



Le Moyne College

Title IX Sexual Harassment Policy for Faculty, Staff, and Students

Revised February 2026

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I. General Policy Statement

Le Moyne College is a diverse community committed to creating and maintaining a safe and non-discriminatory learning, living, and working environment free from sexual harassment and sex-based violence.

Le Moyne does not discriminate on the basis of sex and prohibits sex discrimination in any Education Program or Activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to Le Moyne's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. Le Moyne's Title IX Coordinator is:

Dr. Melissa Moore
Assistant Dean for Title IX and Compliance
(Title IX Coordinator)
1419 Salt Springs Rd.
Syracuse, NY 13214
(315)445-4543
moormes@lemoyne.edu

To report information about conduct that may constitute sex discrimination or make a Complaint of sex discrimination under Title IX, please refer to Le Moyne's Title IX [website](#).

Title IX of the Educational Amendments of 1972 prohibits any person in the United States from being discriminated against on the basis of sex in seeking access to any educational program or activity receiving federal financial assistance. The U.S. Department of Education, which enforces Title IX, has long defined the meaning of Title IX's prohibition on sex discrimination broadly to include various forms of sexual harassment and sexual violence that interfere with equal access to the college's educational programs and opportunities.

On May 19, 2020, the U.S. Department of Education issued a final rule under Title IX of the Education Amendments of 1972 that:

- Defines the meaning of "sexual harassment" (including forms of sex based violence) for purposes of Title IX;
- Addresses how the college must respond to reports of misconduct falling within that definition of sexual harassment; and
- Mandates a grievance process that the college must follow to comply with the law in cases that meet certain criteria.

II. Scope, Applicability and Interpretation

This Policy applies to all Le Moyne administrators, faculty, staff, students, and third parties within the college's control. This Policy applies equitably to all individuals regardless of race, religion, age, citizenship, color, creed, culture (including Deaf culture), actual or perceived disabilities, gender, status, ethnic or national origin, political affiliation or preference, military or veteran status, sexual orientation, gender identity, gender expression, or genetic predisposition.

This Policy will apply when all of the following elements are met, in the reasonable determination of the Title IX Coordinator:

- The conduct is alleged to have occurred on or after August 14, 2020;
- The conduct is alleged to have occurred in the United States;
- The conduct is alleged to have occurred in Le Moyne's Education Program or Activity; and
- The alleged conduct, if true, would constitute Sexual Harassment as defined in this Policy.

Unless otherwise indicated, all references throughout this Policy to individuals or titles (*e.g.*, Title IX Coordinator, or Director of Community Standards) shall include that individual's designee.

Unless otherwise stated, all references to "days" in the Policy shall mean business days. To the extent a deadline falls on a weekend or a college holiday, the next business day shall be the applicable deadline.

III. Definitions

"Advisor of Choice" means an individual who is selected by a party (*i.e.*, Complainant or Respondent) and who helps the party prepare for meetings and hearings, accompanies the party in any proceedings, and advises the participant during the appeals process. The Advisor of Choice can, but is not required to, be an attorney. Le Moyne will provide an Advisor of Choice upon request by a Complainant or Respondent.

"Admission" means selection for part-time, full-time, special, associate, transfer, exchange, or any other enrollment, membership, or matriculation in or at an Education Program or Activity operated by Le Moyne.

"Amnesty" means students who report an incident in good faith are immune from drug and alcohol policy violations. Information on amnesty can be found in the Le Moyne Student

Handbook.

“**Affirmative Consent**” means the ability to engage in activity knowingly and voluntarily. Consent to sexual activity must be affirmative, and, whenever the word “Consent” is used in this Policy, it should be understood to mean Affirmative Consent as defined here. Affirmative Consent to sexual activity must be a knowing, voluntary, and mutual decision among all participants to engage in sexual activity. Consent can be given by words (verbal or signed) or actions, as long as those words or actions create clear permission regarding willingness to engage in sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate Consent.

The definition of Consent does not vary based upon a participant’s sex, sexual orientation, gender identity, or gender expression. Consent must be mutual and exist from the beginning to end of each instance of sexual activity and for each form of sexual contact. Consent cannot be gained by force, by ignoring, or acting in spite of the objections of another. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. There is no duty to fight off a sexual aggressor.

Consent may be initially given but can be withdrawn at any time. When Consent is withdrawn or can no longer be given, all sexual activity must stop. Consent to engage in sexual activity is required regardless of whether the person initiating the sexual act is under the influence of drugs and/or alcohol. A person shall not knowingly take advantage of another person who has an intellectual or physical disability, who is incapacitated by prescribed medication, alcohol, or other chemical drugs, or who is not conscious or awake, and thus is not able to give Consent as defined above. Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm. Consent is active, not passive.

Certain states have designated a minimum age under which a person cannot give Consent. In the state of New York, the age of Consent is 17.

“**Closing Statement**” means a statement allowed by the Complainant and the Respondent at a hearing prior to the conclusion of the hearing where the parties have five to ten minutes to speak to the allegations, investigation report, documentation and additional information shared in the live hearing prior to deliberations by the Hearing Officers.

“**Complainant**” means an individual who is alleged to be the victim of conduct that could constitute Title IX Sexual Harassment as defined in this Policy.

“**Confidential**” means information shared with a Confidential Resource or external community professionals that cannot be revealed to any other individual without express permission of the disclosing individual.

“**Confidential Resources**” means Le Moyne employees or offices designated as a resource with

whom students or employees may speak Confidentially concerning sexual harassment, sexual assault or other forms of unwanted sexual contact, dating violence, or stalking, or who receives information regarding such an incident under circumstances that render the employee's communications confidential or privileged under law. A full list of the Confidential Resources can be found in Appendix A, attached.

“Decision-Maker” means assigned person, either Le Moyne employee or at the recipient's discretion, may be a non-employee such as a consultant or contractor that will review evidence and determine whether Title IX charges are to be pursued. The decision-maker however, cannot be the same person as the Title IX Coordinator or the investigators assigned to the complaint.

“Dating Violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, including sexual or physical abuse or threats of such abuse. The existence of such a relationship shall be determined based on the reported statements and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

“Domestic Violence” means violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

“Education Program or Activity” means any program or activity that occurs:

- on-campus; or
- At any off-campus location in the United States over which Le Moyne has substantial control, including buildings or property owned or controlled by any recognized student organization; or
- Within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of Le Moyne's programs and activities over which Le Moyne has substantial control.

“Employee(s)” means all regular and adjunct faculty as well as regular staff and administrators.

“Formal Complaint” means a written document (including electronic submission) filed and signed by either by a Complainant participating in or attempting to participate in an Education Program or Activity, or by the Title IX Coordinator alleging Title IX Sexual Harassment against a Respondent about conduct within Le Moyne's Education Program or Activity, which

requests that Le Moyne investigate the allegation of Title IX Sexual Harassment consistent with this Policy.

“Grievance Process” For the purpose of addressing formal complaints of sexual harassment, a recipient's grievance process must comply with the requirements of this section. Any provisions, rules, or practices other than those required by this section that a recipient adopts as part of its grievance process for handling formal complaints of sexual harassment as defined in [§ 106.30](#), must apply equally to both parties.

“Impact Statement” means the Complainant’s written statement describing the impact of the prohibited conduct and may express a preference about the potential sanctions to be imposed, or the Respondent’s written statement may explain any factors they believe should mitigate or otherwise be considered in determining potential sanctions to be imposed (see Impact Statements Procedure).

“Incapacitation” means a person who is not legally competent or is unable to give Affirmative Consent to sexual activity. Le Moyne will consider a variety of relevant factors when determining whether someone is incapacitated as a result of alcohol or drugs. Those factors include, but are not limited to, the ability to control one’s physical movements such as stumbling or falling, the lack of awareness of the current circumstances or surroundings, slurred or incomprehensible speech, the ability to communicate, combativeness or other emotional volatility, vomiting or incontinence, whether the person is conscious or otherwise unable to resist sexual activity, whether the person is unaware that sexual activity is occurring, or whether the person has the legal capacity to Consent. The determination of incapacitation is based on objective and reasonably apparent indications of incapacitation when viewed from the perspective of a sober, reasonable person.

