



Saint Martin's
UNIVERSITY

Student Handbook

Code of Student Conduct, University
Policies, and Residence Hall
Regulations

Effective August 22, 2018

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Code of Student Conduct

Statement of Community Values

Throughout the centuries, a major characteristic of Benedictine schools has been the creation of an atmosphere in which a true sense of community could flourish and an environment in which students can develop their full potential. Accordingly, the mission statement of Saint Martin's University reads, "Saint Martin's students learn to make a positive difference in their lives and in the lives of others through the interaction of faith, reason, and service. The university honors both the sacredness of the individual and the significance of the community in the ongoing journey of becoming."

Saint Martin's University believes in honoring the freedom of the individual and respecting the rights of the group. A Code of Student Conduct is necessary to ensure this is possible. As a Roman Catholic university, Saint Martin's not only expects students, staff, and faculty to follow appropriate civil laws, but also encourages each individual to participate in building a positive and welcoming community. A student attending Saint Martin's University agrees to be governed by this Code of Student Conduct, hereafter referred to as the *Code*, as well as by other applicable University policies. The University, through authority given by the University President to the Dean of Student Affairs, maintains the exclusive authority to determine violations of the Code and to impose sanctions.

I. Definitions for the Purpose of This Document

The following definitions apply to the terms utilized in this document:

- a. The term "University" refers to Saint Martin's University.
- b. The term "student" includes all individuals enrolled full- or part-time at the University, whether taking classes on the Lacey Campus, any of the extension campuses, or online. This term also includes those who are not enrolled but have a continuing relationship with the University, those who withdraw after allegedly violating the Code, those enrolled at other institutions while utilizing Saint Martin's facilities or services, and/or those traveling abroad with a University sponsored program.
- c. The term "University official" pertains to any individual employed by Saint Martin's University or a contracted service provider who is performing assigned administrative functions.
- d. The term "member of the University community" includes any person formally affiliated with Saint Martin's University including, but not limited to, students, faculty, staff members, clergy, alumni, and conference or program guests.
- e. The term "student group" refers to any number of students who are associated with each other through shared activities but have not applied for or been granted formal recognition as a University club or organization.
- f. The term "University club" or "organization" refers to a group of students who have applied for and been granted formal recognition by the University.

- 1 g. The term "University premises" includes all land, facilities, property, roads, or
2 walkways owned, leased, or controlled by the University.
- 3 h. The term "policy" includes all written regulations of Saint Martin's University as
4 outlined in publications including, but not limited to, the Student Handbook, Faculty
5 and Staff Handbook, The Code, Graduate and Undergraduate Catalogs, University
6 website, Housing and Residence Life contract, and other office forms and brochures.
- 7 i. The term "complainant" is used to identify any person who makes a report alleging
8 that a student has violated the Code. The complainant may or may not be the victim
9 of misconduct; however, an individual who believes s/he has been victimized will be
10 afforded the same rights as the complainant, even if the report was submitted by
11 another member of the University community.
- 12 j. The term "respondent" refers to any student accused of violating the Code.
- 13

14 II. Jurisdiction

15

16 The policies outlined in this Code apply to all matters affecting Saint Martin's
17 University including, but not limited to, events occurring during the time the
18 University is in session, incidents occurring over break periods or prior to
19 enrollment, and any behavior on or off campus by Saint Martin's students that
20 interferes with or adversely affects the University community or the institution's
21 mission, reputation, or functions. Students are responsible for familiarizing
22 themselves with the Code and shall adhere to it from the time they are admitted
23 to the University through the awarding of a degree.

24

25 Upon receipt of a report alleging violation(s) of the Code or University policy,
26 disciplinary action may be initiated by the University, and sanctions may be
27 imposed against any student, student group, or University club or organization
28 found responsible for committing, attempting to commit, or intentionally assisting
29 in the commission of any of the prohibited forms of conduct identified in Article III
30 below. (This list is not all-inclusive since it is not possible to list all potential
31 violations.) The Code and the procedures associated with it may apply to a
32 student's conduct even if the student withdraws from the University or is awarded
33 a degree while a disciplinary matter is pending. The Coordinator of Student
34 Conduct or Dean of Student Affairs shall decide whether the Code will be applied
35 in such situations and in cases involving misconduct off campus.

36 Students whose behavior may violate the Code and local, state, or federal law are
37 subject to University disciplinary procedures even if criminal charges exist for the
38 same incident. University proceedings may be carried out prior to, simultaneously
39 with, or following legal proceedings off campus at the discretion of the
40 Coordinator of Student Conduct or Dean of Student Affairs. The findings and
41 sanctions imposed under this Code shall not be subject to change based on the
42 outcome of any outside litigation, even if charges are dismissed, reduced, or
43 otherwise resolved in favor of the respondent.

44

45 At Saint Martin's University, it is expected that all students will behave in a
46 manner most conducive to the greatest possible development, growth, and well-
47 being of the individual and of the academic community. Actions detrimental to

1 the mission of the University and to the legitimate activities of the academic
2 community are in violation of this Code and will be subject to the disciplinary
3 process.
4

5 III. Proscribed Conduct 6

- 7 1. Refusal to comply with reasonable requests or directions from authorized
8 University officials, including refusal to identify oneself to them or refusing to
9 leave or remain in an area or building when ordered to do so. An authorized
10 University official is any employee of the University, including, but not limited to,
11 staff of the Office of Public Safety and Housing and Residence Life.
- 12 2. Any behavior including, but not limited to, written, verbal, gestured, or electronic
13 communication that may threaten, intimidate, demean, or otherwise harm
14 anyone, whether student, faculty, staff, guest, or neighbor. This includes bullying,
15 cyber-harassment, or the unauthorized or inappropriate photographing, recording,
16 and/or broadcasting of other community members or one's likeness.
- 17 3. Harassment, including sexual harassment, and any persistent or pervasive
18 conduct less than a physical attack that interferes with a person in conducting his
19 or her customary or usual affairs (see also the University's Anti-Harassment and
20 Non-Discrimination and Sexual Misconduct policies).
- 21 4. Physical abuse, detention, endangerment, or any conduct threatening imminent
22 bodily harm or that jeopardizes the physical or emotional health of any person on
23 or off institutionally owned or controlled property. Examples include, but are not
24 limited to, fighting; domestic and dating violence; stalking; attempted physical
25 violence; threats of physical violence; reckless driving; intimidation; retaliation; or
26 interference with a person in any manner preventing the person from conducting
27 his or her customary or usual affairs, putting the person in fear for his or her
28 safety, or causing the person to suffer actual physical injury (see also the
29 University's Anti-Harassment and Non-Discrimination and Sexual Misconduct
30 policies).
- 31 5. Sexual misconduct as defined in the University's Anti-Harassment and Non-
32 Discrimination and Sexual Misconduct policies.
- 33 6. Domestic, dating, or intimate partner violence as defined in the University's Anti-
34 Harassment and Non-Discrimination and Sexual Misconduct policies.
- 35 7. Stalking as defined in the University's Anti-Harassment and Non-Discrimination
36 and Sexual Misconduct policies.
- 37 8. Discrimination by any group, club, organization, office, student, or University
38 employee or official based upon any criteria not expressly allowed by law,
39 including, but not limited to, race, ethnicity, color, religion, creed, national origin,
40 marital or family status, sex, gender identity or expression, age, sexual
41 orientation, veteran status, and disability (see also the University's Anti-
42 Harassment and Non-Discrimination policy).
- 43 9. Obstruction or disruption of teaching, research, administration, disciplinary
44 procedures, or other institutional activities including, but not limited to, the
45 institution's public service functions and other authorized activities on or off
46 institutionally owned or controlled property.

- 1 10. Obstruction or disruption interfering with the freedom of movement – either
2 pedestrian or vehicular – on institutionally owned or controlled property.
- 3 11. Possession of firearms (real or simulated, lethal or non-lethal) or components
4 thereof, fireworks, explosives, ammunition, dangerous chemicals, swords, illegal
5 knives, other weapons (or components thereof), or dangerous instruments on
6 institutionally owned or controlled property, or use of any item in a manner that
7 harms, threatens, or causes fear to others, on or off University premises,
8 including the malicious, unnecessary, or unintended discharge of a chemical
9 irritant such as pepper spray.
- 10 12. Malicious damage, misuse, or the attempted or actual misappropriation or theft
11 of institutionally owned property, the property of any member of the University
12 community, or other personal or public property, on or off campus. Knowingly
13 possessing stolen items, using misappropriated items or services, and/or
14 altering, falsifying, duplicating, or forging timecards, checks, credit cards, or other
15 value-bearing documents or products.
- 16 13. Tampering with fire safety equipment, generating a false alarm, failing to
17 evacuate during a drill, possessing hazardous materials or prohibited items, or
18 engaging in any behavior constituting a fire or safety hazard (see also the Fire
19 Safety Regulations as outlined in the University's Annual Safety Report).
- 20 14. Altering, duplicating, improperly possessing, or lending a University identification
21 card or University key to another person for any reason not expressly authorized
22 by the University.
- 23 15. Unauthorized or improper entry into or use of institutional facilities, including all
24 offices, classrooms, labs, buildings, and grounds.
- 25 16. Representing one's self as another person with or without the other person's
26 permission.
- 27 17. Student groups, clubs, or organizations representing themselves, or an individual
28 student representing himself or herself, as acting for or on behalf of the
29 University in a commercial enterprise or in the solicitation or collection of funds
30 for any purpose whatsoever without advance approval from the appropriate
31 University official or office. This applies to all means of communication including,
32 but not limited to, mail, telephone, e-mail, message boards, canvassing, and use
33 of social networking sites.
- 34 18. Intentionally furnishing false information to the University, assisting someone else
35 in furnishing false information to the University, or forging or altering in an
36 unauthorized fashion, or inappropriately using, a University document or
37 instrument of identification.
- 38 19. Abuse of technological resources as outlined in the University's Acceptable Use
39 Policy. This includes, but is not limited to, purposeful breach of individual or
40 institutional privacy and/or network security; accessing or sharing information or
41 media that may be subject to copyright or intellectual property laws and
42 restrictions; sending abusive or unwanted material to another community
43 member; targeting another individual or group through e-mail, social media, or
44 other electronic communication; and use of computing resources or facilities for
45 the solicitation and/or transmission of pornography or other graphic or offensive
46 material (see also the University's Acceptable Use Policy).

- 1 20. Participation in games of chance, betting on athletic events, and all other forms
2 of gambling involving the exchange of money or other valuable items except as
3 expressly permitted by University regulations.
- 4 21. Hazing or participation in any method of initiation into a student club,
5 organization, group, or team on or off campus causing or likely to cause physical
6 or emotional harm, anxiety, personal degradation or disgrace, property damage,
7 or interference with an individual's academic or work performance. The
8 expressed or implied consent of the victim and acquiescence of bystanders or
9 group members are not neutral acts and are in violation of the Code. Examples of
10 prohibited activities include, but are not limited to:
 - 11 a. Excessive ingestion, consumption, or vomit-inducing activities using alcohol,
12 drugs, food, water, or other substances.
 - 13 b. Paddling, striking, or branding of an individual.
 - 14 c. Causing an individual to be indecently exposed.
 - 15 d. Excessive physical activity.
 - 16 e. Deprivation of food or sleep.
 - 17 f. Actions exposing personal values to compromise or ridicule.
 - 18 g. Transportation and abandonment.
 - 19 h. Personal servitude.
 - 20 i. Confinement of an individual to unreasonably small, unventilated, unsanitary, or
21 unlighted areas.
 - 22 j. Participation in any activity violating University policies or any local, state, or
23 federal law.
 - 24 k. Participation in any activities interfering with academic pursuits or normal life
25 functions.
- 26 22. Illegal or improper possession, use, manufacture, sale, or distribution of
27 marijuana (including medicinal marijuana), illicit narcotics, prescription
28 pharmaceuticals, other controlled substances, or drug paraphernalia on or off
29 campus as described in the University's Alcohol and Drug policy.
- 30 23. Illegal or improper possession, consumption, manufacture, sale, or distribution of
31 alcoholic beverages or alcohol paraphernalia on or off campus as described in
32 the University's Alcohol and Drug policy.
- 33 24. Disorderly, disruptive, lewd, or indecent conduct infringing upon the rights of
34 other members of the University community or that is inconsistent with the
35 mission of the University. Such behavior includes, but is not limited to, public
36 intoxication, posting or transmitting offensive material, engaging in or simulating
37 sexual activities in another's presence, full or partial nudity, and egregious or
38 repeated violations of campus or residence hall noise ordinances or quiet hours.
- 39 25. Contempt of University conduct proceedings which includes, but is not limited to:
 - 40 a. Failure to comply with a request to be interviewed by a University official with
41 respect to an alleged Code violation.
 - 42 b. Failure to comply with an official notice to appear for a meeting or hearing.
 - 43 c. Disruption of a conduct hearing or other disciplinary proceedings.
 - 44 d. Attempting to discourage an individual from participating in the conduct process
45 or seeking to influence a witness, complainant, or Conduct Committee member.
 - 46 e. Providing false, misleading, or inaccurate information to a University official, the
47 Conduct Committee, or a hearing officer.

