on the student's academic transcript stating, "*Withdrew prior to the conclusion of a Complaint resolution procedure for an offense involving Sexual Misconduct in violation of Hampden-Sydney College's Code of Student Conduct.*"
- (4) If a student Respondent is subsequently found not to have committed the offense(s) that gave rise to the transcript notation, the statement will be expunged from the student's academic transcript.
- (5) Notice of a student Respondent's suspension will be expunged from the student's academic transcript if the student: (1) completes the term of the suspension and any conditions thereof, and (2) has been found by the Title IX Coordinator to be in good standing upon any subsequent readmission to the College.

**g. Confidentiality and Disclosure.** All documents prepared in anticipation of the hearing – including: the Complaint; the Investigative Report; notice of the hearing; any pre-hearing submissions ; documents, testimony, or other information introduced at the hearing; and the Final Outcome Letter may not be further disclosed, except as authorized by law (e.g., in a subpoena that is part of a criminal proceeding).

## **7. Appeals.**

The Complainant or the Respondent may appeal the decision of the Hearing Panel and/or the sanction imposed on the Respondent within 7 days from the date the Final Outcome Letter is received. Both the decision of the Hearing Panel and the sanction(s) imposed on the Respondent are open to appeal, and may be appealed simultaneously.

**a. Appeals of the Hearing Panel’s Decision Regarding Responsibility.** The only permissible grounds for an appeal are: (1) availability of new germane evidence that was not, despite the due diligence of the parties, available at the time of the hearing; (2) substantial and material procedural errors during the hearing that may have impacted the outcome and/or (3) the panel substantially and materially abused its discretion in weighing the available evidence or in reaching its conclusion.

**b. Appeals of the Hearing Panel’s Decision Regarding Sanctions.** The sanctions imposed on the Respondent may be appealed on grounds that the sanction imposed was not appropriate given the nature of the Sexual Misconduct for which the Respondent was found responsible. The Complainant may appeal on grounds that the sanctions were insufficient and the Respondent may appeal on the grounds that the sanctions were excessive.

**c. The Appeals Procedure.** Appeals to the findings of the Hearing Panel can be filed by either the Complainant or the Respondent. However, the mechanism for

addressing the appeal varies depending on whether the Respondent is a student, or a faculty member.

**d. Table 4 – Appealing the Decision of the Hearing Panel**

Respondent is a Student	Respondent is a Faculty Member (where potential sanctions do not include suspension/termination) <sup>4</sup>	Respondent is a Staff Member
<p>Appeals must be made in writing to the Dean of Students, who will notify the Assigned Title IX Coordinator and the other party (i.e., the Complainant or the Respondent) that an appeal has been filed. After reviewing the evidence from the hearing, including the recording of the hearing, the Dean of Students will determine if: (1) the decision of the Hearing Panel should stand; or (2) the decision of the Hearing Panel should be overturned; or (3) additional evidence should be obtained before making an appellate decision. If the Dean of Students decides to overturn the decision of the Hearing Panel, or that additional evidence should be obtained, he/she will consult with the Assigned Title IX Coordinator on the appropriate steps to be taken to come to a final resolution of the complaint. The Dean of Students will notify the Assigned Title IX Coordinator, the Complainant, and the Respondent concurrently of the decision and actions to</p>	<p>Appeals must be made in writing to the President of the College, who will notify the Assigned Title IX Coordinator and the other party (i.e., the Complainant or the Respondent) that an appeal has been filed. After reviewing the evidence from the hearing, including the recording of the hearing, the President will determine if: (1) the decision of the Hearing Panel should stand; or (2) the decision of the Hearing Panel should be overturned; or (3) additional evidence should be obtained before making an appellate decision. If the President decides to overturn the decision of the Hearing Panel, or that additional evidence should be obtained, the President will consult with the Assigned Title IX Coordinator on the appropriate steps to be taken to come to a final resolution of the complaint. The President will notify the Assigned Title IX Coordinator, the Complainant, and the Respondent concurrently of the decision and actions to be taken. There is no further appeal..</p>	<p>Appeals must be made in writing to Vice President for Business who will notify the Assigned Title IX Coordinator and the other party (i.e., the Complainant or the Respondent) that an appeal has been filed. After reviewing the evidence from the hearing, including the recording of the hearing, the Vice President will determine if: (1) the decision of the Hearing Panel should stand; or (2) the decision of the Hearing Panel should be overturned; or (3) additional evidence should be obtained before making an appellate decision. If the Vice President decides to overturn the decision of the Hearing Panel, or that additional evidence should be obtained, the Vice President will consult with the Assigned Title IX Coordinator on the appropriate steps to be taken to come to a final resolution of the complaint. The Vice President will notify the Assigned Title IX Coordinator, the Complainant, and the Respondent concurrently of</p>