“Informal Resolution” means the resolution process parties may choose whereby the outcomes are agreed upon by the parties and facilitated by the Title IX Office. The Title IX Office does not make a determination of responsibility in an Informal Resolution.

“Mutual Resolution” means a formal resolution method in which, if offered, the parties (if applicable) voluntarily accept the determination of responsibility and sanction(s) proposed by the Title IX Office or Human Resources during the mutual resolution process.

“Opening Statement” means a statement made by the Respondent at the beginning of a hearing whereby the Respondent indicates if they are taking responsibility for any or all allegations.

“Party” means a Complainant or Respondent.

“Preponderance of Evidence” is a standard of proof that means the decision maker must evaluate relevant and not otherwise impermissible evidence for its persuasiveness to determine that it is more likely than not that the reported conduct occurred.

“Privacy” means that information related to an incident or report will be shared only with a limited circle of individuals who “need to know” in order to assist in the active review, investigation, or resolution of the report. While not bound by confidentiality, individuals with whom a report is shared will be discreet and respect the privacy of all individuals involved in the process.

“Responsible Administrators” means Le Moyne’s Title IX Coordinator, Deputy Coordinators, and the Title IX Investigator(s). Responsible Administrators are not Confidential Resources.

“Responsible Employee” means any individual who is employed by Le Moyne and has a duty to report information they receive, directly or indirectly, regarding harassment, sexual harassment, sexual assault, dating violence, or stalking by or against a college student or employee, unless they have been designated a Confidential Resource.

“Relevancy” means a threshold standard used under this Policy to determine which evidence and questions make a fact more or less likely to be true, and the fact is of consequence in determining the action. Only relevant evidence will be used to adjudicate allegation of Title IX Sexual Harassment and only relevant questions will be permitted on cross-examination. Relevant evidence and relevant questions do not include the following types of evidence and questions:

- Evidence and questions about the Complainant’s sexual predisposition or prior sexual behavior unless they are offered to prove that someone other than Respondent is responsible for the conduct alleged by Complainant, or they concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove Consent.
- Evidence and questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege (*i.e.*, attorney-client, doctor-patient, clergy-penitent).
- Any party’s medical, psychological, and similar records unless the party has given voluntarily, with consent.

“Reporter” means any person who reports incidents of sexual harassment, sexual assault or other forms of unwanted sexual contact, dating violence, and stalking to any Responsible Employee. A Reporter who is reporting activity that happened to them personally is considered a Complainant.

“Respondent” means a person who has reportedly engaged in conduct that could constitute Title IX Sexual Harassment or a violation of this Policy. Le Moyne begins any investigation with the presumption that the Respondent is not responsible for the alleged conduct until such time that a determination regarding responsibility is made in accordance with this Policy.

“Le Moyne Title IX Advocate” means an Le Moyne employee that is trained by Le Moyne to

act as an Advisor of Choice and provide assistance to a Complainant or Respondent throughout the Title IX Grievance Procedure . Le Moyne Title IX Advocates are available at any time prior to and during the live hearing, including any pre-hearing meetings or interviews, up to and including appeals, where applicable.

"Le Moyne Student" means undergraduate, graduate, non-degree seeking, students in not-for-credit programs and all persons taking courses or training at Le Moyne as well as Le Moyne Students on co-op and students not officially enrolled during a particular term but who have a continuing relationship with the college.

"Sexual Assault" is defined by law as an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the Federal Bureau of Investigation's Uniform Crime Reporting program. This term includes the following:

- *Rape* - The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the Consent of the victim. This includes when a person is forced to penetrate another person or incapable of consent.
- *Fondling* - The touching of the private body parts of another person for the purpose of sexual gratification, without the Consent of the victim, including instances where the victim is incapable of giving Consent because of their age or because of their temporary or permanent mental incapacity.
- *Incest* - Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- *Statutory Rape* - Sexual intercourse with a person who is under the statutory age of Consent (which in the State of New York is at least seventeen (17) years old).

"Title IX Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of Le Moyne conditioning the provision of an aid, benefit, or service of Le Moyne on an individual's participation in unwelcome sexual conduct (*i.e., quid pro quo*); or
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Le Moyne's education program or activity; or
- Sexual Assault, Dating Violence, Domestic Violence, or Stalking.

"Stalking" means engaging in a course of conduct directed at a specific person and on the basis of sex that would cause a reasonable person to fear for the person's safety or the safety

of others, or to suffer substantial emotional distress. “Course of conduct” means two or more acts, including, but not limited to, acts which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person’s property. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

“**Supportive Measures**” means non-disciplinary, non-punitive, individualized services offered as appropriate and as reasonably available, and without fee or charge to Complainant or Respondent. Supportive Measures are available before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. See Section VIII.D. below for more details on the type of Supportive Measures that are available.

“**Title IX Coordinator**” means the person who has been designated at Le Moyne to coordinate efforts to comply with and implement this Policy. The Title IX Coordinator is available to discuss options, provide support, explain college policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators. Neither the Title IX Coordinator nor the Deputy Title IX Coordinators are Confidential Resources. Information provided to the Title IX Coordinator and the Deputy Title IX Coordinators will be shared only as necessary to investigate or otherwise resolve a report of Title IX Sexual Harassment.

IV. Other Relevant Policies

This Policy is limited in scope and applicability by law. However, unwelcome conduct that is based on sex, gender, gender identity, or sexual orientation, that is not explicitly prohibited under Title IX, is prohibited by other Le Moyne policies and will be adjudicated thereunder. These policies include, but are not limited to, *Non-Discrimination and Anti-Harassment Policy*, which governs harassment and discrimination related to employees; *Student Sexual and Gender-Based Misconduct Policy*, which governs non-Title IX Sexual Misconduct and related gender-based harassment and discrimination, and *Student Conduct Process*, which details the student code of conduct. Other relevant policies may also include *Conflicting Employment Relationships (Nepotism and Consensual Romantic Relationships)* which governs consensual romantic or sexual relationships between members of the college community, and *Minors on Campus Policy*, which governs the activities and programs related to minors on campus.

Where reported conduct involves a potential violation of both this Policy and another Le Moyne policy, the college may choose to investigate and/or adjudicate all of the potential misconduct under the procedures set forth in this Policy, provided that doing so would not unduly delay a

prompt or equitable resolution of the report.

This Policy supersedes any conflicting information in any other Le Moyne policy with respect to the definitions or procedures relating to sex discrimination within the scope of this Policy and provides the exclusive college remedy for alleged sex discrimination within the scope of this Policy.

V. Academic Freedom and Freedom of Speech and Expression

This Policy is not intended to, and will not be used to, infringe on academic freedom or to censor or punish students, faculty, or staff who exercise their rights.

VI. Disability Accommodations

Le Moyne is committed to creating an accessible and inclusive environment for pregnant and parenting students. Students may request adjustments based on general pregnancy needs or accommodations based on a pregnancy-related condition.

This Policy does not alter any college obligations under federal disability laws including the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator, or the Office of Human Resources (for employee requests) at any point before or during the process under this Policy. Absent a request for a specific disability accommodation by a party, no such accommodation will be given, even where a party may be receiving accommodations in other college education programs and activities.

VII. Effective Date

The effective date of this Policy is August 14, 2020. This Policy applies to all Title IX Sexual Harassment reported to have occurred on or after August 14, 2020. If the Title IX Sexual Harassment reportedly occurred prior to August 14, 2020, then the report will be evaluated under other applicable college policies, including *Student Sexual and Gender-Based Misconduct Policy* (students) or *Non-Discrimination and Anti-Harassment Policy* (employees).

VIII. Care, Support, and Report Options

Complainants have a wide range of options for care, support, and reporting in response to an incident of Sexual Harassment. For comprehensive information about those options, students and employees should refer to *Appendix A* or the [Title IX website](#). Third parties should contact the college's Title IX Coordinator.