- 1 f. Submitting a false report or initiating a University conduct case in bad faith.
2 26. Failure to comply with the terms of any disciplinary sanction imposed in
3 accordance with this Code or mandated by the Coordinator of Student Conduct or
4 designee.
5 27. Violation of Residence Life, Campus Life, or other University rules and procedures
6 as disseminated through official publications, the University website, e-mail, the
7 Student Handbook, and other means. The most up-to-date Student Handbook is
8 available online and is subject to change at any time.
9 28. Inciting others to engage in any of the proscribed conduct listed in this Code.
10 29. Acts that violate federal, state, or local law.
11

12 IV. Disciplinary Structure

13

- 14 a. Dean of Student Affairs: The Dean of Student Affairs is responsible for appointing
15 a Coordinator of Student Conduct who will have primary responsibility for
16 administering the Code. The Dean of Student Affairs, however, is responsible for
17 the official interpretation of the Code, and will serve as the University's chief
18 appellate officer in cases of student misconduct adjudicated by the Coordinator
19 of Student Conduct or Student Conduct Committee.
20 b. Coordinator of Student Conduct: Appointed by the Dean of Student Affairs, the
21 Coordinator of Student Conduct annually reviews and revises the Code in
22 conjunction with the Dean, administers the student conduct process, trains and
23 supervises all Student Conduct Administrators, and determines how and by whom
24 each disciplinary case is heard. The Coordinator also serves as an administrative
25 hearing officer and the appellate officer for hearing outcomes issued by other
26 Student Conduct Administrators. The Coordinator will convene and train the
27 Student Conduct Committee, and will have primary responsibility for managing
28 Student Conduct Committee hearings and maintaining student conduct records.
29 The Coordinator will also develop policies and procedures consistent with the
30 provisions of the Code.
31 c. Student Conduct Committee: The Student Conduct Committee meets at the
32 discretion of the Coordinator and conducts hearings to review serious or
33 pervasive allegations of student misconduct. The Student Conduct Committee is
34 appointed by the University President and shall consist of a pool of faculty or staff
35 members and a pool of student members. If possible, returning student, faculty,
36 and staff members will be retained each year for continuity; however, all
37 reappointments will be recommended by the Coordinator and approved by the
38 President. Nominations for new student, staff, and faculty appointments shall be
39 solicited annually from the Dean of Student Affairs, Housing and Residence Life,
40 current Committee members, and other University constituents. Nominations
41 should contain specific justification and will be reviewed by the Coordinator. The
42 Coordinator will forward the names to the President for approval. If nominations
43 are not submitted to the Coordinator by the start of the fall semester, the
44 Coordinator shall, with the approval of the Dean of Student Affairs, make the
45 nominations to the President.
46 A chairperson will be selected for each Committee hearing and will be responsible
47 for managing the proceedings, facilitating deliberations, and submitting the

- 1 findings and sanction recommendations to the Coordinator. The chairperson will
2 always be a faculty or staff member, but not the Coordinator. The quorum for
3 most hearings will consist of, at minimum, two faculty or staff members and three
4 student members or, at maximum, three faculty or staff members and four
5 students. During the fall and spring semesters, a quorum must be obtained for a
6 hearing to be conducted; however, the University reserves the right to proceed
7 with fewer Committee members during vacation periods and summer sessions,
8 provided that at least one member is a student. Quorum requirements may be
9 waived by the accused student in writing prior to or on the date of the hearing.
- 10 d. Student Conduct Administrators: Student Conduct Administrators may be
11 appointed by the Coordinator of Student Conduct or the Dean of Student Affairs
12 to investigate and/or review student conduct cases. Student Conduct
13 Administrators are thoroughly trained and experienced in student conduct
14 administration, supervised by the Coordinator of Student Conduct, and authorized
15 to conduct community standards or administrative hearings and impose
16 sanctions upon students found to have violated the Code.

17 18 **V. Disciplinary Procedures**

- 19
- 20 1. Reporting: Any member of the University community may report violations of the Code
21 or file a complaint with the Dean of Student Affairs, Coordinator of Student Conduct, Housing
22 and Residence Life, or the Office of Public Safety. To initiate the disciplinary process, a
23 written report must be submitted to the Coordinator of Student Conduct, the Office of
24 Housing and Residence Life, Public Safety, or the Office of Student Affairs. The complaint
25 may be in the form of an incident report or a letter and should be submitted as soon as
26 possible after the event takes place, though no statute of limitations exists for Code
27 violations. In cases in which no written reports are available, the Dean of Student Affairs may
28 permit a Student Conduct Administrator or Public Safety official to interview students
29 involved and submit a written report to the Coordinator.
- 30 2. Determination of Review: The Coordinator of Student Conduct, Dean of Student
31 Affairs, or other Student Conduct Administrator will make a determination on how each
32 written complaint will be reviewed based upon the information available in the initial report
33 and any corroborating information provided by other sources.
34 The Coordinator or designee may conduct an investigation prior to initiating disciplinary
35 proceedings to determine if a violation of the Code has occurred or if there is enough
36 information to suggest charges should be filed. In cases involving more than one respondent,
37 the Student Conduct Administrator may charge each person individually and schedule
38 hearings jointly or separately. Five different means are available to resolve an incident:
39 formal mediation, statement of responsibility, community standards hearing, administrative
40 hearing, and Student Conduct Committee hearing.
- 41 a. Formal Mediation: Saint Martin's University community members are
42 encouraged to resolve differences, conflicts, and misunderstandings directly and
43 informally. Some cases, however, require intentional intervention on the part of
44 University officials and/or Student Conduct Administrators. In such instances,
45 interpersonal conflicts will be referred to an unbiased mediator for resolution. Under
46 most circumstances, these mediations will not result in formal conduct findings or
47 sanctions; however, allegations of significant policy violations may be subject to
48 further investigation and/or disciplinary action. In addition, students are expected to
49 comply with recommendations and/or directives provided by the mediator, and

1 failure to do so may warrant a formal conduct hearing. Mediation will not be used to
2 resolve sexual violence complaints.

3 b. Statement of Responsibility: At the discretion of the Coordinator of Student
4 Conduct or designee, some students accused of minor, first-time violations of
5 University or Housing and Residence Life policies may be provided with the
6 opportunity to accept responsibility for their behavior through a statement of
7 responsibility in lieu of a formal conduct hearing. The statement itself will serve as
8 the student conduct sanction, and guidelines will vary depending on the type,
9 complexity, and severity of the alleged violation. The Student Conduct Administrator
10 assigned to the case will be solely responsible for determining if the statement
11 provided is sufficient and may request additional information and/or reflection.
12 Students who choose not to submit a statement of responsibility or who fail to meet
13 the criteria will be scheduled for a formal conduct hearing.

14 c. Community Standards Hearing: Reports of modest, first-time violations of
15 University or Housing and Residence Life policies may be reviewed by an Assistant
16 Director of Housing and Residence Life or other Student Conduct Administrator
17 through a community standards hearing. Community standards hearings are
18 conducted as one-on-one meetings between the student and Student Conduct
19 Administrator in which they review statements and reports and discuss the incident,
20 its impact on the community, and the student's behavior, perspectives, decision-
21 making process, background, and future goals. The hearing officer is solely
22 responsible for determining the student's level of responsibility and issuing
23 appropriate sanctions. Appeals of community standards hearings must be submitted
24 in writing to the Coordinator of Student Conduct as outlined in the corresponding
25 sanction letter. Only one appeal is allowed, and the appeal must be filed within five
26 days of receiving the hearing results.

27 d. Administrative Hearing: In particularly serious, pervasive, or time sensitive
28 cases, the Dean of Student Affairs, Coordinator of Student Conduct, a Student
29 Conduct Administrator, or a combination of the three will conduct an administrative
30 hearing. The President of Saint Martin's University may also appoint an unbiased
31 hearing agent at any time during the disciplinary process to perform the function of a
32 disciplinary review or an appropriate appeal when he or she determines it is in the
33 best interest of justice and efficiency. During an administrative hearing, the
34 administrator or hearing officer(s) involved will hear all sides of the case; review the
35 facts, reports, and witness statements; and determine sanctions in a closed-door
36 session immediately following the hearing. Though not required, all respondents will
37 have an opportunity to make an uninterrupted statement not exceeding 15 minutes
38 to address their behavior, their motivations, the facts of the case, and/or their
39 understanding of the policies related to the case.

40 Under most circumstances, administrative hearings will only involve the respondent
41 and hearing officer(s) who will review and discuss available reports and statements.
42 Witness or complainant participation in administrative hearings may be required by
43 the Coordinator of Student Conduct or requested in writing no less than two business
44 days in advance of the hearing. Complainants and witnesses will be invited to appear
45 only at the discretion of the Coordinator of Student Conduct based upon the need to
46 acquire additional information or clarify existing statements. All such parties must
47 submit a written statement at least 48 hours in advance of a hearing and be willing
48 to respond to appropriate questions presented by the hearing officer(s),
49 respondent(s), or complainant(s), when applicable. Proceedings will not be delayed
50 or rescheduled based upon the availability of a requested witness, and the University
51 reserves the right to provide accommodations to or limit the participation of

1 witnesses and/or complainants who express a reasonable fear for their safety or
2 emotional wellbeing.

3 All reports of sexual misconduct will be adjudicated through an administrative
4 hearing with Student Conduct Administrators who have been specifically trained on
5 an annual basis to respond to such matters and are familiar with trauma-informed
6 interviewing strategies. In all such cases, reporting parties will be afforded with the
7 same rights and opportunities to participate as the respondent, which include, but
8 are not limited to, the opportunity to review the case file, make an uninterrupted
9 statement during the hearing, present questions, request witnesses, and be
10 accompanied by an advisor of their choosing who may assist, but not represent, the
11 individual. Those intending to be accompanied by an attorney must notify the
12 appropriate hearing officer at least 48 hours prior to the meeting, and the University
13 reserves the right to advise the other party of an attorney's involvement, invite its
14 own counsel to observe the proceedings, and schedule an independent meeting with
15 the attorney to discuss the investigation process and the attorney's role in it.
16 Additional information pertaining to procedures related to sexual misconduct is
17 included in the University's Sexual Misconduct policy.

18 Appeals of administrative hearings must be submitted in writing to the next
19 immediate administrative level as outlined in the corresponding sanction letter. Only
20 one appeal is allowed, and the appeal must be filed within five days of receiving the
21 hearing results.

22 e. Student Conduct Committee Hearing: As outlined above, the Coordinator of
23 Student Conduct may refer any serious or pervasive allegation to the Student
24 Conduct Committee for a hearing. The following steps outline the Committee hearing
25 procedure:

26 i. Notice of Hearing: Not less than five days prior to a hearing, the
27 Coordinator will send the respondent a "Notice of Hearing" by e-mail, letter,
28 or both which indicates the charge or charges, details of any pre-hearing
29 meeting requirements, maximum possible consequences, and the hearing's
30 time, date, and location. Once notice is received, individuals involved may not
31 discuss the case with Student Conduct Committee members before or after
32 the hearing. Any lobbying or pressure to influence the outcome of a hearing
33 will be taken into account during the hearing and may result in disciplinary
34 action.

35 ii. Pre-hearing Meetings: Complainants or respondents may request a
36 pre-hearing meeting with the Coordinator of Student Conduct to review
37 reports, clarify charges, or discuss hearing procedures. Pre-hearing meetings
38 may not be used to discuss whether a violation occurred or challenge the
39 need for a hearing.

40 iii. Hearing Composition: Student Conduct Committee hearings are held
41 in private and only the Coordinator, complainant(s), respondent(s), advisor(s),
42 and Committee members will be allowed to remain through the entirety of the
43 proceedings. The presence of any other person, including witnesses, will be
44 at the discretion of the Coordinator of Student Conduct. As outlined in Article
45 IV, quorum must be met or waived to proceed with a hearing, and a
46 chairperson will be selected from the faculty and staff members present. If a
47 conflict of interest exists between a Committee member and the
48 complainant, respondent, group, or event due to factors including, but not
49 limited to, friendship, group membership, a mentoring relationship,
50 employment, instruction, or involvement in the incident, the participants may
51 communicate their concerns to the Coordinator of Student Conduct who will

1 determine if the Committee member should be recused from the hearing
2 before it begins. If a request for recusal is not made within 48 hours of a
3 hearing, quorum requirements must be waived by the requesting party for it
4 to be approved. If respondents, advisors, or witnesses fail to appear at the
5 time specified for a hearing, the hearing may proceed without them, provided
6 no prior arrangement for delay has been confirmed. A student's absence at a
7 scheduled hearing will not be considered as justification for a "relevant
8 information" appeal.

9 iv. Hearing Procedures: All hearing participants are bound to a written
10 statement of confidentiality and each hearing will be recorded by the
11 Coordinator of Student Conduct for the official record. No other audio or
12 video recording is allowed. The hearing will take place as a discussion,
13 spoken in civil and respectful terms, and monitored and controlled by the
14 chair. The Committee chairperson is responsible for the management of the
15 hearing and will review the incident report(s), present the initial facts of the
16 case, and when appropriate, present witnesses for both the respondent and
17 the complainant. When permitted, questions of any person involved in the
18 hearing may be directed to the chairperson who may stop, limit, table,
19 rephrase, or clarify questions at any time. The chair may also disallow
20 inappropriate or irrelevant questions. Witnesses will be dismissed after
21 addressing the Committee, but may be recalled at the chair's discretion.
22 When the witnesses are dismissed, both the respondent and the complainant
23 will have an opportunity to make an uninterrupted closing statement not
24 exceeding 15 minutes. Once everyone has had a reasonable opportunity to
25 present their side of the incident, the chair will conclude the hearing and
26 excuse the participants.

27 3. Student Rights for All Hearings

- 28 a. Participants are entitled to written notice of the charges and hearing details no
29 less than three days prior to a hearing.
- 30 b. Respondents have the right to know the identity of their accuser(s).
- 31 c. Students have the right to reasonable review of the case file prior to a hearing.
- 32 d. The respondent is entitled to notification of the outcome of the hearing and an
33 explanation of the appeal procedure within ten business days; however, the
34 University may, with reasonable cause and adequate notice to all parties, delay
35 notification to gather additional information and ensure a fair, comprehensive, and
36 conscientious review of the incident.
- 37 e. Both complainants and respondents may submit one appeal to a University
38 administrator.
- 39 f. Reasonable concerns for personal safety, well-being, and/or fears of confrontation
40 or retaliation may be accommodated during a hearing by providing separate
41 facilities, using a visual screen, and/or by permitting participation by telephone,
42 video conferencing, written statement, or other means as deemed appropriate by
43 the Coordinator of Student Conduct.