<sup>4</sup> Procedures in cases involving faculty that include potential sanctions up to suspension or termination are discussed below.

be taken. There is no further appeal.		the decision made and actions to be taken. There is no further appeal.
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**8. Documentation.** The College will retain documentation (including but not limited to the written Complaint, notifications, the Investigative Report, any written findings of fact, petitions for appeal, and any written communication between the parties) for at least 10 years.

**Article VII. The Formal Resolution Process in Cases Involving Faculty as Respondents – Where Suspension or Termination is a Potential Sanction**

The following procedure will be utilized in cases where the Respondent is a faculty member with continuous tenure, or an unexpired special or probationary appointment, and where the severity of the Sexual Misconduct would warrant a sanction of suspension or termination if the allegations are supported by a preponderance of the evidence. .

**1. Assessment of the Charges**

Following the completion of the Investigative Report, the Title IX Coordinator will first confer with the Provost and Dean of the Faculty who will make a preliminary determination of sanctions to apply if the charges in the Complaint were to be supported by a preponderance of the evidence. If the list of sanctions includes either suspension or termination of employment, the Title IX Coordinator will provide the President of the College with a copy of the Complaint and the Investigative Report. The Title IX Coordinator and the Provost and Dean of the Faculty will confer with the President regarding the nature of the charges and the potential sanctions. Afterwards, the President will meet with the Respondent who has the option to accept responsibility for the charges and to also accept any sanctions proposed by the President. Alternatively, the Respondent may choose to proceed with a hearing on the Complaint.

## **2. The Hearing Panel**

If the Respondent chooses to proceed with a hearing, the Provost and Dean of the Faculty will select three members of the Faculty Grievance Committee to serve on the Hearing Panel, which will elect its own chair. If the Hearing Panel will hear only a subset of the initial Complaint, then the President will specify which part(s) of alleged misconduct will be the subject of the hearing.

## **3. Notice of Composition of the Hearing Panel**

Promptly after the Provost and Dean of the Faculty has appointed the members of the Hearing Panel, the Assigned Title IX Coordinator will provide concurrent written notice to the Complainant and the Respondent, identifying the individuals who will serve on, and chair the Hearing Panel.

Either the Complainant or the Respondent may challenge the participation of members of the Hearing Panel for having a conflict of interest by submitting a petition, in writing, to the Assigned Title IX Coordinator. There is a 3 day time limit for submitting a petition. The petition must state the specific reason(s) for the perceived conflict of interest. The Provost and Dean of the Faculty will evaluate the objection and determine whether to appoint other members of the Faculty Grievance Committee to the Hearing Panel to replace the individual(s) who have been challenged. Any changes in the membership of the Hearing Panel will be provided in writing to the Complainant and the Respondent at least 10 days prior to the date of the first hearing.

Once the membership of the Hearing Panel is finalized, the Assigned Title IX Coordinator will forward copies of the Complaint and the Investigative Report to the members of the Hearing Panel.

## **4. Hearing Policies and Procedures**

**a. Submission of Written Materials by the Complainant and the Respondent.** The Deputy Title IX Coordinator assigned to the Complaint will advise both the Complainant and the Respondent that they have 3 days following

notification of the composition of the Hearing Panel to provide the Hearing Panel Chair with: (1) a written statement regarding the charges and allegations to be adjudicated, (a) in the case of Complainant, this will be his or her allegations related to the charges; (b) in the case of the Respondent, this will be his or her responses to the charges, allegations and the Respondent's defense to the charges; and (2) a list of witnesses, if any, that they want the Hearing Panel to interview along with a brief description of each witness's connection to and/or knowledge of the issues in dispute.

If either party wishes to submit an expert analysis report at the hearing it should be submitted at this time. Whether such written expert testimony or reports will be presented and considered at the hearing will be left to the discretion of the Title IX Coordinator; oral testimony by experts will not be permitted save for in extraordinary circumstances. In determining whether to permit expert reports at the hearing, the Title IX coordinator will consider (a) whether the expert's scientific, technical, or other specialized knowledge will help the Hearing Panel to understand the evidence or to determine a fact in issue; (b) the written testimony or report is based on sufficient facts or data; (c) the testimony or report is the product of reliable principles and methods; and (d) the expert has reliably applied the principles and methods to the facts at issue.