A. Title IX Coordinator, Deputy Title IX Coordinators, and Responsible Administrators

The Title IX Coordinator and Deputy Title IX Coordinators have been trained to receive and respond to allegations of Title IX Sexual Harassment under this Policy. Violations of this Policy are a serious issue and Le Moyne's primary concern is ensuring that individuals feel comfortable reporting a complaint. The health and safety of every student at Le Moyne is of utmost importance. Le Moyne recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence occurs, including but not limited to Domestic Violence, Dating Violence, Stalking, or Sexual Assault, may be hesitant to report such incidents due to fear of potential consequences for their own conduct. Le Moyne strongly encourages students to report Domestic Violence, Dating Violence, Stalking, or Sexual Assault to the appropriate Le Moyne official. A bystander acting in good faith or a Reporting Person acting in good faith that discloses any incident of Domestic Violence, Dating Violence, Stalking or Sexual Assault to an Le Moyne Responsible Administrator, a Responsible Employee, or law enforcement will not be subject to Le Moyne's Code of Conduct for violations of alcohol and/or drug policies occurring at or near the time of the commission of the Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

The Title IX Coordinator can be reached as follows:

Dr. Melissa Moore
Assistant Dean for Title IX and Compliance
(Title IX Coordinator)
1419 Salt Springs Rd.
Syracuse, NY 13214
(315)445-4543
moormes@lemoyne.edu

Any individual may contact a Responsible Administrator to obtain information about this Policy and Supportive Measures. Individuals are not required to disclose any detail about an incident in order to obtain general information about this Policy, Le Moyne's procedures, or counseling and other supportive resources available. Inquiries or complaints concerning Title IX also may be referred to the United States Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, DC 20202-1100, (800) 421-3481.

B. How to Obtain Information or File a Report of Title IX Sexual Harassment

Individuals may report Title IX Sexual Harassment under this Policy in one of the following ways:

- Filling out a Sexual Harassment and Discrimination [Form](#).
- Contacting Human Resources (for employees), the Title IX Coordinator, and Deputy Title IX Coordinator, or other Responsible Administrator in person, by mail, or by electronic mail

Responsible Employees may also use these reporting mechanisms to satisfy their duty to report. Any individual may file a report, but Formal Complaints under this Policy (see below) may only be filed by Complainant and, in limited circumstances, the Title IX Coordinator.

C. Law Enforcement and Emergency Services

Any individual may choose whether to report a criminal allegation to law enforcement. Upon request, a member of Le Moyne's Campus Safety & Security will assist the Complainant to report the incident to law enforcement. If the Complainant makes a report to the police agency having jurisdiction over the alleged conduct, that police agency will conduct a law enforcement investigation that is distinct from the investigation that would result from the filing of a Formal Complaint with the Title IX Coordinator.

Le Moyne's Campus Safety & Security can assist in providing the Complainant an explanation of the options available regarding law enforcement and ascertaining the Complainant's wishes on how to proceed.

An individual who experiences any form of Sexual Assault, or Domestic or Dating Violence, or any form of sexual violence is encouraged to seek immediate medical care for any injuries.

Individuals are also encouraged to consider a forensic exam. Preserving DNA evidence can be key to identifying the perpetrator in any case involving sexual violence. Victims can undergo a forensic exam to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, individuals who have experienced a sexual assault or domestic violence may request a forensic exam be performed by a Sexual Assault Nurse Examiner (SANE) within ninety-six (96) hours of the incident. With the examinee's consent, the physical evidence collected during this forensic exam can be used in a criminal investigation. However, a person may undergo a forensic exam even without contacting, or intending to contact the police. To request a forensic exam, you may either go to a hospital that provides forensic exam services, or contact Le Moyne's Campus Safety & Security for assistance.

Nothing in this Policy is contingent upon seeking medical services or reporting

to law enforcement.

D. Supportive Measures

Supportive Measures are non-punitive, non-disciplinary measures designed to restore or preserve equal access to Le Moyne's Education Program or Activity without unreasonably burdening either party. The Supportive Measures are designed to protect the safety of all parties or Le Moyne's educational environment and to deter Title IX Sexual Harassment. Regardless of the stage of the process under this Policy, the college may take Supportive Measures when appropriate, to protect the parties involved and the college community.

Supportive Measures may be requested by either party and will be individualized on a case-by-case basis, considering the rights and obligations of all parties.

Supportive Measures may include, but are not limited to:

- counseling;
- extensions of deadlines or other course-related adjustments;
- modifications of work or class schedules;
- campus escort services;
- mutually-agreed upon restrictions on contact between the parties;
- voluntary changes in work or housing locations;
- leaves of absence;
- increased security and monitoring of certain areas of the campus (or other similar measures).
- adjustments with parking permits or transportation services

To request or discuss Supportive Measures, individuals should contact the Title IX Coordinator. Either party may request to revise or terminate a supportive measure by contacting the Title IX Coordinator. If a request is made to revise or terminate a supportive measure and the Title IX Coordinator denies the request, the party may appeal the decision to the Associate Provost of Student Development for students or the Assistant Vice President of Human Resources for employees.

E. Employee Duty to Report

All faculty and staff who receive information, directly or indirectly, regarding Title IX Sexual Harassment by or against a Le Moyne Student or Employee must promptly report the incident to the Title IX Coordinator (or any Deputy Title IX Coordinator).

When making a report, Employees should communicate all relevant information, including whether the alleged Complainant has expressed a desire for Confidentiality.

Employees making such reports in good faith are protected from retaliation (*See Non-Discrimination and Anti-Harassment Policy*). Employees' failure to comply with their reporting obligation may be a basis for disciplinary action.

Except as required by law, exceptions to an Employee's duty to report are as follows:

- The Employee is a Confidential Employee and receives the information while acting in a professional, confidential capacity as part of their college responsibilities (although Confidential Employees must report the type of incident without violating the Complainant's expectation of privacy);
- The Employee receives the information during a public awareness event.
- The Employee receives the information through a person's participation as a subject in an Institutional Review Board-approved human subjects research protocol;
- The Employee receives information through an in-class discussion, a class paper, or other academic assignment;
- The Employee is a student employee but did not receive notice of the incident in the student employee's college employment capacity; or
- The Employee themselves is the victim of the alleged sexual misconduct that they declined to report, although the college strongly encourages them to utilize the available reporting mechanisms and resources.

The duty to report as a Responsible Employee differs from an Employee's obligation as a mandatory reporter under the laws of New York and under certain college policies that may require reporting, such as *Minors on Campus Policy*, or as a Campus Security Authority. Employees who have questions about their reporting responsibilities, or students who have questions about an employee's reporting responsibilities, should contact the Title IX Coordinator.

F. Emergency Removal, Administrative Leave, or Other Interim Actions

Authority to Remove

Le Moyne retains the authority to remove a Respondent from Le Moyne's Education Program or Activities on an emergency basis, including administrative leave for a non-student Employee Respondent, where Le Moyne (1) undertakes an individualized safety and risk analysis, and (2) determines that there is an immediate threat to the physical health or safety of an Le Moyne community member (including the threat of self-harm) arising from the allegations in a report of Title IX Sexual Harassment which justifies removal. Other interim actions, such as no contact orders or exclusion from certain locations, may also be issued under the same authority where necessary for the physical health or safety of any individual.

If the Respondent is a Student, then the Notice of Emergency Removal shall be issued by the

Assistant Dean of Title IX and Compliance. If the Respondent is an Employee, then the Notice of Emergency Removal will be issued by the Assistant Vice President of Human Resources, in consultation with the vice president of the division in which the Respondent works. The individual who issues the Notice of Emergency Removal will not be a decision-maker in any other part of the grievance process under this Policy for the case.

The Notice of Removal shall be in writing, and will provide the Respondent with the basis upon which removal was issued, and the opportunity to promptly challenge the determination.