44 4. Additional Rights for Conduct Committee Hearings

- 45 a. Participants are entitled to written notice of the charges and hearing details no
46 less than five days prior to a hearing unless the right to five days' notice is waived
47 in writing.
- 48 b. Respondents and complainants may be accompanied to the hearing by an advisor
49 of the student's choosing who may assist, but not represent, the student. The
50 advisor must be available for the hearing, as delays will not normally be allowed
51 due to the scheduling of an advisor. The advisor may not address any other

- 1 participant or actively contribute to the proceedings. If the advisor is an officer of
2 the court, the student must notify the appropriate hearing officer at least 48 hours
3 prior to the meeting, and the University reserves the right to advise the other party
4 of an attorney's involvement, invite its own counsel to observe the proceedings,
5 and schedule an independent meeting with the attorney to discuss the
6 investigation process and the attorney's role in it.
- 7 c. Respondents and complainants may make an uninterrupted statement not
8 exceeding 15 minutes, present information on their behalf, and request witnesses.
- 9 d. Respondents and complainants may suggest questions of each other and/or all
10 persons who are called as witnesses to the Committee chair or hearing officer(s).
11 Students may not cross-examine or question each other directly without the
12 express permission of the chair or hearing officer(s).
- 13 5. Determination of Responsibility: In a closed session immediately following the hearing (if
14 possible) the Student Conduct Administrator or Student Conduct Committee will consider
15 and/or discuss the issues involved, review the statements and reports, and determine
16 whether or not each student or student group has violated the Code. The determination
17 will be made by a majority vote on the basis of a whether it was more likely than not that a
18 violation occurred (the "preponderance of evidence" standard). If a violation occurred, the
19 hearing officer or Committee will decide who was responsible for it and what sanctions are
20 appropriate to the violation(s) and most beneficial to the student and the community.
21 When sanctions are imposed, attention will be paid to the previous disciplinary record of
22 the accused.
- 23 6. Sanctions: The following list of sanctions does not imply degree, severity, or
24 appropriateness of any sanction to any specific violation. Nothing in this section precludes
25 assigning multiple sanctions or imposing any other sanction that may be in the best
26 interest of the student or community. The sanctions that may be assigned include, but are
27 not limited to:
- 28 a. Warning: The student or group is given verbal or written warning that his/her/their
29 acts violate specified University regulations or policies and are advised that further
30 violations may result in the imposition of more severe sanctions.
- 31 b. Loss of Privileges: The student, group, club, or organization is denied specific
32 privileges normally associated with student status. Such privileges include, but are
33 not limited to, permission to host guests on campus, participation in University
34 activities, University employment, access to University-owned residence halls, and
35 use of University funds, facilities, or services.
- 36 c. Community Service: The student group, club, or organization is required to perform
37 a designated number of hours of labor in the service of the University or local
38 community.
- 39 d. Restitution: The student or group is required to replace, restore, or pay for
40 damaged, stolen, or misappropriated property.
- 41 e. Parental Notification: In cases involving the inappropriate use or possession of
42 alcohol or illicit drugs, the University may notify the parent(s) or legal guardian(s) of
43 students under the age of 21 by phone, mail, or any other means as permitted by
44 the 1998 revision of the Family Educational Rights and Privacy Act. Parental
45 notification is typically reserved for drug related offenses and serious or repeated
46 violations of the University's alcohol policy; however, the University reserves the
47 right to advise guardians of any drug and/or alcohol use that requires medical
48 attention or presents a foreseeable risk of harm to oneself or others.
- 49 f. Fines: The student group, club, or organization is required to pay previously
50 established and published fines. The fine may be charged to the student's account

- 1 or the student may be required to pay in person in the Office of Housing and
2 Residence Life.
- 3 g. Discretionary Sanctions: A hearing body may impose creative or educational
4 sanctions that are appropriate to the violation and designed to be informative
5 rather than punitive. Examples of discretionary sanctions include, but are not
6 limited to, research and reflection papers, program or class attendance, passive
7 programming, staff and faculty interviews, and required readings.
- 8 h. Substance Abuse or Mental Health Assessment: The student may be required to
9 complete a substance abuse or mental health assessment through a qualified
10 agency at his/her own expense. The student is responsible for providing
11 documentation of completion and must submit any recommendations from the
12 provider to the Coordinator of Student Conduct.
- 13 Adherence to these recommendations may be mandated by the Coordinator of
14 Student Conduct, and failure to comply with this requirement may result in further
15 judicial action.
- 16 i. Conduct Hold: A student's account may be put on hold at the discretion of the
17 Coordinator of Student Conduct should that student fail to comply with sanctions
18 imposed by any hearing body. A conduct hold may preclude a student from
19 accessing his/her student records, registering for classes, acquiring transcripts, or
20 gaining readmission to the University. Students may appeal in writing to the
21 Coordinator of Student Conduct or Dean of Student Affairs for the conduct hold to
22 be temporarily or permanently lifted, and the request must include convincing
23 justification for why the student remains out of compliance.
- 24 j. Persona-Non-Grata: Persona-Non-Grata means a person is not welcome. When
25 issued, the individual is prohibited from visiting or entering any University building
26 or area for which the student has been declared persona-non-grata. This sanction
27 will be imposed for a specified period of time. Violations of a Persona-Non-Grata
28 order can, in some cases, result in an arrest for criminal trespass.
- 29 k. Disciplinary Probation: The student, group, club, or organization is placed on
30 probation with or without loss of designated privileges. Specific activities may be
31 required or additional sanctions completed prior to removal from probation.
32 Probation is imposed for a specified period of time during which a student, group,
33 club, or organization may be restricted from activities or programs.
- 34 l. Negative Notation on Transcript: An entry of the fact of a disciplinary sanction is
35 made on the student's permanent record, either permanently or for a specified
36 period of time.
- 37 i. If temporary, the notation will be removed after the expiration of the
38 time period upon written request of the student. This sanction will normally
39 be used only in cases of academic dishonesty or when a student has been
40 suspended or expelled.
- 41 m. Suspension: When a suspension is issued, the student is excluded from the
42 University for a specified period of time, during which he or she may not enjoy
43 academic privileges, participate in any University-recognized function, or be
44 allowed to reside in any residence hall. If this is a group sanction, the group is not
45 allowed to function as a recognized club or organization for a specified period of
46 time.
- 47 n. Expulsion: When an expulsion is issued, the student is permanently excluded from
48 the University and may not enjoy academic privileges, participate in any University-
49 recognized function, or be allowed to reside in any University residence hall.
- 50 o. Degree Revocation: The University retains the right to revoke a degree if a former
51 student is found guilty of academic dishonesty in courses taken leading to the

- 1 degree or in any way altering without authorization, or causing the un-
2 authorization, or causing the unauthorized altering, of his or her academic record.
- 3 p. Deferred Sanction: The execution of any sanction authorized under this code may
4 be deferred. When deferring a sanction, the length of the deferment period will be
5 specified. Subsequent violations of the Code may terminate the deferment and
6 result in the automatic imposition of the original sanction. In the absence of such a
7 violation, the original sanction shall be deemed complete at the end of the
8 deferment period.
- 9 7. Interim Emergency Suspension: In certain circumstances, the Dean of Student Affairs or a
10 designee may impose a University or residence hall interim emergency suspension prior to
11 a conduct hearing. Interim emergency suspension may be imposed to ensure the safety
12 and well-being of the University community and the student under the following conditions:
- 13 a. Health and Safety Emergencies: When evidence is received from a physician,
14 psychiatrist, or qualified counselor indicating a student has a serious medical or
15 mental health condition posing an imminent risk of substantial harm to members
16 of the University community or the educational process of the institution, the Dean
17 of Student Affairs will review the evidence and may suspend the student
18 immediately, pending a hearing. The student may be required to submit to
19 psychological or physical assessment and to authorize release of results of the
20 assessment to the Dean of Student Affairs or other appropriate University officials
21 to be reenrolled at the University.
- 22 b. Threatening or Disruptive Behavior: The Dean of Student Affairs or designee can
23 invoke an interim emergency suspension when it is deemed necessary for the
24 protection of the University community. If a student poses an ongoing threat of
25 disruption of or interference with the normal operations of the University, an
26 interim suspension may be imposed. In such instances, the student normally will
27 be entitled to a hearing within ten business days of the suspension. Only when it is
28 neither possible to schedule necessary witnesses nor obtain information
29 significant to the case will the hearing be held more than ten business days after
30 the emergency suspension. Hearings can be held over the telephone or by other
31 means at the discretion of the Dean of Student Affairs or designee.
- 32 c. The procedures for invoking interim emergency suspension will be applied in a
33 nondiscriminatory manner. Determinations regarding a need for emergency
34 suspension must be based on observations of a student's conduct, actions, and
35 statements, and not merely on knowledge or belief that a student is an individual
36 with a disability. Where reasonably possible the Dean of Student Affairs or
37 designee will provide the student with an opportunity to present information about
38 his or her circumstances and actions prior to implementing the suspension.
- 39 8. Appeals Process: Students may appeal decisions reached at hearings, but only one appeal
40 is permitted. Decisions reached in community standards hearings may be appealed to the
41 Coordinator of Student Conduct, and all other cases may be appealed to the Dean of
42 Student Affairs. The following rules govern appeals:
- 43 a. A conduct decision may be appealed by the respondent, the complainant, or the
44 University.
- 45 b. The appeal must be submitted in writing within five days of receiving the hearing
46 results.
- 47 c. In cases alleging sexual misconduct, both the complainant and respondent have
48 the right to appeal the result of the disciplinary proceedings and the other party
49 will be notified of the appeal. Both the complainant and respondent will
50 simultaneously receive the results of any appeal arising from an allegation of
51 dating violence, domestic violence, sexual assault, or stalking in writing within ten

- 1 days of the appellate body's receipt of the appeal, including any change to the
 2 initial findings.
- 3 d. The appeal must include specific justification. The only justifications for appeal of
 4 a hearing are:
- 5 i. Failure on the part of the hearing officer or body to consider relevant
 6 information; ii. Significant procedural error on the part of the Coordinator of
 7 Student Conduct, hearing officer, or chair of the Student Conduct Committee;
 8 iii. The severity of the sanctions imposed is disproportionate to the violation
 9 for which a student was found responsible.
- 10 e. The appeal must be decided on the record. It is the responsibility of the Dean of
 11 Student Affairs to obtain a complete and accurate record from the Coordinator of
 12 Student Conduct. If a student wishes to meet with the appellate officer, this
 13 request and the reason for it must be thoroughly explained in the appeal and
 14 submitted in advance of any meeting. The request must specify what the meeting
 15 would address or clarify that a written appeal could not. In sexual misconduct
 16 cases, if the appealing student is granted a meeting with the appellate officer, the
 17 same opportunity will be afforded to the other individual(s) involved.
- 18 f. The Dean of Student Affairs or Coordinator of Student Conduct may, but is not
 19 required to, suspend all sanctions until the appeal's consideration is complete.
- 20 g. If new information is discovered that is significant enough to alter the original
 21 decision, the person hearing the appeal may return the case to the Coordinator of
 22 Student Conduct and/or the Student Conduct Committee for a supplemental
 23 hearing on the new evidence.
- 24 h. The appellate officer may overturn the original decision, return the case to the
 25 Coordinator and/or Committee to re-open the hearing, or amend the original
 26 sanctions imposed.
- 27 9. Record Keeping and Confidentiality: Student conduct files, including incident reports,
 28 witness statements, hearing notices, outcome letters, and sanction information, will be
 29 retained by the Coordinator of Student Conduct for seven years unless a student is
 30 suspended or expelled, in which case the files will be kept indefinitely. Student conduct
 31 files and findings are considered part of the student's education record, and as such, may
 32 be made available for review by the student upon written request, but no physical
 33 documents will be released to any student, parent, guardian, or any other party. Likewise,
 34 student conduct records may not be disclosed to outside agencies or institutions without
 35 the student's written consent, unless permitted by FERPA, the Student Right-to Know and
 36 Campus Security Act, or the Clery Act.
- 37 In cases involving sexual assault, sexual harassment, dating and/or domestic violence, and/or
 38 stalking, reporting parties will be informed of all hearing outcomes, sanctions, and appeals
 39 associated with the student conduct process, and have the right to appeal such decisions consistent
 40 with the provisions of the Code.
- 41

42 University Policy Statements

43

44 I. Campus Security Act Information

45 Saint Martin's University is required to publish and distribute an annual report of campus crime
 46 statistics and security policies to all current students and employees in compliance with the federal
 47 Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. This information
 48 is tabulated and published in the Annual Security Report, found on the Office of Public Safety
 49 webpage. The report includes incidents occurring on the Saint Martin's campus and on extended

1 learning campuses of Clery Act offenses reported for the past three years. It covers homicide, sexual
 2 offenses, robbery, aggravated assault, burglary, motor vehicle theft, manslaughter, arson, liquor,
 3 drug, and illegal weapons violations, and hate crimes.

4 The statistics also are subdivided by geographic location. Included in the report is information on
 5 policy statements and program descriptions pertaining to campus security and specifically to sexual
 6 misconduct, emergency evacuation and notification procedures, access and security of facilities,
 7 alcohol and other drugs, and disciplinary procedures. A printed copy of the report is available upon
 8 request at the Office of Campus Safety and Security, Old Main 251, (360) 438-4555.

9

10 II. Family Educational Rights and Privacy Act (FERPA) & Solomon 11 Amendment

12 Saint Martin's University is in compliance with the federal Family Educational Rights and Privacy Act
 13 (FERPA) of 1974. The University guarantees each student the right to inspect and review his or her
 14 personal educational records. For more information, visit [http://www2.ed.gov/policy/gen/guid/fpco/
 15 ferpa/index.html](http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html).

16 Notification of Rights Under Family Educational Rights and Privacy Act for Postsecondary 17 Institutions

18 The Family Educational Rights and Privacy Act (FERPA) provides students certain rights with respect
 19 to their Saint Martin's University records. These rights include:

20 1. *The right to inspect and review his or her education records within 45 days of the day the*
 21 *University receives a written request for access.* The request to inspect records should specify items
 22 for review and should be submitted to the Registrar, Dean, Department Chair, or other appropriate
 23 official. The University official will make arrangements for access and notify the student of the time
 24 and place where the records can be inspected. If the records are not maintained by the University
 25 official to whom the request was submitted, that official shall advise the student of the correct
 26 official to whom the request should be addressed.

27 2. *The right to request amendment to education records the student believes to be inaccurate.*
 28 If the University decides not to amend the record as requested by the student, the University will
 29 notify the student of the decision and advise the student of his or her right to a hearing regarding the
 30 request for amendment. Additional information regarding hearing procedures will be provided to the
 31 student when notified of their right to a hearing.

32 3. *The right to consent to disclosures of personally identifiable information contained in the*
 33 *student's education records, except to the extent that FERPA authorizes disclosure without consent.*
 34 Student educational records can be disclosed without prior consent to school officials with legitimate
 35 educational interests. A school official is a person employed by the University in an administrative,
 36 supervisory, academic or research role or a support staff position (including law enforcement unit
 37 personnel and health staff members); a person or company with whom the University has contracted
 38 (such as an attorney, auditor or collection agent); a person serving on the University's board of
 39 trustees; or a student serving on an official committee such as a disciplinary or grievance committee
 40 or a student who is assisting another school official in performing his or her tasks. A school official
 41 has a legitimate educational interest if the official needs to review an education record in order to
 42 fulfill his or her professional responsibility.

43 Students have the right to file a complaint with the U.S. Department of Education concerning alleged
 44 failures by Saint Martin's University to comply with the requirements of FERPA. The name and

1 address of the office that administers FERPA is: Family Policy Compliance Office, U.S. Department of
2 Education, 400 Maryland Avenue SW, Washington, D.C., 20202-4605.

3 In compliance with FERPA regulations, Saint Martin's University has identified certain pieces of
4 student information as directory information. Directory information and records requested under the
5 Solomon Amendment (more information will be found below) may be released to third-parties
6 without student consent. SMU defines directory information as the following:

7 Dates of Attendance

8 Major

9 Degree or Certificate Received

10 Degree Conferral Date

11 Any request for information beyond directory information will require a signed release from the
12 student. Students have the right to restrict disclosure/release of directory information to third-
13 parties. Please contact the Office of the Registrar for additional information.

14 Solomon Amendment is a federal law that allows military recruiters to access some address,
15 biographical and academic program information on students age 17 and older.

16 The Department of Education has determined the Solomon Amendment supersedes most elements
17 of FERPA. An institution is therefore obligated to release data included in the list of "student
18 recruiting information," which goes beyond SMU's directory information. However, if the student has
19 submitted a request to the Office of the Registrar to restrict the release of his/her Directory
20 Information, then no information from the student's education record will be released under the
21 Solomon Amendment.