**b. Notice of the Hearing Date.** Within 7 days after all parties have been notified of the final composition of the Hearing Panel, the Chair will notify the Complainant, the Respondent, and any witnesses, or other third parties who will testify regarding the date, time, and location of the Hearing. Both the Complainant and the Respondent will receive lists that include the names of all persons who will be interviewed during the hearing, and will have the option to review and take notes on a copy of the Investigative Report.

**c. Failure to Appear.** Unless there are extenuating circumstances, if either the Complainant or the Respondent fails to appear before the Hearing Panel, then

the Hearing Panel will proceed to resolve the Complaint based on evidence and testimony of those who are available to testify. The Provost and Dean of the Faculty will determine what constitutes extenuating circumstances.

**d. Special Arrangements and/or Accommodations.** In addition to disability-related accommodations, both the Complainant and the Respondent may request special accommodations during the hearing (e.g., being allowed to participate in the hearing remotely from a separate room, the provision of a screen between the Complainant and the Respondent – if both are in the same room as the Hearing Panel). Requests for special accommodations must be submitted in writing to the Assigned Title IX Coordinator no later than 3 days before the hearing. The Assigned Title IX Coordinator will attempt to accommodate such requests, to the extent that they don't create an undue technological or financial burden to the College, or to either party in the Complaint.

**e. No Contact Prior to the Hearing.** The Complainant and the Respondent should not contact each other, or members of the Hearing Panel outside of the hearing. The Provost and Dean of Faculty will stipulate exceptions as appropriate. The Provost and Dean of Faculty may take interim measures, as necessary, to reduce or eliminate contact between the parties in the Complaint. For example, faculty members may have their office assignments or work schedules altered for the duration of the hearing.

**f. Evidentiary Matters.** The Complainant and the Respondent will have equal opportunities to present evidence during the hearing. Formal rules of evidence will not be observed during the hearing. Evidence concerning the prior sexual history of Complainant with anyone other than the Respondent will not be permitted at the hearing. The College recognizes that the mere fact of a current or previous consensual dating or sexual relationship between the two parties does not itself imply consent or preclude a finding of sexual violence. The

College will attempt to conduct the hearing in a manner that does not inflict additional trauma on the Complainant, Respondent, or witnesses.

**g. Hearing Procedures.** An audio recording of the hearing will be made and the hearing will be open to a limited number of individuals, including the members of Hearing Panel, the Assigned Title IX Coordinator, the Complainant, and the Respondent. Additionally, both the Complainant and the Respondent are permitted to have an advisor with them throughout the hearing. The advisor may be a friend, relative, mentor, an attorney, or any other person of their choosing. The advisor may not speak to anyone other than the person they are advising. The advisor may not address the Hearing Panel, or cross-examine witnesses. The Hearing Panel will be responsible for asking questions of the parties and the witnesses and developing evidence through testimony. The Chair of the Hearing Panel will resolve any questions concerning procedure or the admission of evidence or testimony (including the relevancy and reliability of the evidence and testimony). Members of the College community are expected to provide truthful testimony. Both the Complainant and the Respondent will have equal opportunities to introduce evidence into the hearing record, but they will not cross-examine each other. Each party may submit questions for the other party, in writing, to the Hearing Panel Chair, who will determine whether, or in what form, to pose such questions. Witnesses and others called to testify will be present only during their own interviews.

## **5. Hearing Outcome**

- a. The Decision of the Hearing Panel.** Following the conclusion of the hearing, the members of the Hearing Panel will confer. A majority vote of the Hearing Panel will determine whether the evidence presented at the hearing, as well as the information provided in the Investigative Report, the parties' written statements (if any), and any expert witness written testimony establishes that it is more likely than not (i.e., more than 50 percent likely) that the Respondent committed Sexual Misconduct. This *Preponderance of the Evidence Standard* is the only



evidentiary standard that may be used in a Title IX adjudication process. The Hearing Panel will immediately report their findings to the Assigned Title IX Coordinator, who will report them to the Provost and Dean of the Faculty.