Challenging Emergency Removal

A Respondent seeking to challenge a Notice of Emergency Removal shall make the request to the college administrator who issued the notice. The issuing college administrator shall refer the determination to either the Provost Office for any faculty matters and VP of Finance and Administration for any administrator and staff matters who will then determine whether to modify or rescind the Notice of Emergency Removal. Any matters that may require intervention beyond these channels would be sent to the President for final determination. The Respondent will be allowed to submit evidence in support of their request. The issuing college administrator shall determine if the requested modifications are appropriate, in consultation with the Title IX Coordinator, the Associate Provost of Student Development, or Assistant Vice President of Human Resources as applicable.

IX. The Title IX Grievance Procedures

Throughout the procedures under this Policy, and to the maximum extent practical, Le Moyne will consider the wishes of the Complainant as to how they want to proceed with a case after a report.

A. Initial Assessment

Purpose

When the Title IX Coordinator receives a Report or Complaint, the Title IX Coordinator will seek to gather additional information regarding the alleged Sexual Misconduct to evaluate any risk of harm to individuals or to the campus community, and to address the immediate physical safety and emotional well-being of the

Complainant.

Typically, the Title IX Office will send an email to the individual alleged to have been subject to Prohibited Conduct with information about their rights, resources, and options, and will invite a meeting to discuss further. The individual is not required to meet with the Title IX Office, but participating in this meeting will allow for more informed decision-making about next steps.

During this discussion, the Title IX Coordinator will, as applicable:

- Notify the Complainant of the right to contact law enforcement (or not) and seek medical treatment;
- Notify the Complainant of the importance of preservation of evidence;
- Provide the Complainant with information about on- and off-campus resources;
- Notify the Complainant of the range of Supportive Measures available with or without filing a Complaint;
- Provide the Complainant with an explanation of the on-campus procedural options; and
- Explain the college's policy prohibiting retaliation.

Evaluating Risk of Harm

- a. The Title IX Coordinator will take necessary action to address any identified risk of harm, including implementation of Supportive Measures for either or both Parties, as appropriate, and actions designed to protect a Complainant and/or the larger campus community.

Supportive Measures can be found on the [Title IX page](#) of the college website and in print form in the Title IX Office and Security. Any decision to remove a Respondent from campus based on a Complaint or pending the Grievance Process will follow the appropriate process explained in Section emergency removal of this Policy. At the Title IX Coordinator's discretion, one or more other appropriate campus partners may also be included in the initial assessment or in evaluating information gathered in the initial assessment.

- b. Determination of next steps

After assessing the information gathered, the Title IX Coordinator will take one of the following steps:

Dismiss Complaint:

The Title IX Coordinator may dismiss a Complaint on any of the following grounds:

- The college is unable to identify the Respondent after taking reasonable steps to do so;
- The Respondent is not participating in the college's Education Program or Activity and is not employed by the college;
- The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a Complaint, and the college determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute Prohibited Conduct even if proven; or
- The Title IX Coordinator determines the conduct alleged in the Complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the Title IX Coordinator will make reasonable efforts to clarify the allegations with the Complainant.

If the Title IX Coordinator dismisses a Complaint, a Notice of Dismissal explaining the basis for the dismissal will be issued in a reasonably prompt timeframe. If the Respondent was not notified of the allegations in the Complaint prior to its dismissal, only the Complainant will be sent the Notice of Dismissal. If the Respondent was notified of the allegations prior to the dismissal, then the Title IX Coordinator will simultaneously send both the Complainant and Respondent the Notice of Dismissal to the Respondent.

Even when a Complaint is dismissed, the Title IX Coordinator will, as appropriate, offer Supportive Measures to the Complainant and Respondent, if the Respondent has been notified. The Title IX Coordinator may also take other prompt and effective steps to ensure that Sex Discrimination does not continue or recur within the college's Education Program or Activity.

B. The Formal Complaint Procedures

To commence the grievance procedure, a Formal Complaint must be filed with the Title IX Coordinator or a Deputy Title IX Coordinator. The Formal Complaint may be made in person, by mail, or by electronic mail by a Complainant. It is the responsibility of parties to maintain and regularly check their email accounts during the grievance procedure.

1. Jurisdictional Requirements and Process to File a Formal Complaint

At the time of filing, a Complainant must be participating in or attempting to participate in the Education Program or Activity of Le Moyne. **Other than a Title IX Coordinator, reporting third parties cannot file Formal Complaints. Nor may the Complainant choose to remain anonymous or otherwise prevent the Complainant's identity from being disclosed to the Respondent when filing a Formal Complaint.**

A Formal Complaint under this Policy must have at least one allegation of

Title IX Sexual Harassment, and that allegation must have occurred in an Educational Program or Activity of Le Moyne in the United States. A Complaint that does not meet these jurisdictional requirements must be dismissed as a Title IX matter under this Policy but may still be subject to other college policies as noted herein.

As long as at least one allegation meets the jurisdictional requirement, other allegations that are related to the same facts, events, or incidents may be included in the Formal Complaint.

2. Formal Complaint Filed by the Title IX Coordinator

When the Title IX Coordinator determines that a Title IX Sexual Harassment allegation requires an investigation (for example, due to health and safety concerns, or Title IX requirements), then the Title IX Coordinator has discretion to initiate a Formal Complaint without the Complainant's desire to participate in a grievance process.

The Title IX Coordinator's decision to sign a Formal Complaint will occur only after the Title IX Coordinator has promptly contacted the Complainant to discuss availability of Supportive Measures, considered the Complainant's wishes with respect to Supportive Measures, and explained to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator will inform the Complainant of this determination in writing, and the Complainant need not participate in the process further but will receive all notices issued under this Policy.

When a Formal Complaint is signed by a Title IX Coordinator rather than filed by a Complainant, the written notice of allegations will be sent to both parties, and the notice will include the identity of the parties, if known.

3. Consolidation of Formal Complaints

The college has the discretion to consolidate Formal Complaints alleging Title IX Sexual Harassment involving more than one Complainant or more than one Respondent where the allegations of Title IX Sexual Harassment arise out of the same facts or circumstances.

4. Notification of Investigation and Allegations

Upon receipt of a Formal Complaint, Le Moyne will simultaneously provide all parties with a Notice of Investigation. The Notice of Investigation shall include all of the allegations as soon as reasonably practicable after the

college receives a Formal Complaint. The parties will be given sufficient time to prepare for any interviews or meetings following the Notice of Investigation. The Notice of Investigation will have the following information:

- A copy of this Policy;
- Written notice of the allegations and sufficient details known at the time (including the known identities of the parties involved in the incident, conduct allegedly constituting Title IX Sexual Harassment, dates, and locations of the alleged incident);
- A statement that Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will not be made until the conclusion of the grievance process;
- The statement informing the parties that they have the right to have an Advisor of Choice who may be, but is not required to be, an attorney, and who may inspect and review evidence;
- A statement that before the conclusion of the investigation, the parties may inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the college does not intend to rely in reaching a determination regarding responsibility, and evidence that both tends to prove or disprove the allegations, whether obtained from a party or other source;
- A statement that the parties are expected to be truthful and act in good faith throughout the process;
- Notification that additional allegations or charges may be added at a later date and will be provided in writing;
- Notification about the existence of Supportive Measures and how to obtain them.

If, in the course of an investigation, Le Moyne decides to investigate allegations about the Complainant or Respondent that are not included in the Notice of Allegations and are otherwise Title IX Sexual Harassment falling under this Policy, then Le Moyne will notify the parties of the additional allegations. The parties will be provided sufficient time to review the additional allegations, and to prepare a response before any initial interview regarding those additional charges. Upon completion of an investigation, Le Moyne may include all charges that are related to the investigation arising from the same events or between the same parties.