22 Student Recruitment Information included in the Solomon Amendment is listed below.

23 1. Name

24 2. Address (home and mailing)

25 3. Telephone (home and mailing)

26 4. Age

27 5. Place of birth

28 6. Level of education

29 7. Academic major

30 8. Degrees received

31 Procedure for releasing information to military recruiter:

32 1. Under the Solomon amendment, information will be released for military recruitment purposes
33 only. The military recruiters may request student recruitment information once each term or
34 semester for each of the 12 eligible units within the five branches of the service:

35 1. Army: Army, Army Reserve, Army National Guard

36 2. Navy: Navy, Navy Reserve

37 3. Marine Corps: Marine Corps, Marine Corps Reserve

38 4. Air Force: Air Force, Air Force Reserve, Air Force National Guard

39 5. Coast Guard: Coast Guard, Coast Guard Reserve

- 1 2. The request should be submitted in writing on letterhead clearly identifying the unit of service
- 2 requesting the student recruitment information.
- 3 3. The request should specify whether the information needed is for the current or previous
- 4 semester.

5 **III. Good Samaritan Amnesty Policy**

6
7 At Saint Martin's University, student health and safety are fundamental to our community. Whenever
8 there is concern for another student or belief that assistance is needed, students are expected to
9 contact their RA, RD, Public Safety, or any responsible University employee. In the case of a medical
10 emergency, students should immediately call 911. In the event that someone's health and safety is
11 in jeopardy, students' actions to protect the life or wellbeing of a peer or themselves by calling for
12 medical attention may be subject to amnesty under the Good Samaritan Policy at the discretion of
13 the Coordinator of Student Conduct or designee.

14 Under this policy, students who seek medical assistance for themselves or for an individual who is
15 intoxicated or experiencing an alcohol or drug related emergency will not be subject to University
16 disciplinary action for conduct involved in the current incident that would otherwise violate the
17 University Alcohol and Drug policy. This Good Samaritan policy does not preclude other appropriate
18 authorities (such as law enforcement) from taking action for violations which may be associated with
19 the illegal possession or consumption of alcoholic beverages or illicit substances, nor does it
20 preclude the University from taking action for related violations associated with vandalism, theft,
21 physical assault, sexual assault, or other policies. The Good Samaritan Amnesty Policy applies only to
22 students who are actively seeking assistance in good faith and does not apply to all individuals
23 involved in the incident or the activities that preceded it. Community members who abuse this policy
24 or demonstrate a repeated pattern of behavior after appropriate intervention and education have
25 been provided may not be considered under this policy.

26 When an incident covered under the Good Samaritan Policy occurs, the student(s) involved will be
27 required to meet with a University official to review the matter. While no formal disciplinary sanction
28 will be applied, an appropriate educational response may be. Failure to complete the educational
29 requirements may result in a referral to the University Conduct Coordinator.

30

31 **IV. Saint Martin's University Acceptable Use Policy**

32 Saint Martin's University provides numerous resources for the University's community to support its
33 educational mission. The use of these resources must be consistent with the goals of the University.
34 As a member of the Saint Martin's University community, all users are expected to act responsibly
35 and follow all applicable laws, guidelines, policies, and procedures when utilizing campus property
36 and resources.

37 The University's Acceptable Use Policy includes the following guidelines that apply to all university
38 community members and guests, including members of the Abbey, faculty, students, and staff:

- 39 1. Using another's name or account, making a password or access code available to others, or
- 40 otherwise evading or disabling security restrictions is grounds for immediate disciplinary
- 41 action.
- 42 2. Hardware changes, software installations, and system modification is to be done by
- 43 authorized personnel only. Such restrictions are designed to ensure integrity and readiness
- 44 of use.

- 1 3. Obtaining and distributing illegally shared content using peer-to-peer file sharing is
2 prohibited. The University is obligated by federal law to vigorously pursue copyright
3 infringement claims.
- 4 4. Certain personal devices and device behaviors interfere with the University's network. For the
5 sake of fairness, broadcasting devices such as wireless hotspots, routers, and other
6 networking
7 equipment must remain unplugged and turned off at all times. Devices with wireless sharing
8 capabilities must have those features disabled. Such devices include: wireless printers,
9 smart televisions, phone hotspots, and streaming devices such as Roku and Chromecast.
10 Devices that do not comply are monitored, located, and addressed by ITS for the sake of the
11 University.
- 12 5. Posting or transmitting abusive, explicit, or unwanted material is unacceptable. Targeting a
13 person, group, or organization to cause distress, injury, unwanted attention, or discomfort is
14 harassment, and will not be tolerated.
- 15 6. Distribution of improper advertising, soliciting, chain letters, hoax emails, and pyramid
16 schemes will not be tolerated except when permitted by non-conflicting law in designated
17 areas.
- 18 Issues concerning these guidelines, allegations of harassment, or misuse of resources should be
19 brought to the attention of Integrated Technology Service or the Office of Human Resources as soon
20 as possible. ITS is
21 located on the main level of the O'Grady Library, and can be reached at 360-688-2222 or
22 Help@stmartin.edu.

23

24 **V. Saint Martin's University Alcohol and Drug Policy Overview**

25

26 The complete Alcohol and Drug Policy is included as [Appendix B](#) of the Student Handbook and can
27 also be located on the Office of Public Safety webpage. The following consists of an overview of the
28 Alcohol and Drug policy.

29 In compliance with the Drug-Free Schools and Communities Act, all students and employees of Saint
30 Martin's University are expected to observe the following minimum standards of conduct relating to
31 the use of alcohol and illicit drugs.

32 1. Alcohol

33 a. Possession, consumption, possession by means of consumption (if under the age
34 of 21), and the manufacture, sale or distribution of alcoholic beverages, EXCEPT AS
35 EXPRESSLY ALLOWED by this policy, is prohibited in or around University premises or
36 in connection with any University activity. Exceptions may be made if the following
37 conditions are met for a specific event:

38 i. Approval for the event is obtained in writing from the Director of Campus
39 Life and the Dean of Student Affairs. ii. The event is not held in or near the
40 residence halls.

41 iii. Those consuming alcohol are 21 years of age or older. Community
42 members participating in SMU-sponsored study abroad programs are

1 expected to respect the drinking laws of their host country while upholding
2 the university policy.

3 iv. An appropriate liquor license obtained from the Washington State Liquor
4 Control Board and publically displayed at the event.

5 v. A bartender licensed by the State of Washington serves the alcohol.

6 b. Possession of open or empty alcohol containers, remaining in a location
7 where alcohol is present, assisting someone else in concealing the product or the
8 product's effect on an individual, or any other violation of University policy due to
9 alcohol consumption, also constitutes a violation of this policy.

10 c. The use of alcohol on University premises or as part of its activities must
11 otherwise conform to all applicable state laws and to University requirements and
12 procedures.

13

14 2. Drugs

15 a. Possession, use, manufacture, sale, or distribution of marijuana (including
16 medicinal marijuana), illicit narcotics, or other controlled substances and the
17 improper possession, use, manufacture, sale, or distribution of prescription
18 pharmaceuticals is prohibited in or around University premises or in connection with
19 any University activity.

20 b. Remaining in a location where illicit drugs are present or being used,
21 assisting someone else in concealing the product or its effect on an individual, or any
22 other violation of University policy due to drug use also constitutes a violation of this
23 policy.

24 c. Possession, manufacture, use, distribution or sale of drug paraphernalia is
25 prohibited in or around University premises or in connection with any University
26 activity.

27 3. Sanctions

28 The University will impose disciplinary sanctions on students, faculty, and staff for violations
29 of this Alcohol and Drug Policy. Sanctions will be imposed in accordance with the procedures
30 of the Student Handbook, Code of Student Conduct, or Faculty/Staff Handbook as
31 appropriate.

32 The following list of student sanctions does not imply degree, severity, or appropriateness of
33 any sanction to any specific violation. Nothing in this section precludes assigning multiple
34 sanctions or imposing any other sanction that may be in the best interest of the student or
35 community. In cases involving drugs and/or alcohol, the sanctions that may be assigned
36 include, but are not limited to:

37 a. Electronic Check-Up (formerly E-Chug): E-Check-Up is an online self-
38 assessment tool designed to provide information related to student risk patterns,
39 tolerance levels, family risk factors, harm reduction strategies, and resources at
40 Saint Martin's University and in the outside community.

41 b. Alcohol Education Program: Offered through the Counseling and Wellness
42 Center. The three-hour class is developed and taught by the University's Substance
43 Abuse Prevention Coordinator. Students referred to this program are required to
44 complete it at their own expense (\$25), and those who fail to do so may be assessed

1 a \$75 disciplinary fine, will be required to attend a rescheduled class, and may face
2 further judicial action. The alcohol education program is typically required for modest
3 first time alcohol offenses, but the University reserves the discretion to impose
4 alternate or additional sanctions for first time offenses if circumstances warrant such
5 sanctions.

6 c. Parental Notification: Violations of the University drug policy or alcohol policy
7 may also result in the University notifying the parent(s) or legal guardian(s) of
8 students under the age of 21 by phone, mail, or any other means as permitted by the
9 1998 revision of the Family Educational Rights and Privacy Act. Parental notification
10 is typically reserved for drug-related offenses and serious or repeated violations of
11 the University's alcohol policy; however, the University reserves the right to advise
12 guardians of any drug and/or alcohol use requiring medical attention or presents a
13 foreseeable risk of harm to oneself or others.

14 d. Discretionary Sanctions: A hearing body may impose creative or educational
15 sanctions appropriate to the violation and designed to be informative rather than
16 punitive. Examples of discretionary sanctions include, but are not limited to,
17 research and reflection papers, program or class attendance, passive programming,
18 staff and faculty interviews, and required reading.

19 e. Substance Abuse or Mental Health Assessment: The student may be required
20 to complete a substance abuse or mental health assessment through a qualified
21 agency at his/her own expense. The student is responsible for providing
22 documentation of completion and must submit any recommendations from the
23 provider to the Coordinator of Student Conduct.
24 Adherence to these recommendations may be mandated by the Coordinator of
25 Student Conduct, and failure to comply with this requirement may result in further
26 judicial action.

27 f. Conduct Hold: A student's account may be put on hold at the discretion of the
28 Coordinator of Student Conduct should the student fail to comply with sanctions
29 imposed by any hearing body. A conduct hold may preclude a student from accessing
30 his/her student records, registering for classes, acquiring transcripts, or gaining
31 readmission to the University. Students may appeal in writing to the Coordinator of
32 Student Conduct or Dean of Student Affairs for the hold to be temporarily or
33 permanently lifted, and the request must include convincing justification for why the
34 student remains out of compliance.

35 g. Disciplinary Probation: In most substance abuse cases, the student is placed
36 on probation with or without loss of designated privileges for a minimum of one
37 semester. Specific activities may be required or additional sanctions completed prior
38 to removal from probation. Probation is imposed for a specific period of time during
39 which a student may be restricted from some activities or programs.

40 h. Persona Non Grata, Suspension, and Expulsion: When other sanctions are
41 deemed insufficient or ineffective, a student may be made persona non grata
42 (trespassed) from University facilities and/or activities or face separation from the
43 institution through suspension or expulsion. In such cases, students may be
44 required to complete additional sanctions and/or demonstrate significant behavioral
45 and/or attitudinal changes before being considered for readmission to the University.

46

VI. Saint Martin's University Anti-Harassment and Non-Discrimination Policy Overview

The complete Anti-Harassment and Non-Discrimination Policy is included as [Appendix A](#) of the Student Handbook and can also be located on the Office of Human Resources webpage. The following consists of an overview of the Anti-Harassment and Non-Discrimination policy.

The community of Saint Martin's University is characterized by mutual trust and the University affirms the principle that its students, faculty, staff, monastic members and administrators should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the Catholic Benedictine tradition. Through enforcement of this policy and by education, the University will seek to prevent and eliminate these forms of prohibited behavior.

Under the University's Anti-Harassment and Non-Discrimination policy, all faculty, staff, and students are prohibited from harassing, discriminating, or retaliating against any member of the Saint Martin's community. All employees, regardless of their position, and students are covered by and are expected to comply with this policy, and to take appropriate measures to ensure prohibited conduct does not occur. Appropriate corrective or disciplinary action will be taken against those who violate this policy. Disciplinary action may include verbal or written reprimand, suspension or termination of employment, or sanctions imposed through the Code of Student Conduct.

This policy covers discrimination, harassment, and retaliation as described below.

A. Discrimination

Discrimination prohibited by the Anti-Harassment and Non-Discrimination Policy includes differential treatment of or denial of a benefit to an individual in education or employment because of his/her protected status (i.e. race, ethnicity, color, national origin, sex, marital or family status, sexual orientation, gender identity or expression, age, religion, creed, disability, veteran status) or any other basis prohibited by federal, state, or local law. For examples of prohibited discrimination, please see [Appendix A](#) of the Student Handbook.

B. Harassment

Harassment prohibited by this policy is unwelcome verbal, nonverbal (such as whistling), visual, or physical conduct based upon protected status where enduring the offensive conduct becomes a condition of continued education or employment or the conduct is so severe, persistent, and pervasive that it interferes with or limits a student, faculty or staff member's ability to participate in or benefit from the University's educational and/or employment opportunities, programs or activities. Discriminatory harassment includes sexual harassment. Harassment may constitute discrimination in violation of Saint Martin's University policy, state and/or federal law.

Prohibited harassing conduct may include, but is not limited to:

- Verbal threats, offensive jokes, epithets, derogatory comments, name-calling, ridicule or mockery, insults, put-downs, or slurs;
- Gratuitous visual displays such as derogatory and offensive posters, photographs, cartoons, drawings, or gestures;
- Unwanted physical contact or conduct such as touching, intimidation, or blocking normal movement;
- Physical assaults or threats;
- Stalking or physically assaulting someone;

- 1 • Retaliatory actions against an individual who reports harassment or threatens to report
2 harassment. C. Retaliation

3 Retaliation means any adverse treatment (beyond a slight or annoyance) taken because a person
4 engaged in protected activity (e.g. opposing discriminatory practices, filing a discrimination or
5 discriminatory harassment complaint, or participating in an investigation, conduct hearing or an
6 attempt at resolution, etc.) or for the purpose of interfering with right or privilege granted under anti-
7 discrimination laws.