**b. Sanctions.** The purpose of the College's response to a finding of Sexual Misconduct is to eliminate it, prevent reoccurrences, and remedy the effects of Sexual Misconduct. If a majority of Hearing Panel members conclude that Sexual Misconduct occurred, the Provost and Dean of the Faculty will make a final determination regarding any sanctions to be applied to the Respondent. Sanctions may be one of multiple College responses to acts of Sexual Misconduct. Other College responses may include educational interventions, and changes in campus security practices – including increased monitoring of the location(s) where Sexual Misconduct occurred. Once sanctions have been determined, the Provost and Dean of the Faculty will concurrently notify the Complainant and the Respondent of the outcome of the hearing and sanctions.

If there is no appeal, sanctions will take effect immediately. In the case of an appeal, sanctions will not be effective until the resolution of the appeal. An exception to this Policy will apply if the Provost and Dean of the Faculty concludes that in order to protect the welfare of the Complainant or the College community it is advisable for any sanctions be effective immediately and to continue in effect until the appeal process is concluded.

**c. Final Accommodations and Corrective Action.** Once the hearing has concluded, and if there has been a finding of Sexual Misconduct, the Provost and Dean of the Faculty and the Assigned Title IX Coordinator will meet with the Complainant and determine what, if any final accommodations should be made. The Assigned Title IX Coordinator will notify the Complainant of the accommodations the College will provide. If any of these accommodations affect the Respondent, the Provost and Dean of the Faculty will also notify the Respondent (e.g., a change in office location or classroom location).

The Provost and Dean of the Faculty will also take steps to prevent harassment of, or retaliation against any of the parties who participated in the investigation and hearing process, by briefing them on how to report retaliation, following up with them to ensure that there have been no retaliatory actions, providing education, as appropriate, for the school community, and providing counseling for the Respondent. The Provost and Dean of the Faculty will also take steps to prevent the harassment of the Respondent.

Finally, the Provost and Dean of the Faculty will take prompt corrective action if any party to the Complaint experiences further harassment, or if there is non-compliance with the original sanctions imposed on the Respondent. In cases involving Sexual Harassment, the Provost and Dean of the Faculty will also take reasonable steps to eliminate future harassment. In taking such steps, the Provost and Dean of the Faculty will make every reasonable effort to minimize the burden on the Complainant.

**d. Preventing Retaliation.** The Assigned Title IX Coordinator will also take steps to prevent harassment of, or retaliation against any of the parties who participated in the investigation and hearing process, by briefing them on how to report retaliation, following up with them to ensure that there have been no retaliatory actions, and providing appropriate education for the College community if necessary, and providing counseling for the Respondent. The Assigned Title IX Coordinator will also, where appropriate, take steps to prevent the harassment of the Respondent. Finally, the Assigned Title IX Coordinator will take prompt corrective action if any party to the Complaint experiences further harassment, or if there is non-compliance with the original sanctions imposed on the Respondent. In cases involving Sexual Harassment, the Assigned Title IX Coordinator will also take reasonable steps to eliminate any hostile environment that has been created. In taking such steps, the Assigned Title IX Coordinator will make every reasonable effort to minimize the burden on the Complainant.

**e. Final Outcome Letter.** Within 7 days following the conclusion of the hearing, the Provost and Dean of the Faculty will issue a Final Outcome Letter concurrently to each party in the Complaint. For faculty Respondents found responsible for acts of Sexual Misconduct, the Final Outcome Letter will state (1) the name of the Respondent, (2) the violation(s) of the College's Sexual Misconduct Policy that are supported by a preponderance of the evidence – or a statement that the Respondent was found *not* to have violated the Policy, (3) the rationale for the specific finding(s); and (4) any sanctions that were imposed on the Respondent, including suspension or termination. If sanctions are imposed, the Final Outcome Letter will describe the disciplinary actions taken, the date disciplinary actions were imposed, and the duration of the sanction(s).

**f. Confidentiality and Disclosure.** All documents prepared in anticipation of the hearing – including: the Complaint; the Investigative Report; notice of the hearing; any pre-hearing submissions; documents, testimony, or other information introduced at the hearing; and the Final Outcome Letter may not be disclosed, except as authorized by law (e.g., in a subpoena that is part of a criminal proceeding).

## **6. First Appeal: To the President of the College**

The Complainant or the Respondent may appeal the decision of the Hearing Panel and/or the sanction imposed on the Respondent within 7 days from the date the Final Outcome Letter is sent. Both the decision of the Hearing Panel and the sanction imposed on the Respondent are open to appeal, and may be appealed simultaneously.