5. Dismissal of Formal Complaints

a. Mandatory Dismissal

If the formal complaint does not include at least one of the that constitutes Title IX Sexual Harassment, or the other jurisdictional requirements are not met, then the Title IX Coordinator must dismiss the Formal Complaint under this Policy. Complainants will be permitted to amend and resubmit their complaints.

b. Discretionary Dismissal

The Title IX Coordinator may dismiss a Formal Complaint brought under this Policy, or any allegations raised in the Formal Complaint at any time during the investigation or hearing, if:

- A Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Complaint or any allegations raised in the Formal Complaint;
- The Respondent is no longer enrolled or employed by Le Moyne; or
- If specific circumstances prevent Le Moyne from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations within the Formal Complaint.

c. Notice of Dismissal

Upon reaching a determination that a Formal Complaint will be dismissed, the Title IX Coordinator will promptly send a Written Notice of the Dismissal of the Formal Complaint or any specific allegation within the Formal Complaint and the reason for the dismissal, simultaneously to the parties through their college email accounts.

d. Appeal of Dismissal

Either party may administratively appeal the Notice of Dismissal using the procedure outlined in “Appeals,” below.

C. Informal Resolution of Formal Complaint

After the filing of a Formal Complaint, either party may request to pursue an informal resolution by submitting a written request to the Title IX Coordinator or a Deputy Title IX Coordinator. If the college, the Complainant, and the Respondent all agree that the matter is eligible for informal resolution without additional investigation, then the parties may engage in informal resolution. **Informal resolution may occur only after the filing of a Formal Complaint and with the written informed and voluntary consent of both**

parties and the Title IX Coordinator.

Informal resolution is generally not appropriate for Sexual Assault or violent conduct and is prohibited where the complaint is filed by a Student against a Respondent who is an employee (regardless of the content of the allegation).

Participation in the informal resolution process is completely voluntary. Participation may be initiated or withdrawn by either party at any time after the filing of a Formal Complaint but before a determination has been made at a live hearing, or before the signing of a Mutual Resolution Agreement. If participation is withdrawn, or if the informal resolution process concludes without an Informal Resolution Agreement, then either party is able to continue with the Formal Complaint process under this Policy. See also, *Student Sexual and Gender-Based Misconduct Policy*.

Verbal or written statements made by parties or witnesses during the informal resolution process may not be used by the college or by the parties in a live hearing or other disciplinary process. However, physical evidence or other factual information that is introduced during informal resolution may be submitted as evidence in a subsequent investigation and in the hearing process if the informal resolution is not successful.

Informal resolution may encompass a broad range of conflict resolution strategies to arrive at the Informal Resolution Agreement, including mediation, or restorative practices. The Informal Resolution Agreement may include no contact orders, location restrictions, education or training, or restorative justice activities.

An Informal Resolution Agreement, once signed by both parties, is considered final, binding on the parties, and may not be appealed.

D. Advisor of Choice and Participation of Advisor of Choice

1. Access to Advisors of Choice

Le Moyne will provide the parties equal access to advisors. Any restrictions on advisor participation will be applied equally to all parties. Students and Employees participating as Complainant or Respondent in the process under this Policy may be accompanied by an Advisor of Choice to any meeting or live hearing to which they are required or are eligible to attend. Except as otherwise stated in this Policy, Advisors of Choice shall not participate directly in the process.

Le Moyne's obligations to investigate and adjudicate cases in a reasonably prompt timeframe under Title IX and other college policies apply to matters governed under this Policy, and Le Moyne cannot agree to extensive delays solely to accommodate the schedule of an Advisor of Choice. The determination of what is reasonable shall be made by the Title IX Coordinator in collaboration with the relevant offices involved in investigating and resolving a report under this Policy. Le Moyne will not be obligated to delay a meeting or hearing under this process more than five (5) days due to the unavailability of an Advisor of Choice, and may offer the party the opportunity to obtain a different Advisor of Choice or utilize one provided by the college.

2. Notice of Meetings and Interviews

Le Moyne will provide written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings to a party whose participation is invited or expected, with sufficient time for the party to prepare to participate.

3. Delays

Each party may request a one-time delay of any timeframe under this Policy of up to five (5) days for good cause – which may be granted or denied in the sole judgment of the Assistant Dean of Title IX and Compliance or the Assistant Vice President of Human Resources based on the stage of the process – provided that the requestor provides reasonable notice and the delay does not overly inconvenience other parties. For example, a request to take a five-day pause made an hour before a hearing for which multiple parties and their Advisors of Choice are scheduled to appear and prepared for will generally not be granted, while a request for a five-day pause in the middle of investigative interviews to allow a party to obtain certain documentary evidence shall generally be granted. Unless otherwise indicated in this Policy, the Assistant Dean of Title IX and Compliance or the Assistant Vice President of Human Resources shall have sole discretion to grant any additional pauses in the process.

E. Investigation

Le Moyne will investigate all Formal Complaints alleging Title IX Sexual Harassment. Investigations will be performed in a reasonably prompt timeframe after the issuance of the Notice of Investigation.

1. Principles of Investigation and Fairness

When investigating a formal complaint and throughout the grievance process, Le Moyne will:

- Ensure that the burden of proof and the burden of gathering evidence

sufficient to reach a determination regarding responsibility rests on Le Moyne;

- Provide an equal opportunity for both parties to gather, inspect, and present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Allow for both parties to choose their own Advisor of Choice or make an advisor available to them should they not have one;
- Notify both parties of the availability of Supportive Measures and the process for appeal of any measure;
- Not unduly restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide equal notice to both parties about the case, including reports, dates and location of events or interviews, and allow sufficient time for preparation for a hearing;
- Investigate an allegation and conduct a live hearing as expeditiously as possible, while being fair and complete, and will communicate to the parties in writing about any timelines that appear to extend beyond typical cases;
- Train all persons involved with the investigation or hearing on this policy, Title IX, implicit bias, and trauma-informed investigation techniques; and
- Ensure that investigators are to be free from bias or conflicts of interest, ensuring that investigators do not serve as hearing officers or appeals members in cases or matters in which they investigate.

In all cases, the college retains the discretion to request assistance in conducting certain investigations from other trained investigators housed either in other internal college offices or from investigators external to the college.

Investigators will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, therapist or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, without the party's voluntary, written consent.

During an investigation, the investigator will collect information related to the allegations contained in the Formal Complaint and any other written statement provided in a report. This may include, but is not limited to, photographs, text messages, social media posts, or group chat communications. The investigator will

interview both parties and any witnesses who, in the investigator's sole discretion, may have information related to the alleged conduct or incident.

Parties and witnesses are not permitted to record any investigative meetings. The parties will be updated as the investigation proceeds and will have access to the materials collected by the investigator as stated in this Policy.

2. Inspection and Review of Evidence

Prior to completion of the investigation, the parties will have an equal opportunity to inspect and review the evidence obtained through the investigation that is directly related to the allegations in the Formal Complaint. The purpose of the inspection and review process is to allow each party the equal opportunity to meaningfully respond to the evidence prior to the conclusion of the investigation.

Evidence that will be available for inspection and review by the parties will be any evidence that is directly related to the allegations raised in the Formal Complaint and will include:

- Evidence that is obtained as part of the investigation that is directly related to the allegations in the Formal Complaint, even if that evidence does not end up being relied upon by the decision-makers in making a determination regarding responsibility; and
- Inculpatory or exculpatory evidence (*i.e.*, evidence that tends to prove or disprove the allegations) that is directly related to the allegations in the Formal Complaint, whether obtained from a party or other source.

The college will send the evidence made available for each party and each party's Advisor of Choice, if any, to inspect and review through an electronic format (or a hard copy upon reasonable request). The college shall have the sole discretion to determine the format and any restrictions or limitations on access. The parties and their Advisors of Choice will not be permitted to photograph or otherwise copy or disseminate any of the evidence subject to inspection and review or use such evidence for any purpose unrelated to the Title IX grievance process.

The parties will have ten (10) days to inspect and review the evidence and submit a written response by email to the investigator. The parties' written responses will be disclosed to the other parties in the Final Investigation Report.

Parties may request in writing a reasonable extension, which may be granted at the sole discretion of the investigator. The investigator will consider the parties'

written responses before completing the Final Investigation Report.