8 Reporting an Incident

9 If an employee or student believes they have been a victim of any form of discrimination,
10 harassment, or retaliation in the University community or has knowledge of an allegation, the
11 employee or student is to report the incident (or knowledge of it) in writing to the University's chief
12 EEO officer, the Associate Vice President of Human Resources and Title IX Coordinator. They may
13 also make a report to their immediate supervisor, one of the responsible officials (RO) listed below or
14 any University administrator, who will be responsible for forwarding the complaint to appropriate RO:

15

Associate Vice President of Human Resources
& Title IX Coordinator
360-688-2290, cjohnson@stmartin.edu

Dean of Student Affairs
360-438-4367, mrichardson@stmartin.edu

Provost/Vice President Academic Affairs
360-438-4310, KBoyle@stmartin.edu

Director of Public Safety
360-486-8876, WStakelin@stmartin.edu

16

17 All reports describing conduct inconsistent with this Anti-Harassment and Non-Discrimination
18 Policy will be promptly and thoroughly investigated. For more information about reporting an
19 incident of prohibited conduct, please see the Anti-Harassment and Non-Discrimination Policy
20 included as [Appendix A](#) in the Student Handbook.

21 **VII. Leave of Absence**

22 Leave of absence are types of withdrawals granted to students on the basis of extenuating personal
23 circumstances.

24 **VIII. Emergency, Military, or Family Care Leave**

25 Saint Martin's University students are expected to manage their academic schedules and withdraw
26 from any courses they are unable to complete by the deadlines provided in the normal academic
27 schedule. The University will, however, consider requests for an emergency, military, or family care
28 leaves of absence from a student who experiences an urgent personal situation. Examples of such
29 situations include, a death or serious illness in the immediate family, orders to deploy, or other
30 serious and unexpected circumstances, which requires the student to withdraw from all courses
31 after the regular academic deadline for withdrawal. Documentation of the serious nature of the
32 emergency must be provided to the Office of the Registrar.

33 When this type of leave is granted, the course grade awarded is normally a W (withdrawn) in all
34 courses unless the student initiates and receives appropriate approval for an incomplete (I) grade in
35 any course. If the student is granted an incomplete (I) grade, he or she must complete the
36 requirements of the courses according to the guidelines specified by the instructor and policy
37 outlined in the academic catalog. Leave of Absence Forms can be found in the "forms" section on
38 the [Office of the Registrar's webpage](#).

IX. Voluntary Medical Leave

Saint Martin's University will consider requests for a voluntary medical leave of absence from a student experiencing a physical or mental health-related condition which impairs his or her ability to function safely or successfully as a student and requires the student's withdrawal during a semester or an absence of one or more semesters from the University. Voluntary medical leaves of absence are coordinated through the Dean of Students. Students granted medical leaves of absence are expected to use the time away from the University for treatment and recovery.

Requests for voluntary medical leave for the current semester must be submitted no later than the last day of classes as published in the academic calendar. Students with significant health issues that arise during the final exam period should contact their academic dean's office, and may also wish to apply for a medical leave for the following semester. Documentation of the serious nature of the health condition must be provided by a certified medical or mental health professional. Requests for leave are considered by the Dean of Students or designee, who may meet with the student and consult with the Counseling and Wellness Center and other relevant professionals and/or campus administrators as appropriate, before recommending or approving the leave.

When a voluntary medical leave of absence is granted, the course grade awarded is normally a W (withdrawn) in all courses unless the student initiates and receives appropriate approval for an incomplete (I) grade in any course. If the student is granted an incomplete (I) grade, he or she must complete the requirements of the courses according to the guidelines specified by the instructor and policy outlined in the academic catalog.

Students must move out of residence within seven days of approval of the medical leave of absence. Students are not eligible to participate in student employment effective the date of approval of the medical leave of absence and for the duration of their medical leave.

Voluntary medical leaves do not constitute an adjustment in charges. It is designed to preserve the academic record. Extenuating circumstances may allow for an adjustment provided sufficient documentation is provided.

Students must contact the Dean of Students to request a return from a voluntary medical leave of absence. This contact should be made with sufficient notice to complete the application and approval process before the beginning of the semester in which the student wishes to return. The Dean of Students or designee considers the approval of return from leave, and may consult with the Counseling and Wellness Center, other relevant professionals and/or campus administrators, before recommending or approving the leave. The student must receive approval to return from leave before registering for courses or applying for on-campus residence for the semester.

The request to return must include supporting documentation from the student's treating medical or mental health professional, providing evidence that the health condition has been addressed and that the student is capable of resuming study and functioning safely as a member of the University community. Depending on the individual circumstances of the voluntary medical leave, the student may be asked to provide additional documentation concerning the nature and duration of treatment, recommendations for ongoing care once the student has returned from leave, or to provide releases to the Counseling and Wellness Center to allow communication with treatment providers, the Dean of Students, and/or the Behavioral Intervention Team, regarding the student's safe return to campus.

Depending upon the individual circumstances of the medical leave, the student may also be asked to provide a brief statement describing:

- The student's experience away from the University, including the activities undertaken while on leave;

- 1 • The student's current understanding of the factors leading to the need for the leave, and the
- 2 insights the student has gained from treatment and time away; and
- 3 • How the student plans to ensure a successful return to the University.

4 If the return from voluntary medical leave is approved, the Dean of Students will contact the student
5 to request a check-in visit to review the student's safety and review their plan for sustained health,
6 including recommendations for ongoing treatment, on or off-campus. Students with disabilities may
7 be eligible for reasonable accommodations and/or special services in accordance with the
8 Rehabilitation Act of 1973 and the Americans with Disabilities Act. Students are responsible for
9 communicating their requests for academic accommodation to Disability Support Services.

10 If the Dean of Students determines, after considering the student's request and supporting
11 documentation, that the student is not ready to return to the University, the student will be advised
12 of that decision in writing. The written response to the student will also include recommendations to
13 enhance the student's chance of approval the next time the student's request is considered. Leave
14 of Absence Forms can be found in the "forms" section on the [Office of the Registrar's webpage](#).

15 X. Involuntary Medical Leave of Absence

16 In appropriate circumstances, Saint Martin's University may take extraordinary actions to protect
17 personal or community safety.

18

19 Threats to Self or Others

20 In the event that the University is presented with a credible report that a student has: (a) threatened
21 or attempted suicide; (b) engaged in efforts to prepare to commit suicide; (c) expressed a
22 preoccupation with suicide; (d) threatened to inflict serious harm upon another; (e) engaged in
23 efforts to obtain weapons or other dangerous items in order to inflict serious harm upon another; (f)
24 expressed a pre-occupation with harming others; or (g) engaged in other behavior that poses a
25 significant danger of causing substantial harm to the health or safety of the student or others, the
26 University may require the student to participate in a professional assessment with a licensed
27 counselor, psychiatrist, psychologist, or physician. These sessions are designed to foster the
28 students' willingness and ability to maintain a reasonable concern for their own welfare and the
29 welfare of others.

30 Involuntary Leave

31 In addition to the above actions to prevent threats of harm, the University may consider imposing an
32 involuntary leave from the University's academic program, housing, or other aspect of the
33 University's services. Involuntary leave is intended to be invoked only in extraordinary circumstances,
34 when a student is unable or unwilling to take a voluntary leave of absence. When the University
35 considers imposing an involuntary leave, the Dean of Students will initiate the following procedures:

- 36 1. The Dean of Students or designee will notify the student that an involuntary leave is being
37 considered; whether the leave being considered would require leave from the academic program,
38 housing, and/or other University services, and the reasons that an involuntary leave is being
39 considered. The student shall have the opportunity to respond with information that he/she believes
40 should be considered.
- 41 2. The Dean of Students or designee will direct the student to this policy and will encourage the
42 student to agree to a voluntary leave of absence, thereby eliminating the need to complete the
43 process for an involuntary leave.
- 44 3. The Dean of Students or designee will confer with others as may be appropriate to obtain
45 information relevant to the University's determination of whether an involuntary leave is necessary.

- 1 4. The Dean of Students or designee will consider whether the student's actions are disruptive
2 of the learning environment, pose a threat to the safety of others, and/or pose a direct threat to the
3 safety of the student himself/herself. They will also consider accommodations that may be provided
4 that would mitigate the need for an involuntary leave. The consideration must be based upon the
5 student's conduct, actions, and statements, and not merely upon speculation, a remote risk of harm,
6 or the knowledge or belief that the student is an individual with a disability.
- 7 5. The University may require the student to undergo a mental or physical examination if doing
8 so is likely to facilitate a more informed decision. Additionally, in order to assist with judging the risk
9 of harm, the University may request authorization to consult with the healthcare professionals that
10 are or have provided services to the student.
- 11 6. Following these consultations and examinations (if any), the Dean of Student or designee will
12 make a decision regarding the involuntary leave of absence and will provide written notice of the
13 decision to the student.
- 14 If involuntary leave is imposed, the notice shall identify whether the student is being withdrawn from
15 the academic program, campus housing, and/or other University services and the time when the stu-
16 dent must depart from campus (if applicable), and the steps that must be taken when the student
17 wishes to re-enroll. If a student is removed from courses due to an involuntary withdrawal, W (with-
18 drawn) grades will appear on their academic transcript and all applicable charges for those courses
19 will remain. While on involuntary leave, the student may visit campus only as specified in the notice,
20 or as otherwise authorized in writing by the Dean of Students or designee.
- 21 If involuntary leave is not imposed, the University may impose conditions and/or requirements under
22 which the student is allowed to remain enrolled in the University's programs.
- 23 The University reserves the right to notify a parent, guardian, or other person, of the circumstances
24 leading to the consideration of involuntary leave, if notification is deemed appropriate. In addition, if
25 leave is imposed, the parent, guardian, or other person may be asked to make arrangements for the
26 safe removal of the student from campus.
- 27 After an involuntary leave, a formal request for reinstatement must be submitted to the Dean of
28 Students who will decide whether or not to approve the reinstatement. The Dean of Student may
29 condition reinstatement upon receipt of a certification from one or more appropriate healthcare
30 profession- al(s) providing evidence that the behavior that precipitated the need for the involuntary
31 leave has been ameliorated and that the student is able to participate in the University's programs
32 without disruption of the learning environment and without posing a threat to personal or community
33 safety.
- 34 This involuntary medical leave policy is not intended to take the place of disciplinary actions under
35 Saint Martin's University Code of Student Conduct, and does not preclude sanctions, including the
36 removal or dismissal of students from the University, University residence halls, or other University
37 facilities or services, for violations of the Code of Student Conduct or other University policies.

38 XI. Saint Martin's University Parking Policies

39 Campus parking and issuing parking permits is the responsibility of the Office of Public Safety. Saint
40 Martin's University regulations pertaining to parking are in effect 24 hours per day, year-round.
41 Regulations do not change between semesters, during breaks, or during the summer. All faculty,
42 staff, and student vehicles - including those of day, night and residence hall students and all
43 University employees - are required to register and display a current University parking permit when
44 they are parked on campus in a restricted parking lot. Special events participants/attendees and
45 campus visitors, students, faculty and staff may park in unrestricted parking lots without obtaining a
46 parking permit. Special event/summer group vehicles parked in restricted Residence Hall parking

1 lots, or any other restricted parking lot, are required to display a valid University temporary parking
2 permit while on campus. Special event parking permits are available from the University Office of
3 Conference Services.

4 For full policies and more information, please visit the Office of Public Safety in Old Main or online
5 [here](#).

6

7 **XII. Saint Martin's University Rally, Protest & Demonstration Policy***

8 Saint Martin's University is a private, four-year, Liberal Arts University. As such, the University
9 recognizes individual and collective research, thought and the peaceful exchange of ideas and
10 information from many viewpoints as important ideals in academic and personal growth. The
11 purpose of this policy is to provide faculty, staff, students and the Abbey an opportunity to engage in
12 the lawful business of education and spiritual practice without undue interruption.

13 As a matter of policy, the University will accommodate peaceful informational rallies, protests, and
14 demonstrations only in specific areas designed to minimize distractions to the academic and
15 spiritual pursuits of the University and Abbey community. Rally, protest, or demonstration
16 representatives must register their intent to hold an event at Saint Martin's University with the Dean
17 of Students, Director of Public Safety, and/or the Director of Campus Life.

18 Rally, protest or demonstration participants are allowed to use the sidewalk adjacent to Pacific
19 Avenue on the South side of Saint Martin's University. In the event more space is needed, the
20 University may provide a well-defined portion of the Marcus Pavilion/Worthington Conference Center
21 parking lot ('Q' Parking Lot) for rally, protest, or demonstration use.

22 All rally, protest, or demonstration events allowed on the Saint Martin's University campus must be
23 peaceful in nature. Participants are not allowed to confront people arriving on campus, people
24 already on campus, or those leaving campus. No direct contact will be allowed between any
25 opposition rallies, protests, or demonstrations. Noise levels may be monitored and controlled.

26 As a private landowner, Saint Martin's University reserves the right to ask participants to leave
27 campus for any reason, including failure to abide by rally, protest, or demonstration rules; failure to
28 respond to reasonable requests from University officials; confrontational, threatening, or violent
29 behavior; vandalism; or the need to use the lot for previously scheduled events. Refusal to leave
30 when asked may result in arrest for criminal trespass.

31 *Students wishing to engage in peaceful demonstrations, rallies, or protests may request, to the
32 Dean of Student Affairs, a modification to the requirements of this policy. Requests for consideration
33 of modifications are required to be submitted in writing a minimum of two working days before a
34 planned event in order to address resource and support needs.

35 **XIII. Sexual Misconduct Policy Overview**

36 Sexual misconduct is strictly prohibited by Saint Martin's University. Sexual misconduct includes
37 sexual harassment and sexual violence including, but not limited to, non-consensual sexual
38 intercourse, non-consensual sexual contact, sexual exploitation, domestic violence, dating violence,
39 and stalking. Sexual misconduct, as defined by the University, overlaps with the crimes of rape,
40 sexual assault, stalking, dating violence and domestic violence. Victims of this conduct are
41 protected by state and federal laws, including Title IX of the Education Amendments of 1972 ("Title
42 IX") [[Saint Martin's Title IX Information](#)], and the Clery Act, which mandate the content of the
43 University's sexual misconduct policy, included in full as [Appendix C](#).

1 Allegations of sexual misconduct will be investigated and acted upon by the University, regardless of
2 where the conduct occurred, and all reports will be reviewed by the Title IX Coordinator. In the event
3 that allegations of sexual misconduct are confirmed, the University will take appropriate disciplinary
4 actions in accordance with the aforementioned policy, the Code of Student Conduct, and the
5 Employee Handbook. The University will also employ, where necessary, interim protection measures
6 such as interim suspensions and/or no-contact orders in any case where an individual's behavior
7 represents a risk of violence, threat, or predation.

8 Anyone with knowledge about sexual misconduct is encouraged to report it immediately. The
9 University will make protective and remedial measures available to victims irrespective of whether a
10 victim chooses to report to local law enforcement or Public Safety, or pursues a formal complaint
11 through the University resolution process. If you feel that you have been a victim of sexual
12 misconduct, please read the full policy included as [Appendix C](#) for support resources, reporting
13 options, and possible remedies.