**a. Appeals of the Hearing Panel's Decision Regarding Responsibility.** The only permissible grounds for an appeal are: (1) availability of new germane evidence that was not, despite the due diligence of the parties, available at the time of the hearing; (2) material procedural errors during the hearing that may have impacted the outcome and/or (3) the panel substantially and materially abused its

discretion in weighing the available evidence or in reaching its conclusion. Appeals of the decision of the Hearing Panel must be made in writing to the President of the College, who will notify the Assigned Title IX Coordinator and the other party (i.e., the Complainant or the Respondent) that an appeal has been filed. The President will not confer with the Provost and Dean of the Faculty regarding the appeal.

The President will make a determination that: (1) that the decision of the Hearing Panel should stand; or (2) that the decision of the Hearing Panel should be overturned; or (3) that additional evidence should be obtained before making an appellate determination. If the President determines that the decision of the Hearing Panel should be overturned, or that additional evidence should be obtained, the President will consult with the Assigned Title IX Coordinator on the appropriate steps to be taken to come to a final resolution of the Complaint. The President will notify the Provost and Dean of the Faculty, the Assigned Title IX Coordinator, the Complainant, and the Respondent concurrently of the decision he/she makes and actions to be taken.

- b. Appeals of the Provost and Dean of the Faculty’s Decision Regarding Sanctions.** The sanctions imposed on the Respondent may be appealed on grounds that the sanction imposed was not appropriate given the nature of the Sexual Misconduct for which the Respondent was found responsible. The Complainant may appeal on grounds that the sanctions were insufficient and the Respondent may appeal on the grounds that the sanctions were excessive.

Appeals must be made in writing to the President of the College within 10 days from the date the Final Outcome Letter is sent. The President will not confer with the Provost and Dean of the Faculty regarding the appeal. The President’s Office will provide a copy of the written appeal to the Assigned Title IX Coordinator and to the non-appealing party. The President will make a determination that: (1) the decision of the Provost and Dean of the Faculty regarding sanctions should

stand; or (2) the decision of the Provost and Dean of the Faculty regarding sanctions should be overturned; or (3) additional evidence should be obtained before making an appellate determination. If the President determines that the sanctions imposed by the Provost and Dean of the Faculty should be modified, the President will concurrently notify the following individuals of his/her decision and actions to be taken; the Complainant, the Respondent, the Provost and Dean of the Faculty, and the Assigned Title IX Coordinator. If the President determines that additional evidence should be obtained, the President will consult with the Assigned Title IX Coordinator in order to gather the necessary evidence to come to a final resolution of the Complaint.

## **7. Second Appeal: To the Board of Trustees' Executive Committee**

The Complainant or the Respondent may appeal the decision of the President of the College and/or the sanction imposed on the Respondent within 10 days from the date they are notified of the President's decision. Both the decision of the President and the sanction imposed on the Respondent are open to appeal, and may be appealed simultaneously.

**a. Appeals of the President's Decision Regarding Responsibility.** The only permissible grounds for an appeal to the Board of Trustees' Executive Committee are: (1) availability of new germane evidence that was not, despite the due diligence of the parties, available at the time of the hearing; (2) material procedural errors during the hearing that may have impacted the outcome and/or (3) the President substantially and materially abused his/her discretion in weighing the available evidence or in reaching a conclusion. Appeals of the decision of the President must be submitted in writing to the Vice President for Strategy, Administration, and Board Affairs who will transmit the appeal to the Chair of the Board of Trustees, to the Assigned Title IX Coordinator, and to the other party (i.e., the Complainant or the Respondent). The Assigned Title IX Coordinator will send the members of the Executive Committee of the Board copies of the Complaint, the Investigative Report, evidence presented to the

Hearing Panel, the audio recording of the hearing and the first appeal to the President. The Executive Committee of the Board of Trustees will not confer with the President of the College or the Provost and Dean of the Faculty regarding the appeal.

The Executive Committee of the Board of Trustees will make a determination that: (1) the decision of the President should stand; or (2) the decision of the President should be overturned; or (3) additional evidence should be obtained before making an appellate determination. If the Board of Trustees' Executive Committee determines that additional evidence should be obtained, the Board Chair will consult with the Assigned Title IX Coordinator on steps to take to acquire the additional evidence. The Board Chair will notify the President of the College, the Provost and Dean of the Faculty, the Assigned Title IX Coordinator, the Complainant, and the Respondent concurrently of the decision the Executive Committee of the Board and actions to be taken.