3. Final Investigation Report

The investigator, in collaboration with the Title IX Office, will create a Final Investigation Report that summarizes relevant evidence. The Final Investigation Report is not intended to catalog all evidence obtained by the investigator, but only to provide a summary of that evidence that, in the reasoned judgment of the investigator, is relevant to the allegations in the Formal Complaint. Only relevant evidence tending to prove and disprove the allegations will be referenced in the Final Investigation Report. The investigator may redact irrelevant information from the Final Investigation Report when that information is contained in a document or evidence that is otherwise relevant.

The parties shall receive a copy of the Final Investigation Report at least ten (10) days prior to any scheduled hearing. Any evidence subject to inspection and review will be available to the parties at the hearing, including for purposes of cross-examination, in an appendix to the Final Investigation Report.

4. Formal Resolution of Complaints

An assigned decision-maker will review all of the investigation documents to make a determination whether to pursue Charge(s) in a case. If the decision-maker determines that Charge(s) are appropriate, the case may be resolved through a Mutual Resolution, or through a Hearing. If an investigation includes substantial evidence to support additional new charges against either party, the college may bring forward charges not originally outlined in the initial notice and may proceed under a different policy.

Mutual Resolution for the Parties

Mutual Resolution is not appropriate and will not be used when the Complainant is a student and the Respondent is an employee. Otherwise, the Director of Community Standards, Assistant Dean for Title IX and Compliance or Assistant Vice President of Human Resources may determine that the Mutual Resolution of a case is appropriate.

- Examples of when it is appropriate to resolve a case using Mutual Resolution include but are not limited to when there are no or few contested relevant facts so that Community Standards or Human Resources may make a determination about responsibility without requiring a full hearing, when a Respondent has taken responsibility during the investigation, or when one or both parties request a mutual resolution.

- In that case, the director will provide both parties with a charge letter, the Final Investigation Report (FIR), and will discuss the Mutual Resolution Agreement (MRA) with both parties.
- Prior to the MRA being finalized, the hearing officer will share the FIR with the parties and give them five (5) days to review.
- If the parties accept to resolve a case through Mutual Resolution, the parties must voluntarily accept the outcomes regarding the findings of responsibility and related sanctions proposed by the director, and waive their right to a hearing.
- The director will provide the parties with a summary outlining the proposed finding of responsibility, related sanctions, and the rationale.
- The parties will then have three (3) days to accept the Mutual Resolution, which must be signed by both parties and the director.
- The signed Mutual Resolution may not be appealed.

If the director does not offer a Mutual Resolution or either party declines a Mutual Resolution, the director shall refer the case to a hearing.

Violation of Mutual Resolution Agreement

When a violation of the Mutual Resolution Agreement is reported, the Director of Community Standards or Human Resources will review and process through the appropriate course of action under this policy.

Hearing Procedures and Adjudication Preparing for the Live Hearing

All materials that will be used at the hearing must be submitted to Community Standards (for student cases) or Human Resources (for employee cases). Those offices will then schedule a hearing to be held at least ten (10) days after the parties' receipt of the Final Investigation Report. The materials submitted to those offices may include:

- All documents (including the Final Investigation Report) and other tangible evidence that will be used as evidence during the hearing;
- The names of any witnesses and a brief summary concerning the subject matter of the witness' expected testimony; and
- The name of any Advisor of Choice that will be in attendance at the hearing and whether that person is an attorney.

Absent extenuating circumstances, no Advisor of Choice, witness, or document, or tangible evidence will be permitted at the hearing unless such information was timely submitted. It is the responsibility of the party wanting to present a witness to ensure that

the witness is present at the hearing.

F. Live Hearing

Unless otherwise resolved through Informal Resolution or a Mutual Resolution Agreement set forth in this Policy, (1) all adjudications of Title IX Sexual Harassment will be conducted by live hearings, and (2) the college will not issue a disciplinary sanction arising from an allegation of Title IX Sexual Harassment without holding a live hearing.

1. General Information and Hearing Officer

Live hearings will be presided over by hearing officers who are trained on this Policy, Title IX regulations, trauma-informed responses, and relevant evidentiary standards, and who are free from bias or conflicts of interest.

Prior to the hearing, Community Standards (for Student cases) or Human Resources (for Employee cases) will work with the parties to schedule the hearing and will provide parties with relevant information regarding the conduct of the hearing. Hearing officers will also make rulings on the relevancy of evidence or testimony, and other matters that arise that must be decided during the hearing.

2. General Rules of Live Hearings

All parties and individuals will maintain professional decorum throughout the hearing. Abusive statements towards others will not be tolerated.

At the live hearing, the hearing officers shall permit each party's Advisor of Choice to ask the other party and any witnesses relevant questions and follow-up questions, including those challenging credibility. The hearing officers have the sole authority to determine the relevance of each question and to disallow questions. Cross-examination at the live hearing must be conducted directly, orally, signed, and in real time by the party's Advisor of Choice and never by a party.

Le Moyne will provide for the live hearing to occur with the parties located either in the same room, in separate rooms with technology enabling both the hearing officers and the parties to simultaneously see and hear the proceedings in real time, or remotely in real time.

Individuals may have an Advisor of Choice attend the hearing with them. These Advisors of Choice may be, but are not required to be, an attorney. The role of an Advisor of Choice during the hearing is limited to asking

questions of the other party during cross-examination and otherwise providing quiet counsel to the individual Complainant or Respondent during the hearings.

The names of Advisors of Choice should be provided to Community Standards (Students) or Title IX Coordinator (Employees) at least five (5) days prior to the hearing. If a party does not have an Advisor of Choice present at the live hearing, Le Moyne will provide one to that party, without fee or charge, to conduct cross-examination on behalf of that party.

The Complainant and Respondent may submit impact statements to the Title IX Office prior to the live student conduct hearing date within two (2) days before the hearing.

Le Moyne will create a recording of any live hearing and make it available to the parties for inspection and review. All parties are prohibited from making video or audio recordings during a live hearing. The hearing officer may remove any person who violates this rule from the hearing.

The hearing officers may determine that multiple sessions or a continuance (*i.e.*, a pause of the hearing until a later date or time) is needed to complete a hearing. If so, Le Moyne will notify all participants and endeavor to accommodate all participants' schedules and complete the hearing as promptly as practicable.

3. Hearing Procedures

For all live hearings conducted under this Policy, the hearing procedure will be as follows:

Each party may supply the hearing panel with questions they wish to be asked of the other party during the live hearing. Questions must be supplied by the date given in the Charge Letter from the Assistant Dean of Title IX and Compliance (for Student cases) or from the Assistant Vice President of Human Resources (for Employee cases). Prior to the hearing, the hearing panel will review the questions to determine if they are relevant and permitted to be asked at the live hearing. The Hearing panel will confirm admission and move to closing statements.

The hearing officers will open and establish rules and expectations for the hearing;

- Opening Statements from Respondent (5-10 minutes each party).

- o Make introductory statements
- o Make Brief statement of Responsibility to some or all allegations brought forward
- o If the Respondent party is entering an admission of Not Responsible for any allegation, the hearing panel will move forward with questioning regarding the outstanding allegation(s).

- If the hearing moves forward, the hearing officers will ask questions of the parties and any witnesses and may question investigators when necessary and in the sole discretion of the hearing officers;
- The parties will be given the opportunity for live cross-examination by their Advisors of Choice;
- The parties will be given the opportunity to make a closing statement prior to the conclusion of the hearing (5-10 minutes).

During the parties' cross-examination, hearing officers will have the authority to pause cross examination at any time for the purposes of asking their own follow up questions and any time necessary in order to enforce the established rules of decorum.

4. Live Cross-Examination Procedure

Each party's Advisor of Choice may but are not required to submit cross examination questions in advance to the Hearing Officer for relevancy determinations no later than two days prior to the hearing. The Advisors of Choice will conduct live cross-examination of the other party or parties and witnesses. During this live-cross examination, the parties are required to observe each other. If the hearing is taking place online, cameras must be on. If there is a divider in the room for a live hearing, they must move from behind the divider. The Advisor of Choice will ask the other party or parties and their witnesses Relevant Questions and follow-up questions, including those challenging credibility directly, orally, and in real time.