14 Reporting an Incident

15 Saint Martin's University encourages anyone who feels they have been subjected to sexual
16 misconduct to report the incident so that the University can respond appropriately. Complainants
17 have the right to file a criminal complaint and a complaint with the University simultaneously.

18 Complaints can be made to:

19 Associate Vice President for Human Resources/Title IX Coordinator

20 360-688-2290, cjohnson@stmartin.edu

21 Dean of Student Affairs

22 360-438-4367, mrichardson@stmartin.edu

23 Provost/Vice President for Academic Affairs

24 360-438-4310, KBoyle@stmartin.edu

25

26 Director of Public Safety

27 360-486-8876, WStakelin@stmartin.edu

28 Associate Dean of Students, Director of Housing & Residence Life/Student Conduct
29 Coordinator

30 360-486-8856, JStern@stmartin.edu

31 Any complaints or inquiries regarding a student or employee experiencing sexual misconduct from an
32 employee or third party should be brought to the immediate attention of the Associate Vice President
33 for Human Resources/Title IX Coordinator, Dean of Student Affairs, Provost/Vice President for
34 Academic Affairs or Director of Public Safety.

35 Any complaints or inquiries regarding a student experiencing sexual misconduct from another
36 student or third party should be brought to the immediate attention of the parties listed above or the
37 Director of Housing and Residence Life/Student Conduct Coordinator.

38 Definitions

39 1. Sexual Harassment is unwelcome conduct of a sexual nature. It includes, but is not limited to,
40 unwanted sexual advances, requests for sexual favors, and other visual, verbal, nonverbal, or
41 physical conduct of a sexual nature when:

- 1 a. The conduct denies or limits an individual's ability to participate in or benefit from the
 2 University's educational programs;
- 3 b. The conduct creates a hostile, intimidating, or offensive working or educational environment;
- 4 c. Submission to or rejection of such conduct is used as a basis for employment, salary, or
 5 other benefit changes affecting an employee or academic decisions affecting a student.
 6
- 7 Sexual harassment, which includes acts of sexual violence, domestic violence, dating violence,
 8 sexual assault, and stalking, is a form of sex discrimination that is prohibited by state and
 9 federal laws.
- 10 Sexual harassment in the workplace, on campus, or in the classroom, can be between students,
 11 co-workers, individuals of the same gender or transgender individuals, a manager and an
 12 employee, or an employee and a vendor, student or third party.
 13
- 14 2. Sexual Violence includes physical sexual acts perpetrated against a person's will or where a
 15 person is incapable of giving consent. Sexual violence includes rape, sexual assault, sexual
 16 battery, sexual abuse, and sexual coercion. Sexual violence is a form of sexual harassment
 17 covered by this policy and prohibited by Title IX. (The complete legal definitions of the various
 18 offenses can be found in the Revised Code of Washington. Some of the relevant definitions are
 19 located at the end of the complete Sexual Misconduct Policy contained in the Appendix.)
 20
- 21 3. Dating Violence is violence committed by a person who is or has been in a social relationship of a
 22 romantic or intimate nature with the victim. The existence of such a relationship shall be
 23 determined based on the reporting party's statement and with consideration of the length of the
 24 relationship, the type of relationship, and the frequency of interaction between the persons
 25 involved in the relationship. For the purpose of this definition:
- 26 a. Dating violence would include, but not be limited to sexual or physical abuse or the threat of
 27 such abuse; and
- 28 b. Dating violence does not include acts meeting the definition of domestic violence.
 29
- 30 4. Domestic Violence includes asserted violent misdemeanor and felony offenses committed:
- 31 a. By a current or former spouse or intimate partner of the victim;
- 32 b. By a person with whom the victim shares a child in common;
- 33 c. By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or
 34 intimate partner;
- 35 d. By a person similarly situated to a spouse of the victim under the domestic or family violence
 36 laws of the jurisdiction in which the crime of violence occurred, or
- 37 e. By any other person against an adult or youth victim who is protected from that person's acts
 38 under the domestic or family violence laws of the jurisdiction in which the crime of violence
 39 occurred.
 40
- 41 5. Sexual Assault means an actual sexual contact with another person without that person's
 42 consent. Sexual assault includes, but is not limited to:
- 43 a. Involvement in any sexual contact when the victim is unable to consent;
- 44 b. Intentional and unwelcome contact with the breasts, buttocks, groin or genitals or touching
 45 another with any of these body parts or coercing or forcing or attempting to coerce or force
 46 another to touch the perpetrator or themselves with or on any of these body parts;
- 47 c. Any touching of the sexual or other intimate parts of a person done for the purpose of
 48 gratifying sexual desire of either party or a third party;

- 1 d. Sexual intercourse, which has its ordinary meaning and occurs upon any penetration,
2 however slight, without consent, including acts commonly referred to as "rape."
3
- 4 6. Stalking means engaging in a course of conduct directed at a specific person that would cause a
5 reasonable person to:
6 a. Fear for the person's safety or the safety of others; or
7 b. Suffer substantial emotional distress. For the purpose of this definition:
- 8 ○ "*Course of conduct*" means two or more acts, including, but not limited to, acts in
9 which the individual directly, indirectly, or through third parties, by any action,
10 method, device, or means, follows, monitors, observes, surveils, threatens, or
11 communicates to or about a person, or interferes with a person's property.
12 ○ "*Reasonable person*" means a reasonable person under similar circumstances and
13 with similar identities to the victim.
14 ○ "*Substantial emotional distress*" means significant mental suffering or anguish that
15 may, but does not necessarily, require medical or other professional treatment or
16 counseling.
17
- 18 7. Consent is an understandable exchange of affirmative words or actions, which indicate a
19 willingness to participate in mutually agreed upon sexual activity. Consent must be informed,
20 freely and actively given. If coercion, intimidation, threats, or physical force are used there is no
21 consent.
- 22 There is no consent if a person is mentally or physically helpless in a manner that the person
23 cannot understand the fact of, or make a reasonable judgment as to the nature or harmfulness
24 of the conduct, or extent of the sexual situation. This includes incapacitation due to mental
25 disability, alcohol or drug consumption, or being asleep or unconscious. A person who knows or
26 reasonably should have known another person is incapacitated may not engage in sexual activity
27 with the person.
- 28 There is no consent when there is force, expressed or implied, or use of duress or deception
29 upon the victim which overcomes resistance. Forcible compulsion also means the threat of
30 force, expressed or implied, placing a person in fear of death or physical injury to herself,
31 himself, or another person, or in fear they or another person may be kidnapped unless they
32 consent to sexual activity. In the absence of mutually understandable words or actions, it is the
33 responsibility of the initiator, or the person who wants to engage in the specific sexual activity, to
34 make sure that he/she has the consent from his/her partner(s).
- 35 Silence does not necessarily constitute consent. Past consent to sexual activity does not imply
36 ongoing future consent. Whether an individual has taken advantage of a position of influence
37 over an alleged victim may be a factor in determining consent. Effective consent may not be
38 given by minors less than 16 years old.
- 39 8. Retaliation is any adverse treatment (beyond a slight or annoyance) that is taken because a
40 person engaged in protected activity (e.g. opposing discriminatory practices, filing a
41 discrimination or discriminatory harassment complaint, participating in an investigation, conduct
42 process, or an attempt at resolution, etc.) or for the purpose of interfering with right or privilege
43 granted under anti-discrimination laws.

44 Confidentiality

45 Saint Martin's University will make every reasonable effort to preserve a complainant's privacy and
46 protect the confidentiality of information concerning the complaint. To the extent possible, the

1 University will only disclose information regarding the complaint to individuals who are responsible
2 for handling the University's response.

3 If a complainant requests that his or her name not be revealed to the respondent or asks that the
4 University not investigate or seek action against the respondent, the University will evaluate whether
5 this request can be honored based on the University's legal reporting requirements and the
6 University's need to investigate and resolve the reported problem. All requests for confidentiality will
7 be evaluated by the Title IX Coordinator who will determine whether the confidentiality request can
8 be honored while still providing a safe and nondiscriminatory campus environment. The University
9 will take all reasonable steps to respond to the complaint consistent with the request. Complainants
10 who request that their identity remain confidential must understand that such a request may limit
11 the ability of the University to fully respond to the incident, conduct an investigation, or pursue
12 disciplinary action against the respondent.

13 Different people at the University have different reporting responsibilities and roles concerning the
14 maintenance of confidentiality, depending on their roles at the University. Some members of the
15 University are required to maintain near complete confidentiality. They include counselors and
16 medical providers in our Counseling and Wellness Center and Health Center and members of the
17 monastic community acting in a pastoral capacity. Most employees of the University, however, are
18 considered "responsible employees" and are required by law to report all details of an incident,
19 including the identities of the Complainant and Respondent to the Title IX Coordinator.

20 The University is required by law to disclose all reports of on-campus and off-campus sexual
21 misconduct for statistical purposes to the Office of Public Safety and make an annual report to the
22 U.S. Department of Education. These reports, however, will be made without personal identifying
23 information and will not include the name of victim or information that could easily lead to a victim's
24 identification.

25 Records concerning the investigation of and resolution to any complaint of sexual misconduct are
26 maintained confidentially. Information may be shared internally between University personnel who
27 have a legitimate educational interest. Additionally, the University maintains privacy in relation to
28 any accommodations or protective measures afforded to a victim, except to the extent necessary to
29 provide the accommodations and/or protective measures. Typically, if faculty members or
30 administrators are asked to provide accommodations for a specific student or employee, they are
31 told that such accommodations are necessary under Title IX or the Clery Act, but they are not given
32 any details of the incident.

33 Resources

34 If you are on campus during regular business hours, you may go to the Saint Martin's University
35 Counseling and Wellness Center, located in the Lynch Building. You may also contact SafePlace
36 (521 Legion Way SE, Olympia, WA 98501) at 360-754-6300 for guidance, support, and information
37 about sexual assault, domestic violence, and sexual abuse 24 hours a day. These are both
38 confidential resources. After regular business hours, or in any situation where a victim wishes, local
39 resources are also available and may be able to provide confidential assistance:

- 40 • The Crisis Clinic: 360-586-2800 (information/referral to community resources)
- 41 • St. Peter Hospital: 360-491-9480
- 42 • SafePlace: 360-754-6300, www.safeplaceolympia.org (rape relief/women's shelter)
- 43 • Domestic Violence Hotline: 800-562-6025

44 *For more detailed information on University policies related to sexual misconduct, victims' rights and*
45 *resources, or the complaint investigation and resolution process, please refer to the full policy,*
46 *included as [Appendix C](#).*

1

2 XIV. Saint Martin's University Supplemental Grievance Policy

3 Saint Martin's University is committed to the internal resolution of disputes arising between
4 members of the university community. The university encourages its community members to resolve
5 their disputes at the earliest and most informal stage (e.g., by talking directly with one another,
6 through facilitated conversation, and/or through conflict mediation). When informal resolution is not
7 possible, every member of the university community has the right to file a grievance and have it
8 addressed fairly.

9 The following administrative procedures are intended to cover grievances between students and
10 members of the university's faculty, staff or administration. They shall apply to all grievances other
11 than grade disputes, allegations of academic dishonesty, sexual harassment/sexual misconduct,
12 and student conduct issues covered by the Code of Student Conduct.

13 The grievance process affords the grievant an opportunity to discuss the dispute with the respondent
14 or a neutral third party in an attempt to clarify the issue and achieve its resolution. A grievant may
15 pursue any of the following options for resolution:

- 16 1. Direct Resolution. The grievant may discuss the grievance directly with the
17 respondent and work with the respondent to resolve any concerns.
- 18 2. Supervisor Resolution. If the exercise of option 1 is unsuccessful, or it appears ill-
19 advised or otherwise inappropriate, the grievant is encouraged to discuss his or her concerns
20 with the respondent's supervisor or department chair, who is responsible for taking action as
21 necessary and appropriate.
- 22 3. Administrative Resolution. If the exercise of option 2 is unsuccessful, or it appears
23 illadvised or otherwise inappropriate, the grievant may fill out a "Formal Grievance Form"
24 found at <http://www.stmartin.edu/CurrentStudents/> and deliver it to:
 - 25 a. the Dean of Students, if the respondent to the grievance is employed in
26 Student Affairs or another non-instructional unit.
 - 27 b. the Vice President for Academic Affairs, if the respondent to the grievance is
28 employed in Academic Affairs, whether as a faculty or staff member.

29 After receiving the formal grievance, the Dean of Students or the Vice President for Academic
30 Affairs may review relevant files or records and consult with the grievant, the respondent(s),
31 witnesses and other individuals, in an attempt to resolve the matter and to determine
32 whether further action is warranted.

33 If resolution is reached by this process, no further action normally will be taken, and the matter will
34 be considered closed. The University reserves the right to undertake further investigation of any
35 allegation. In all cases, the Dean of Students and the Vice President for Academic Affairs will keep a
36 written record of formal grievances and their resolution.

37

38 XV. Student Right to Know Act

39 In accordance with the Higher Education Act of 1965, you have the right to know certain information
40 about Saint Martin's University including a variety of academic information, information on
41 completion or graduation rates, institutional security policies and crime statistics. In compliance with
42 Student Right to Know legislation, Saint Martin's University will make information available at
43 www.stmartin.edu. A printed copy of the same information can be requested at the Saint Martin's
44 Information Center.

Residence Hall Regulations

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I. An Introduction to Housing and Residence Life

Housing and Residence Life Mission Statement

Serving students so that they may serve others, the Office of Housing and Residence Life at Saint Martin's University acts as a catalyst for the formation of a community in which members support and encourage one another by sharing their gifts and challenge each other to recognize and fulfill their full potential.

Housing and Residence Life Vision

Resident students at Saint Martin's University will be engaged members of the campus community, benefitting from the services, mentorship, guidance, and leadership opportunities provided by the Office of Housing and Residence Life. They will be empowered to take ownership of their Saint Martin's experience and will attain a sense of personal growth and enrichment in doing so. The environment in the residence halls will be physically and psychologically safe, cooperative, celebratory, and respectful. Residents will be encouraged to express themselves while at the same time embracing differences and adhering to Saint Benedict's axiom, "Listen and attend with the ear of your heart."

Honoring the freedom of the individual and respecting the rights of the group, we are guided by the principles of community living outlined in the Rule of Saint Benedict, which states, "All must be given its due, but only its due. There should be something of everything and not too much of anything." To this end, residents will learn to value moderation, stewardship, humility, and hospitality as the fundamental hallmarks of their Saint Martin's experience. By focusing on these universal principles and investing in each student individually, the Office of Housing and Residence Life will equip residents with the skills necessary to live in a community and inspire them to serve those who share in it.

Housing and Residence Life Staff

All aspects of on-campus living accommodations are coordinated through the Office of Housing and Residence Life. The residence hall staff consists of the Director of Housing and Residence Life, two live-in Assistant Directors, a Housing Operations Manager, and a staff of Resident Assistants (known as RAs). Office hours are from 9 a.m. to 5 p.m. Monday through Friday. In addition, an RA will be available at the Spangler and Parsons front desks from 9 p.m. to 11 p.m. each night.