**b. Appeals of the President's Decision Regarding Sanctions.** The sanctions imposed on the Respondent may be appealed on grounds that the sanction imposed was not appropriate given the nature of the Sexual Misconduct for which the Respondent was found responsible. The Complainant may appeal on grounds that the sanctions were insufficient and the Respondent may appeal on the grounds that the sanctions were excessive.

Appeals of the decision of the President must be submitted in writing to the Vice President for Strategy, Administration, and Board Affairs who will transmit the appeal to the Chair of the Board of Trustees, to the Assigned Title IX Coordinator, and to the other party (i.e., the Complainant or the Respondent). The Assigned Title IX Coordinator will send the members of the Executive Committee of the Board copies of the Complaint, the Investigative Report, evidence presented to the Hearing Panel, the audio recording of the hearing and the first appeal to the President.

The Executive Committee of the Board of Trustees will make a determination that: (1) the decision of the President should stand; or (2) the decision of the President should be overturned; or (3) additional evidence should be obtained before making an appellate determination. If the Board of Trustees' Executive Committee determines that additional evidence should be obtained, the Board Chair will consult with the Assigned Title IX Coordinator on steps to take to acquire the additional evidence. The Board Chair will notify the President of the College, the Provost and Dean of the Faculty, the Assigned Title IX Coordinator, the Complainant, and the Respondent concurrently of the decision the Executive Committee of the Board and actions to be taken.

**8. Documentation.** The College will retain documentation (including but not limited to the written Complaint, notifications, the Investigative Report, any written findings of fact, petitions for appeal, and any written communication between the parties for at least 10 years.

**Appendix A: Glossary (here)**

**Appendix B: Threat Assessment in Cases Involving Sexual Violence Against a Student**

**(Under VA. Code §23.1 - 806)**

Following the initial assessment of a report regarding “sexual violence”, which means physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent, the Title IX Coordinator will promptly forward such a report to the

College's Sexual Violence Review Committee. All information then known about the incident of sexual violence will be evaluated. Such information includes, if known, the names and/or any other information that personally identifies the Complainant, the Respondent, any witnesses, and/or any other third parties with knowledge of the reported incident.

### **1. Sexual Violence Review Committee (SVRC)**

The Sexual Violence Review Committee will evaluate every report of Sexual Violence. The SVRC will convene (in person, by telephone, or by videoconference) within 72 hours after receiving information from the Title IX Coordinator, as described above, and will convene again, as necessary, to review new information as it becomes available. The SVRC is a sub-committee of the College's Threat Assessment Team which shall include: (1) the Title IX Coordinator, (2) a representative of the Campus Police Department (the "Law Enforcement Representative"), and (3) The Director of Housing and Residential Life (the "Student Life Representative").

The College's Sexual Violence Review Committee operates pursuant to Va. Code §23.1 – 806 and has access, under Virginia law, to certain otherwise confidential information, including law enforcement records, criminal history record information, as provided in Va. Code §19.2-389 and §19.2-389.1; health records, as provided in Va. Code §32.1-127.1:03; College disciplinary, academic and/or personnel records; and any other information or evidence known to the College or to law enforcement. The SVRC may seek additional information about the reported incident through any other legally permissible means.

### **2. Health and Safety Threat Assessment**

**a. Risk Factors.** SVRC will determine whether the reported information and any other available information provides a rational basis for concluding that there is a threat to the health or safety of the Complainant or to any other member of the College community. The team will make this determination based upon a review of the totality of the known



circumstances, and will be guided by a consideration of the following factors (the “Risk Factors”):

- Whether the Respondent has prior arrests, is the subject of prior reports and/or complaints related to any form of Prohibited Conduct, or has any history of violent behavior;
- Whether the Respondent has a history of failing to comply with any College No-Contact Directive, other College protective measures, and/or any judicial protective order;
- Whether the Respondent has threatened to commit violence or any form of Prohibited Conduct;
- Whether the Prohibited Conduct involved multiple Respondents;
- Whether the Prohibited Conduct involved physical violence. “Physical violence” means exerting control over another person through the use of physical force. Examples of physical violence include hitting, punching, slapping, kicking, restraining, choking and brandishing or using any weapon;
- Whether the report reveals a pattern of Sexual Violence (e.g., by the Respondent, by a particular group or organization, around a particular recurring event or activity, or at a particular location);
- Whether the Sexual Misconduct was facilitated through the use of “date-rape” or similar drugs or intoxicants;
- Whether the Sexual Misconduct occurred while the Complainant was unconscious, physically helpless or unaware that the misconduct was occurring;
- Whether the Complainant is (or was at the time of the Sexual Misconduct) a minor (under 18); and/or
- Whether any other aggravating circumstances or signs of predatory behavior are present.