Before any cross-examination question is answered, the hearing officers will determine if the question asked is a Relevant Question. Cross-examination questions that are duplicative of those already asked, including by the hearing officers, may be deemed irrelevant if they have already been asked and answered.

Should a party or the party's Advisor of Choice choose not to cross-examine a party or witness, the party shall affirmatively waive cross-examination through a written, oral, or signed statement to the hearing officer.

5. Record of the Hearing

Live hearings will be audio recorded by the college and will be made available to the parties only. The Assistant Dean of Title IX and Compliance (students) or Human Resources (employees) shall determine the procedures for access. All parties are prohibited from photographing, or making audio or video recordings while accessing recordings under this Policy.

6. Determination Regarding Responsibility

i. Standard of Review

Hearing officers will make a determination using the Preponderance of Evidence standard, meaning that to find a person responsible for a charge it must be more likely than not that the reported conduct happened.

ii. General Considerations for Evaluating Testimony and Evidence

Determinations regarding responsibility may be based in part, or entirely, on documentary, audiovisual, and digital evidence, as warranted in the reasoned judgment of the hearing officers.

Hearing officers will not draw inferences regarding the credibility of a party or witness based on the status of the party or witness as a Complainant, Respondent, or witness. Nor will their determination be based on their judgments in stereotypes about how a party or witness would or should act under the circumstances. Credibility judgments will rest on the demeanor of the party or witness, the plausibility of their testimony, the consistency of their testimony, and its reliability in light of corroborating or conflicting testimony or evidence. The hearing officers will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

iii. Components of the Determination Regarding Responsibility

Within ten (10) days of the completion of the hearing, the hearing officers will issue a written Outcome Letter which will be provided to both parties simultaneously and, in the case of students, in person when possible. The written Outcome Letter will include the following:

- Identification of the allegations potentially constituting covered Title IX Sexual Harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding which section of this Policy (or other relevant policies, if any) the Respondent has or has not violated.
- For each allegation:
 - A statement of, and rationale for, a determination regarding responsibility;
 - A statement of, and rationale for, any disciplinary sanctions the college imposes on the Respondent; and
 - A statement of, and rationale for, whether remedies designed to restore or preserve equal access to the college's Education Program or Activity will be provided by Le Moyne to the complainant; and
 - Le Moyne's procedures and the permitted reasons for the Complainant and Respondent to appeal (described below in "Appeal").

In all cases, the hearing officers will hear relevant testimony regarding all charges and issue a determination on each charge related to Title IX Sexual Harassment, and any other charges supported by the evidence that arise out of the same facts or circumstances in the Outcome Letter. Because Title IX Sexual Harassment uses a more rigorous standard to establish sexual harassment with different procedural rules, an individual may be found "not responsible" for Title IX Sexual Harassment under this Policy, but still be found responsible for non-Title IX sexual harassment under other Le Moyne policies outlined in the *Employee Handbook* and *Student Handbook*. Other charges wholly unrelated to sexual misconduct (*i.e.*, other forms of discrimination or behavioral

matters) may be separately adjudicated under applicable policies for that conduct.

iv. Finality of Determinations

The determination regarding responsibility set forth in the Outcome Letter is final either (1) on the date that Le Moyne provides the parties with the written determination of the result of the appeal if an appeal is filed consistent with this Policy, or (2) if an appeal is not filed, the date on which the opportunity to appeal expires.

7. Sanctions for Students

Sanctions for violations of this Policy will be commensurate with the conduct and may include, but are not limited to, one or more of the following:

- Warning
- Probation
- Temporary or permanent ban from campus or specific campus locations (such as residential colleges or other Le Moyne residential facilities)
- Ban from participating in Athletics practice, competitions or events
 - Mandatory educational programs
- Ban from participating in campus organizations or campus activities, including bans on particular forms of undergraduate activities
- Disqualification from future employment or student leadership positions
- Withholding of transcripts, grades, diploma, or degree until after the hearing, appeal, or the sanction is complete
 - Transcript notations consistent with the *Student Sexual and Gender-Based Misconduct Policy*
 - Separation from the college, which includes suspension, for a period of time
 - Revocation of admission and/or degree
 - Expulsion

8. Sanctions for Employees

Sanctions for violations of this Policy will be commensurate with the conduct and may include, but are not limited to, one or more of the following:

- Written Warning or Final Written Warning
- Unpaid administrative leave
- Temporary or permanent ban from campus or specific campus locations
- Mandatory educational programs or training
- Fitness for duty evaluation
- Partial or full trespass warnings to remain off campus or parts of campus

- Permanent or temporary suspension from employment and/or enrollment
- Removal of supervisory titles or duties
- Demotion
- Office Relocation
- Restriction of attendance at meetings, departmental events
- Termination of employment
- Withholding merit increases
- Permanent or temporary teaching restrictions or additional oversight in classrooms, labs, or with Student interactions
- Assignment of mentors or coaching

After making a determination of responsibility for employees, the hearing officer may consult with the appropriate dean, the vice president of the division in which the employee works, the Assistant Vice President of Human Resources, or other administrative individuals, Legal Counsel, or the Title IX Coordinator to determine the appropriate disciplinary sanctions and to ensure consistency. The Title IX Coordinator is responsible for effective implementation of any remedies. However, the final Outcome Letter shall be issued by the hearing officers.

X. Appeals

Either party may appeal a determination after a hearing and a Notice of Dismissal under this section.

- A. Both the Complainant and the Respondent shall have the right to appeal the outcome of the hearing to the college Appeals Board in accordance with the provisions of the appeals process for the Student Code of Conduct outlined in the Le Moyne Student Appeals Process. No member of the college Appeals Board participating in an appeal shall have a conflict of interest. In the event a conflict of interest is deemed to exist, the member with the identified conflict shall be replaced, for purposes of this appeal only, in accordance with the provisions of the Le Moyne student appeals process.

B. Timing and Grounds for Appeal when an employee is the Respondent

An appeal must be made in writing within ten (10) days of receiving the written Outcome Letter. During this period, Le Moyne may provide Supportive Measures to either party but will not impose sanctions or take other disciplinary action. Appeals may be amended until the expiration of the allotted time.

Appeals must be based on one of the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that could affect the outcome of the matter and was not reasonably available at the time the determination regarding
- responsibility or dismissal was made. A summary of the alleged new
- evidence and its potential impact must be included; or
- The Title IX Coordinator, investigator, or a hearing officer had a conflict of interest or bias for or against complainants or respondents generally, or against the individual Complainant or Respondent, that affected the outcome of the matter or
- The sanction issued is overly harsh.
- Sanction was issued.

C. Form and Content of Appeal

Appeals must be made in writing and must include the name of the appealing party and the grounds upon which an appeal is requested. The party requesting the appeal must demonstrate that the appeal is timely and must provide sufficient information to demonstrate that the grounds for appeal have been met. If the grounds for appeal is to consider new facts sufficient to alter the decision that were not known or knowable to the appealing party before or during the time of the hearing, then the written appeal must include such information.

The non-appealing party will receive a copy of the appeal. The non-appealing party may submit a written statement within ten (10) days of receipt of the appeal.

An appeals officer will review the appeal request and make a threshold determination regarding the timeliness of the appeal and whether the appeal is based on one of the grounds listed in this Policy. The party requesting an appeal must show that the grounds for an appeal request have been met. The original determination and sanction in the Outcome Letter will stand if the appeal is not timely or is not based on the permissible grounds listed above. This threshold determination shall be final.