The RAs live in all four residence halls. RAs are on-call from 5 p.m. to 9 a.m. Sunday through Thursday and 5 p.m. Friday to 5 p.m. Sunday. In addition, they organize and provide resources for programs and activities, act as mediators in cases of interpersonal conflicts, and along with the Residence Life professional staff, enforce all University and Housing and Residence Life policies.

HOUSING AND RESIDENCE LIFE CONTACT INFORMATION

Spangler Hall Office

360-412-6163

Parsons Hall Office

360-923-8727

Director of Housing and Residence Life	360-486-8856
Baran, Burton, and Spangler Hall Residence Director	360-438-4546
Parsons Hall Residence Director	360-486-8875
RA On-call Phones	360-507-2511 or 360-507-2512
Web address	www.stmartin.edu/ResidenceLife
E-Mail	Housing@stmartin.edu

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2 II. General Information and Policies Specific to Residence Life

3 1. Alcohol and Other Controlled Substances

4 a. The possession and use of alcohol and/or other illicit drugs are prohibited in
 5 University residence halls in accordance with the institution's Alcohol and Drug Policy,
 6 included as Appendix B.

7 b. In addition, possession of empty alcohol and/or drug containers or paraphernalia
 8 (including shot glasses, cans, bottles, kegs, pipes, bongs, etc.), remaining in a location
 9 where alcohol, drugs, or paraphernalia are present, assisting someone else in concealing
 10 the product or its effect on an individual, or any other violation of Housing and/or
 11 University policies due to alcohol consumption or drug use also constitutes a violation of
 12 this policy.

13 2. Checking In and Out

14 a. Opening and closing dates for the residence halls are published on the University's
 15 academic calendar, on the Housing and Residence Life web page, and in various Campus
 16 Life and Admissions publications. Students may not check in early or check out late if they
 17 have not requested and been approved for an extension, in which case additional charges
 18 may be incurred.

19 b. Students will be provided with a blank Room Condition Report (RCR) when checking
 20 in and they are responsible for checking the room carefully, accurately and thoroughly
 21 recording the condition of the room and its furnishings, completing and returning the RCR,
 22 and reporting any preexisting damages or blemishes to a Residence Life staff member
 23 immediately. Upon check out, students will be charged for all damages not recorded on
 24 the Room Condition Report.

25 c. The residence halls are closed during Christmas and summer vacation periods.
 26 (Apartments remain open during these periods.) Some space may be provided at an
 27 additional charge for students who make arrangements two weeks in advance with the
 28 Director of Housing and Residence Life or his/her representative.

29 d. All residents must check out by noon the day after their last final exam at the end of
 30 the semester unless they are graduating, under a 12-month apartment contract, or
 31 approved for an extension. All residents must schedule their check-out in accordance with
 32 their contract and any guidelines provided by Housing and Residence Life staff. Failure to
 33 follow proper check-out procedures will result in a minimum \$25 fine if returning to the
 34 halls or forfeiture of one's damage deposit if not returning to housing or the University.

35 3. Cohabitation

36 a. As a Catholic institution, Saint Martin's University affirms that sexual relationships
 37 are intended to be experienced within the context of the sacrament of marriage, a lifelong

1 commitment and union. Consequently, cohabitation is prohibited on campus. The
2 University defines cohabitation as:

- 3 i. Engaging in intimate sexual activities at any time;
- 4 ii. Spending the night with or hosting/visiting a guest or resident with
5 whom one is in an amorous relationship after 2:00 am.
- 6 b. For guidelines on hosting visitors, see the corresponding Housing and Residence Life
7 Guest and Visitation Policy below.

8 4. Common Areas and Community Furniture

9 a. Furniture: No residence hall "common use" furniture or property is to be removed
10 from any area without authorization from a Housing and Residence Life staff member.
11 Individuals discovered with common use furniture or property in their rooms or possession
12 will be charged \$25 per piece of furniture/property per day and may receive additional
13 disciplinary sanctions.

14 b. Walkways: No residence hall furniture/property, personal property, or trash is
15 permitted on the exterior walkways or balconies of Burton Hall or in the hallways of other
16 buildings. Individuals or rooms discovered in violation of this policy will be charged \$25 per
17 piece of furniture/property/trash per day and may receive additional disciplinary
18 sanctions.

19 c. Kitchens: Individuals using the kitchens in Baran, Spangler, or Parsons Hall must
20 clean up after themselves. No dishes, food, garbage, or other items may be left in the sink
21 or on countertops. Such items will be discarded or confiscated, and individuals or the
22 community may be fined. Continued misuse of the community kitchen may result in its
23 closure to specific individuals or the entire community. All food in refrigerators must be
24 clearly labeled with name and date. Old and/or un-labeled food will be discarded.

25 d. Fitness Rooms: Use of the fitness rooms is on a first-come, first-served basis. If
26 someone is waiting, residents must limit their time on equipment to a 30-minute
27 maximum. Before and after use, equipment should be wiped down with a towel. Should a
28 fitness room be found vandalized, access may be denied by Residence Life staff until
29 responsibility for the damage has been determined. Residents use the fitness rooms at
30 their own risk and should do so under the guidance of a physician.

31 e. Laundry Rooms: Laundry facilities in Baran, Parsons, and Spangler Halls are located
32 on the first floor, and Burton Hall's are on the second floor. The laundry machines are
33 operated by credit or debit card.

34 i. When using laundry facilities, students are encouraged to stay with
35 their clothing to protect against theft.

36 ii. As a common courtesy, residents should remove their laundry
37 promptly when the cycle has finished so others can have access to washers
38 and dryers. Belongings left in the laundry rooms longer than 24 hours may
39 be collected and/or discarded.

40 iii. The laundry rooms are for resident use only. If non-residents are
41 found using laundry facilities, Public Safety or Housing and Residence Life
42 staff members should be notified immediately.

43 5. Community Bathrooms

- 1 a. Residents utilizing community bathrooms are expected to clean up after themselves
2 and promptly report maintenance concerns to Housing and Residence Life and/or
3 Facilities through the online work order form. While custodial staff clean community
4 bathrooms routinely, residents are responsible for making a good faith effort to flush
5 toilets, plunge clogged toilets or drains, and clean up their own spills, hair clippings,
6 standing water, bodily fluids, etc.
- 7 b. Personal trash may not be discarded in community bathrooms, and personal hygiene
8 products may not be flushed down toilets or left unattended.
- 9 c. Residents are expected to utilize the community restrooms associated with the floor,
10 wing, or room cluster to which they are assigned.
- 11 d. When vandalism and/or misuse of a community bathroom occurs, all residents of the
12 floor, wing, community, or room cluster associated with it may be held accountable for the
13 damage if the responsible party cannot be identified. Under most circumstances, residents
14 will be issued an initial warning and given the opportunity to improve the condition of their
15 bathroom and/or disclose the names of students who have contributed to it. If the
16 condition of the bathroom does not improve, all residents associated with it will be fined
17 \$25 for each week it is deemed to be insufficiently maintained. If concerns about
18 bathroom vandalism, garbage, or cleanliness persist for more than one month, Housing
19 and Residence Life reserves the right to suspend custodial services to the bathroom, lock
20 it temporarily, and/or require its residents to participate in an early-morning community
21 clean-up effort in conjunction with the Office of Facilities. Students who refuse to pay fines
22 or contribute to community clean-up efforts may be subject to the student conduct process
23 for failure to comply.

24 6. Computers and Res-Net

- 25 a. When using the internet, residents should recognize that what they do individually
26 can impact the entire network should worms, viruses, or other harmful programs be
27 introduced to the online community. Likewise, the use of unauthorized routers and
28 wireless devices can disrupt service and are consequently prohibited in the residence
29 halls.
- 30 b. All students utilizing the University network are expected to review and adhere to
31 Integrated Technology Services' [Acceptable Use Policy](#) (AUP).
- 32 c. Sending personally identifiable information across the internet may increase
33 students' risk of identity theft and they are discouraged from doing so. Entering a room or
34 cell phone number to some sites can result in charges unknowingly being billed to a
35 student's account. Students may be held responsible for charges billed to a room
36 telephone.
- 37 d. Computer labs and/or lounges are available in all residence halls. Access to these
38 facilities and the devices therein may be restricted if they are vandalized, damaged, or
39 used improperly. Service requests, questions, or concerns about the computer labs may
40 be reported to the ITS Help Desk at help@stmartin.edu or (360) 688-2222.

41 7. Damage and Vandalism

- 42 a. The University does not assume financial responsibility for damage caused by
43 students. Damage in a student's room or common area is the responsibility of the
44 occupant(s) or community. This includes excessive filth, neglect, and a general disregard
45 for Residence Life's standards of cleanliness or the demands placed upon the University's

1 custodial staff. Damage to the corridors, stairwells, landscaping, entrances, bathrooms,
2 lounges, and other common areas may be the responsibility of an individual, floor, wing, or
3 an entire hall, as circumstances dictate. If the person responsible for damage or
4 vandalism cannot be identified, the repair charges and/or fines may be assessed to the
5 smallest possible denomination of students who should be held responsible. By the same
6 token, if those responsible for damage to public areas of the halls cannot be identified and
7 there is no clear "sub-community" associated with it, the cost of repairs will be divided
8 among all residents living in the hall and additional fines or penalties may be imposed.

9 b. Normal wear and tear to University property is expected; however, charges for
10 damage, excessive filth, neglect, vandalism, or failure to comply with health and safety
11 inspection or check-out procedures will be billed directly to the student(s) responsible and
12 further disciplinary action may be taken. Each student is responsible for any damage
13 occurring in one's own room/common area or damage caused in public areas. Damage or
14 cleaning charges in shared rooms will be split evenly between roommates unless the
15 person responsible comes forward. If an individual who does not live in the room causes
16 damage and can be identified, that person will be billed. If the person responsible cannot
17 be identified for any reason, the resident(s) of the room will be billed. In apartments with a
18 common living area, residents of the apartments will be jointly responsible for the area.
19 Any damages incurred in the common areas will be split among apartment residents
20 unless an individual takes responsibility for the damages.

21 8. Damage Deposits and Cancellation Fees

22 a. Damage Deposit: A refundable \$200 damage deposit must be on file with the Office
23 of Student Financial Services prior to the issuance of keys to the room. No portion of the
24 \$200 deposit will be refunded if the application is canceled more than 30 days from the
25 date it is submitted; after August 1, regardless of the date submitted; or if requested more
26 than 30 days after officially checking out of the halls. After taking occupancy, if the
27 applicant stays the entire contract period and applies to return to the residence halls the
28 following academic year, his/her damage deposit will automatically be carried over to the
29 following academic year.

30 Damage deposit refunds may be requested only by submitting the [damage deposit request form](#)
31 through the Housing and Residence Life website. The refund request must be received no later than
32 30 days after a student officially stops living in the residence hall by checking out or formally
33 withdrawing the application. The deposit will be refunded if:

34 i. The resident follows the check-out policy outlined in the Student
35 Handbook. ii. Keys are properly checked in with the Office of Housing and
36 Residence Life.

37 iii. No damages or excess cleaning charges are associated with the room upon
38 check-out.

39 iv. The resident does not have an outstanding balance on his/her account with
40 the University.

41 v. The student fulfills the housing contract Terms of Residence and does not
42 cancel his/her reservation more than 30 days from the date it is signed or after
43 August 1.

44 A resident who does not check out in accordance with the procedures described in the Student
45 Handbook and Housing and Residence Life bulletins and correspondence will be subject to fines
46 and/or forfeiture of all or part of his/her deposit.

- 1 b. Cancellation Fee: A student who withdraws from housing after fall add/drop but
2 within the first 30 days of the semester will be charged a \$300 cancellation fee, forfeit the
3 deposit, and be prorated for the number of days in residence. Students who withdraw from
4 the University or leave housing after the 30th day of the semester receive no refund.

5 9. Food Service

- 6 a. All residents who do not live in apartment spaces and are ineligible to do so must
7 purchase a traditional (bronze, silver, or gold) meal plan. Those who are eligible for
8 apartments but choose to live in suites must have a meal plan, but may select an
9 apartment plan.

- 10 b. Meal plan options and prices are available at [Bon Appétit's webpage](#). Board plans do
11 not include meals during vacation periods (Christmas, spring, and summer breaks), but
12 food service is available on a limited, cash basis during these times.

- 13 c. Residents who live in apartments on campus are not required to purchase a meal
14 plan; however, all meal plan options are available to apartment residents.

- 15 d. Meal plans may be selected and changed by submitting an online request before the
16 add/drop date, but no changes will be made thereafter.

- 17 e. Fall meal plan balances carry over to spring with the purchase of a traditional
18 (bronze, silver, or gold) meal plan. At the end of the spring semester, all balances expire.

19 Please visit [Bon Appétit's webpage](#) for additional meal plan options and policy information.

20 10. Fire Safety

- 21 a. Tampering with fire safety equipment (sprinklers, pull stations, extinguishers, smoke
22 detectors, hoses, etc.), generating a false alarm, failing to evacuate during a drill, or
23 engaging in any behavior constituting a fire or safety hazard is prohibited and may be
24 grounds for suspension from the University and further legal action. Propping open fire
25 doors, covering fire safety equipment, or removing batteries from smoke detectors will
26 result in disciplinary action, which may include a \$50 minimum fine. Walkways, hallways,
27 and exits must be kept free of furniture and other objects. Decorative materials for general
28 use or holiday décor must be non-flammable.

- 29 b. Extension cords may not be used as a substitute for permanent wiring. Extension
30 cords should be plugged directly into an approved receptacle outlet and can serve only
31 one appliance or fixture not rated with a capacity higher than the cord. They must be
32 maintained in good condition (without splices, deterioration, or damage) and must not be
33 subject to environmental damage or physical impact. Only three-prong surge protectors
34 should be used when multiple items are plugged in. Extension cords should be rated for a
35 15 amp service. Routine safety checks are done in the halls, and residents will be asked
36 to replace noncompliant extension cords.

- 37 c. Thurston County Fire Protection District 3 responds to and investigates all fire alarms
38 on campus. Fire drills are conducted at least once each semester and are to be taken
39 seriously. Drills familiarize residents with the safe and proper exiting procedure and route
40 to promptly evacuate buildings. All occupants must evacuate the building in timely manner
41 when a drill occurs, and rooms will be checked for compliance. Anyone refusing to
42 evacuate is liable for sanctioning and may be suspended from the residence hall.
43 Occupants are not to re-enter the building until directed to do so by a University official.

1 d. Many electrical appliances can be fire hazards. Residents must not leave coffee pots,
2 irons, or other such appliances unattended, even for a short time. The following items are
3 considered fire hazards and are not permitted in Saint Martin's residence halls:

4 i. Open-element appliances including, but not limited to, hot plates,
5 space heaters, halogen lamps, lava lamps, and toaster ovens. ii. Candles,
6 incense, hookahs, and other items with an open flame.