**b. Disclosure(s) of Information to Law Enforcement.** Pursuant to Virginia law, the SVRC is *required* to disclose information about alleged Prohibited Conduct to law enforcement in the following circumstances:

(1) If SVRC (or, in the absence of consensus within the team, the Law Enforcement Representatives) concludes that there is a significant and articulable threat to the health or safety of the Complainant or to any other member of the College community and that disclosure of available information (including the names and any other information that personally identifies the Complainant, the Respondent, any witnesses, and/or any other third parties with knowledge of the reported incident) is necessary to protect the health or safety of the Complainant or other individuals, the Law Enforcement Representative will immediately disclose the information to the law enforcement agency that would be responsible for investigating the alleged act of Sexual Violence. The SVRC will make this determination based upon a review of the totality of the known circumstances and consideration of the list of Risk Factors. The Title IX Coordinator will promptly notify the Complainant whenever such disclosure has been made. If the law enforcement agency that would be responsible for investigating the alleged act of Sexual Misconduct is located outside of the United States, this disclosure is not required by Virginia law.

(2) If the alleged act of Prohibited Conduct constitutes a felony violation of the Code of Virginia, the Law Enforcement Representative will so inform the other members of the SVRC and will, within 24 hours, (i) consult with the appropriate Commonwealth's Attorney or other prosecutor who would be responsible for prosecuting the alleged act of Prohibited Conduct (the "Prosecuting Authority"), and (ii) disclose to the Prosecuting Authority the information then known to SVRC. This disclosure is required by Virginia law where the alleged act of Sexual Misconduct would violate Article 7 (§18.2-61 et seq.) of Chapter 4 of title 18.2 of the Code of Virginia. Such disclosure will exclude the names and any other information that personally identifies the Complainant, the Respondent, any witnesses, and/or any other third parties with knowledge of the reported incident (the "Identifying Information"), unless the Identifying Information was disclosed to law enforcement under the health and safety exception described in paragraph (a), above, in which case the

Identifying Information also will be disclosed to the Prosecuting Authority. If the Law Enforcement Representative declines to so consult with the Prosecuting Authority, any member of the SVRC who individually concludes that the alleged act of Sexual Misconduct would constitute such a felony violation may consult with the Prosecuting Authority and make the required disclosure(s) in the manner and within the timeframe set forth above.

The SVRC will reconvene as necessary to continue to evaluate whether any new or additional information received triggers any further obligation(s) under the Clery Act or with respect to any child protective service agency, and will direct the Title IX Coordinator to take such further actions, as necessary.

### **Appendix C: Campus Sexual Assault Victims' Bill of Rights**

The "Campus Sexual Assault Victims' Bill of Rights" exists as a part of the campus security reporting requirements, commonly known as the Jeanne Clery Act, of the federal law that establishes all student aid programs, the Higher Education Act of 1965.

The United States Congress enacted the "Campus Sexual Assault Victims' Bill of Rights" in 1992 as a part of the *Higher Education Amendments of 1992* (Public Law: 102-325, section 486(c)). It was signed into law by President George Bush in July of 1992.

This law requires that all colleges and universities (both public and private) participating in federal student aid programs afford sexual assault victims certain basic rights.

It also requires the school to notify victims of their option to report their assault to the proper law enforcement authorities. Schools found to have violated this law can be fined or lose their eligibility to participate in federal student aid programs. Complaints about schools that have failed to comply with this law should be made with the U.S. Department of Education.

Public Law: 102-325, section 486(c)

- Accuser and accused must have the same opportunity to have others present.
- Both parties shall be informed of the outcome of any disciplinary proceeding.
- Survivors shall be informed of their options to notify law enforcement.
- Survivors shall be notified of counseling services.
- Survivors shall be notified of options for changing academic and living situations.