D. General Rules for Appeals

If an appeal is granted, then unless otherwise noted, the appeal will be heard and determined by the Appeal Board of three (3) members selected from a pool of

trained faculty and staff. The Appeal Board members may not have served on the original board or have heard the case in any other capacity. The following general rules will apply:

- Appeals are not intended to be full reinvestigations of the allegation(s). The Appeal Board will not substitute its judgment for that of hearing officers.
- The Appeal Board's review is limited to the Final Investigation Report, the Outcome Letter, evidence that was presented during the hearing, any new evidence submitted by the parties that was not reasonably available at the time of the live hearing, impact statements, and the parties' written appeals to decide if an appeal should be granted or denied. Except under limited circumstances, appeals should not include any additional witnesses or testimony of any form.
- Appeals granted based on new evidence will either be addressed through an administrative review or hearing as determined by the assigned appeal board Chair
- Appeals based on alleged bias or conflict of interest involving the original hearing officers will either be addressed through an administrative review or hearing as determined by the assigned appeal board Chair.
- Appeals of a Dismissal of the Complaint will be administratively determined by the Associate Provost of Student Affairs or Associate Vice President of Finance.

E. Results on Appeal

Within ten (10) days of the appeal hearing, the Appeal Board will issue a written decision to the parties. The written decision of the appeal will be provided in writing simultaneously to both parties, and will include a rationale for the decision. The appeal decision may:

- Uphold the original outcome (both the finding of responsibility or non responsibility and the sanctions if any);
- Uphold the finding of responsibility, but modify the sanction by either increasing or reducing (but not eliminating) the sanction; or
- Reverse or modify a finding of responsibility and the sanction(s) and remand the case for a new hearing consistent with the determination of the Appeal Board and the rights set forth in this Policy, including the right to appeal the new outcome upon the

grounds stated in this Policy.

F. Finality of Decision on Appeal

Once an appeal is decided, the outcome is final. Further appeals are not permitted.

XI. Expectation of Good Faith and Prohibition of False Statements

Le Moyne expects all parties to act in good faith when adjudicating matters under this Policy. This includes a strict prohibition on knowingly making false statements, submitting false information, and/or withholding evidence during any phase of the process. Allegations of false statements will be adjudicated in accordance with the appropriate college policy based on the status of the Respondent as a Student or Employee.

XII. Conflict of Interest and Bias

Any individual designated by Le Moyne as a Title IX Coordinator, investigator, hearing officer, appellate officer, or any person designated by Le Moyne to facilitate an informal resolution process, must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

In the event that there is a conflict of interest, the college will appoint an alternative individual who meets the training or position requirements of this policy but does not have a conflict.

XIII. Prohibition Against Retaliation

The college prohibits retaliation in any form against a person for reporting suspected or actual wrongful conduct in good faith, including any conduct believed to violate this

Policy. The college will take all appropriate and necessary action to punish retaliation against persons making such reports.

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy.

Le Moyne will keep confidential the identity of any individual who has made a Report or complaint of Title IX Sexual Harassment under this Policy, any individual who has been reported to be the perpetrator of Sex Harassment, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), including the conduct of any investigation, hearing, or judicial proceeding arising under this Policy.

Complaints alleging retaliation under this Policy should be filed with the Office of Human Resources if employee related or the Title IX Office if student related. If the complaint involves the Office of Human Resources, the Title IX Coordinator, or the Deputy Coordinators, the complaint should be filed with the assistant vice president for Grace Center for faith and community.

XIV. Training Requirements

The college will provide appropriate training for faculty, staff, and students concerning this Policy and the duty to report information.

Further, those individuals involved in investigations, hearings, or appeals under this Policy will receive additional training as may be appropriate or required. This includes training on Title IX definitions, the scope of Le Moyne educational programs and activities, trauma informed responses, and how to serve impartially (including avoiding prejudgment of the facts, conflicts of interest, and bias). Additionally, individuals will be trained on investigations, relevancy, or informal resolution (as may be appropriate). These training materials will be posted on the [Title IX website](#) and through the Dolphin Digest.

XV. Relationship to Other Laws

Where conduct may implicate both Title IX and Title VII of the Civil Rights Act and/or New York State Human Rights Law, this Policy will take precedence in the order in which Le Moyne investigates the conduct, but is not exclusive. The college

will also adjudicate the matter under the Workplace Ethics and Code of Conduct policy located in the Employee Handbook notwithstanding the outcome of any determination or appeal under this Policy.

XVI. Recordkeeping

The College will maintain all records for a period of seven years for—

- (A) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
- (B) Any appeal and the result therefrom;
- (C) Any informal resolution and the result therefrom; and
- (D) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. A recipient must make these training materials publicly available on its website, or if the recipient does not maintain a website the recipient must make these materials available upon request for inspection by members of the public.
- (E) Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment including rationale that demonstrates deliberate actions meant to restore or preserve equal access to Le Moye's educational programs or activities. If a complainant is not provided with restorative measures, the College must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

XVI. Additional Information

Additional information or a list of the resources may be found on the [Title IX website](#).

APPENDIX A

I. Confidential Resources are as follows:

<p>Le Moyne College Wellness Center (315) 445-4440 https://www.lemoyne.edu/student-advising-support/health-wellness/ Counseling services at no cost.</p>	<p>Campus Ministry 315-445-4110 https://www.lemoyne.edu/life-on-campus/campus-ministry/ Services provided at no cost</p>
<p>Le Moyne Student Health Center (315) 445-4195 http://www.Lemoyne.edu/studentaffairs/studenthealth/ Exams provided at no cost.*</p>	

*Lab fees could apply for Health services but may be reimbursable. Consult with the provider prior to any services for free options.

II. In addition to the Title IX Coordinator and the Responsible Administrators, other non Confidential Resources on campus that can provide assistance include:

<p>Le Moyne Safety & Security 315-445-4444 (24 hours a day, 7 days a week)</p>	
<p>Le Moyne Human Resources 315-445-4155 https://www.lemoyne.edu/college-offices/human-resources/ Services provided at no cost</p>	<p>Office of Financial Aid 315-445-4400 https://www.lemoyne.edu/admission-financial-aid/cost-financial-aid/ Services provided at no cost</p>
<p>Office of Cultural and Social Engagement 315-445-4189 https://www.lemoyne.edu/student-advising-support/equity-diversity-inclusion-belonging/ Services provided at no cost</p>	<p>Le Moyne Student Government Office SGA@lemoyne.edu</p>

III. Off-campus community resources include:

<p style="text-align: center;">Vera House 24-Hour Hotline (315) 468-3260 https://www.verahouse.org/</p> <p>Services provided at no cost including Victim Advocacy</p>	<p style="text-align: center;">National Domestic Violence Hotline (24 hours a day, 7 days a week) 800-799-7233 http://www.thehotline.org/</p> <p>Services provided at no cost</p>
<p style="text-align: center;">Liberty Resources Crisis Line (315) 251-0800</p> <p>Services provided at no cost including Victim Advocacy</p>	<p style="text-align: center;">National Dating Abuse Helpline (24 hours a day, 7 days a week) 866-331-9474 http://www.loveisrespect.org/</p> <p>Services provided at no cost</p>
<p style="text-align: center;">Syracuse Police (24 hours a day, 7 days a week) 315-442-5200 https://www.syr.gov/Departments/Police</p> <p>Services provided at no cost</p>	<p style="text-align: center;">New York State Office of Victim Services https://ovs.ny.gov/ 800-247-8035</p> <p>Services provided at no cost</p>
<p style="text-align: center;">DeWitt Police (24 hours a day, 7 days a week) 315-449-3640 https://www.townofdewittpolice.com/</p> <p>Services provided at no cost</p>	<p style="text-align: center;">Onondaga County Service (24 hours a day, 7 days a week) 315-435-3044 https://sheriff.ongov.net/</p> <p>Services provided at no cost</p>
<p style="text-align: center;">National Sexual Assault Hotline (24 hours a day, 7 days a week) 800-656-4673 https://www.rainn.org/get-help/national-sexual-assault-hotline</p> <p>Information on sexually transmitted infections and sexual assault forensic examinations. Services provided at no cost</p>	<p style="text-align: center;">NYS Police Sexual Assault Hotline https://consentfirst.troopers.ny.gov/ 844-845-7269</p> <p>Services provided at no cost</p>