7 iii. Fireworks and other explosives. These are prohibited anywhere on University grounds.

8 11. Guest and Visitation Policy

9 a. Non-Resident Guests: A guest is defined as any individual who is not a contracted
10 resident of Saint Martin's University. Guests under the age of 16 must present a letter of
11 permission from a parent or legal guardian and be approved by the Office of Housing and
12 Residence Life. Each guest must possess a valid form of photo identification, have a host
13 who is a resident, and be escorted while inside the residence halls. Guests may not be left
14 alone in University facilities or provided with proximity cards or room keys. The host is
15 responsible for the behavior of the guest(s), and guests are expected to comply with all
16 state regulations and with Saint Martin's policies outlined in the Code of Student Conduct,
17 the Student Handbook, and other publications. Guests may be asked to leave the halls if
18 they cannot demonstrate that they are a guest of a resident, are not on University
19 business, refuse to provide identification to university officials, or do not have confirmation
20 of a guest pass request. Guests of residents may also be asked to leave if they are
21 violating policies or exhibiting the potential

22 to cause harm to themselves or others. If a guest is asked to leave, the host and residents
23 associated with the individual may face disciplinary action.

24 b. Overnight Guests: All overnight guests must be of the same gender as the host and
25 may not be in an amorous or dating relationship with any resident of the room, suite, or
26 apartment. An overnight guest is defined as a person visiting between 11:00 pm and 9:00
27 am Sunday through Thursday and 1:00 am and 9:00 am Friday and Saturday. Overnight
28 guests are only permitted with the roommate's consent and after requesting a guest pass
29 online. Overnight guests are only to sleep in the host's room, and the maximum length of a
30 visit is three consecutive nights and no more than 10 nights per semester.

31 c. Resident Visitation: Resident students are permitted and encouraged to visit their
32 peers in other rooms and buildings. After 11:00 pm Sunday through Thursday and 1:00
33 am Friday and Saturday, however, residents hosting visitors of the opposite gender or with
34 whom they are in an amorous or dating relationship must do so in common areas or in
35 bedrooms with an open door and clear line of sight into the room. In Burton Hall, which
36 has only exterior doors, such visitors must congregate in living rooms with blinds open and
37 the room visible. Visitation by residents and guests of the opposite gender or with whom
38 one is in an amorous or dating relationship is prohibited outside of common areas after
39 2:00 am. As with nonresident guests, students are not to exchange keys or proximity cards
40 with their fellow residents, occupy rooms other than their own, or be left in another
41 student's room unattended.

42 d. Before guests and residents are invited to visit, roommates are strongly encouraged
43 to take time to talk about arrangements for guests and how all parties feel about the
44 potential disruption guests can cause. If a roommate feels that rights to privacy or quiet
45 continue to be violated, it is that individual's responsibility to contact a staff member to
46 help resolve conflicts that arise.

1 12. Lockouts and Keys

- 2 a. Residents are required to carry their keys at all times.
- 3 b. A Resident Assistant, Office Assistant, or Public Safety officer can assist residents
4 who are locked out of their rooms. Residents are granted three free lockouts per
5 semester. After the third lockout, residents will be charged \$25 per lockout. Lost keys
6 should be reported immediately to the on-duty staff member. Key replacement may take
7 two to three days. The resident's student account will be charged \$50 per key replaced.
- 8 c. Keys should never be loaned to a third party. Room keys may not be duplicated or
9 given to other students or guests. A student who illegally possesses, uses, or duplicates a
10 university key will be subject to disciplinary action.
- 11 d. Housing and Public Safety staff members reserve the right to close and lock any
12 unattended open/unlocked door.

13 13. Maintenance and Custodial Services

- 14 a. If something in a residence hall room, apartment, or common area needs repair or
15 replacement (light bulbs, smoke detector batteries, etc.), a [work order](#) can be submitted
16 from the "Forms" menu of the Housing and Residence Life webpage. Items that are a
17 potential danger to residents' health or safety such as a broken window or an electrical or
18 plumbing problem, however, are cause to contact a Resident Assistant or other Housing
19 staff member immediately.
- 20 b. Residents are responsible for the cleanliness of their own rooms, bathrooms, and
21 apartment common areas, and are required to deposit all personal trash in the dumpsters
22 outside Spangler, Parsons, and Burton Halls. The University's custodial staff will address
23 the following areas:
- 24 i. Baran Hall: Community bathrooms, showers, hallways, common
25 areas, kitchen, game room, and laundry rooms. ii. Burton Hall: Walkways,
26 the Burton Addition, computer lab, and laundry rooms.
- 27 iii. Spangler Hall: Hallways, common areas, the fitness room, kitchen, lobby,
28 game room, and laundry room.
- 29 iv. Parsons Hall: Community bathrooms, showers, hallways, common areas,
30 fitness room, lobby, kitchen, computer room, and laundry rooms.

31 14. Noise and Quiet Hours

- 32 a. The realities of living in a community require individuals to respect the community's
33 needs for the moderation of noise, regardless of quiet hours. Courtesy quiet hours are in
34 effect at all times. Excessive noise is an infringement on the rights of others students.
35 Music from a stereo, for instance, should not be heard outside of one's room. If students
36 choose to listen to music at a higher volume, they are encouraged to use headphones.
- 37 b. Official quiet hours for all halls are:
- 38 i. Sunday-Friday Morning: 11:00 pm to 8:00 am ii. Friday-Sunday: 1:00
39 am to 10:00 am iii. All other hours are considered courtesy hours.
- 40 c. Individual floors may choose to extend quiet hours through agreed-upon "community
41 standards". Residents must be respectful of these extended hours when visiting or
42 residing in these communities.

1 d. One week prior to and throughout finals week, round-the-clock quiet hours are in
2 effect. Any noise heard outside of rooms during this time may be a violation.

3 15. Personal Property

4 a. The University will make every reasonable effort to protect the personal property of
5 residents; however, Saint Martin's University is not liable for loss or damage of personal
6 property including, but not limited to, loss due to fire or theft.

7 b. Students are advised to purchase insurance or to learn about extending their
8 parents' insurance to cover loss or damage of personal property.

9

10 16. Pets

11 a. Because of fleas, sanitation, allergy concerns, and consideration for other people and
12 property, students who live in the residence halls are not allowed to have pets other than
13 fish in a five-gallon tank.

14 b. Students who require the assistance of a service animal may refer to the University's
15 policy on service animals or contact the Office of Disability Support Services at (360)
16 4384580 for further information.

17 17. Prayer Room Use

18 a. The prayer rooms in Spangler, Burton, and Baran Halls are for devotional use only.
19 The prayer rooms must be used in the most respectful manner and should have an
20 atmosphere of quiet at all times.

21 b. Misuse of the prayer room will result in disciplinary sanctions and possible loss of
22 use privileges.

23 18. Prohibited Items

24 a. The following items are prohibited in the residence halls:

25 i. Hot pots, hot plates, toaster ovens (one toaster per apartment
26 kitchen area allowed), space heaters, halogen lamps, lava lamps, candles,
27 incense, hookahs, and any open element heating device or other fire hazard.

28 ii. Microwaves, refrigerators, freezers, air conditioners, and other major
29 appliances already supplied by the University.

30 iii. Weapons including, but not limited to, lethal and non-lethal firearms,
31 tasers, swords, and knives restricted by the University's weapons policy. iv.
32 Fireworks or other explosives.

33 v. Amplifiers, speakers greater than six inches in diameter, subwoofers, and
34 wireless internet routers.

35 vi. Remote-controlled flying devices commonly referred to as "drones" and
36 selfbalancing scooters or "hoverboards".

37 vi Alcohol and/or drug paraphernalia including, but not limited to, beer kegs, alcoholic beverage
38 containers used for display, shot glasses, bong, pipes, and grinders.

39 vii. Pets other than approved service/therapy animals or fish in a five-
40 gallon tank.

- 1 viii. Beds, wardrobes, couches, and other large pieces of furniture that
2 are already supplied by the University or that may obstruct exits and create
3 additional hazards.
- 4 b. Prohibited items found in the residence halls will be confiscated and disciplinary
5 action may be taken. With the exception of drugs or alcohol, and drug or alcohol
6 paraphernalia, which will be disposed of, a property receipt will be issued for confiscated
7 items that may be possessed legally off campus and can be stored for 30 days by
8 Residence Life officials. If confiscated items are being removed from campus by the
9 owner, those items may be returned upon written request. All confiscated items retained
10 by Residence Life will be disposed of after 30 days if not claimed.

11 19. Proximity Cards

- 12 a. Use of a proximity card is limited to the individual to whom the card has been issued.
13 Students must swipe their card upon entering a building even when a door is open. A
14 student's card will work for his or her residence hall 24 hours a day, seven days a week,
15 excluding periods when the halls are closed. The card will work for other residence halls
16 during selected hours each day. Apartment residents will have continuous access in
17 accordance with their contract. If a residential student knowingly provides access to a
18 nonresidential person without following proper guest policies, the student may be referred
19 to the student conduct process. Misuse of a student's card may result in disciplinary
20 sanctions.
- 21 b. Students whose cards are lost, stolen, or damaged are required to immediately notify
22 the Office of Public Safety, the Office of Housing and Residence Life, or the on-call RA. A
23 student must report a lost or stolen card within 24 hours. Failure to do so may result in
24 disciplinary sanctions. Once reported missing, the card will be immediately deactivated by
25 Public Safety. The student's account will be billed \$25 and a new card will be provided
26 when the fee is paid. If the card is lost during a time when a new card cannot be printed, a
27 temporary card will be issued and must be returned when the new ID card is issued.

28 20. Reapplication/Room Selection

- 29 a. All students planning to return to the residence halls for the following year will
30 reserve their rooms during the housing reapplication process in the spring. No
31 reapplication fee is required, but a \$200 damage deposit and electronic housing contract
32 must be on file in advance in order to participate.
- 33 b. Residents will be advised of their priority numbers which are determined by a formula
34 taking into consideration a variety of factors including, but not limited to, their earned
35 credits, a proportion of their transfer or ESL credits, and the length of time they have lived
36 in the halls. The priority number will determine the day and time a student may select a
37 room.
- 38 c. Early/priority room selection may be available to students who require disability
39 accommodations or who choose to live in predetermined theme communities or unique
40 housing configurations.
- 41 d. If residents cannot be present during their time slot, they may select another student
42 to serve as a proxy and select a room.
- 43 e. Students wishing to share a room, suite, or apartment wing (one side only) may sign
44 up together with the person who has the highest priority.

45 21. Residency Requirement

1 a. All undergraduate students are required to live in university residence halls while
2 enrolled for classes at Saint Martin's University unless the student is married or a parent;
3 has reached junior status (60 semester or 90 quarter credits, not including Running Start
4 or AP credits) prior to registering for the current semester; will be 21 years of age or older
5 on or before the last official day of registration for the semester; is residing at home within
6 30 miles of the university with parent(s) or legal guardian(s); is taking eight or fewer
7 credits during the semester in question; has attained an associate's degree or completed
8 two full years of education at the college or university level (not including Running Start);
9 or has lived in a university residence hall for four or more complete semesters.

10 b. Regardless of class standing, single undergraduate international students, including
11 English-as-a-second-language (ESL) students, are required to live on-campus for a
12 minimum of two consecutive semesters unless they are living with a prearranged host
13 family for the duration of their stay; have received a letter of permission from their
14 country's embassy; have attended a community college or university in the United States
15 for at least one complete quarter or semester; or will be 23 years of age or older on or
16 before the last official day of registration for the semester.

17 c. This housing requirement is a condition of enrollment which must be met throughout
18 the academic year and includes both fall and spring semesters. Students seeking an
19 exemption based upon the criteria above must complete an [exemption request form](#)
20 available on the Housing and Residence Life webpage and supply supporting
21 documentation in order to receive approval from Housing and Residence Life before
22 making off-campus living arrangements. All single undergraduates who do not qualify to
23 live off-campus according to the provisions stated above must reside in a University
24 residence hall or present evidence that an exception to the policy has been granted.
25 Failure to maintain the required residency may result in the assessment of housing
26 charges and fees and/or an administrative withdrawal by the Dean of Student Affairs. Any
27 attempt to falsify one's status may result in disciplinary action and the implementation of
28 appropriate sanctions by the Dean of Student Affairs or designee.

29 22. Right of Privacy

30 a. Students are guaranteed the reasonable privacy of their residence and belongings.
31 Under specific circumstances, however, rooms/apartments may be entered by University
32 staff. These circumstances include, but are not limited to, cases of emergency, the need
33 for repairs or custodial work, fire drills, and when reasonable suspicion exists to indicate
34 that a violation of University regulations or federal, state, or local law is taking place in the
35 room. In cases involving suspected violations of law or policy, rooms and their contents
36 may be searched by University officials. In other cases (such as routine health and safety
37 inspections), 48 hours' notice will be provided to advise residents that University staff will
38 be entering their rooms.

39 b. The University reserves the right to conduct administrative searches of student
40 residences and all property contained in them when: a.) there is a danger to the life or
41 safety of any member of the University community; b.) facilities or property is endangered;
42 and c.) there is reasonable cause to believe there has been a violation of University policy
43 or federal, state, or local law. The University also reserves the right to inform law
44 enforcement officials of an administrative search and of anything illegal that is discovered
45 during the search. These rights extend to vehicles parked on University grounds.

46 c. Administrative searches may be authorized by the Dean of Student Affairs, the
47 Director of Public Safety, or the Director of Housing and Residence Life or designee and

1 will be conducted by designated University officials in the presence of at least one other
2 staff member, which may include a Resident Assistant or student Safety officer. Prohibited
3 or illegal items may be confiscated, moved into plain view, or removed from the room.

4 23. Room Changes

5 a. Room changes may be requested after the second week of each semester by
6 notifying the Office of Housing and Residence Life and completing the appropriate form(s).
7 Room changes will not be made before the third week of the semester unless there is
8 sufficient evidence to suggest that an individual's emotional or physical wellbeing is in
9 jeopardy.

10 b. RAs and professional staff members can assist with roommate problems, and
11 residents will be required to participate in a formal mediation to review their Roommate
12 Agreements and work through any conflicts before resorting to room changes. There is a
13 moratorium on any room changes during certain parts of the semester. If a move is
14 necessary, however, the following procedures must be followed.

15 i. The proposed move and details of the residents' Roommate
16 Agreement must be discussed with an RA and the student's roommate.

17 ii. The RA may first attempt to mediate problems between roommates.
18 They may also be asked to meet with a professional staff member. iii. A
19 room change request form must be completed online.

20 iv. If approved, a \$25 fee will be charged to the student, and the move must
21 occur in a timely manner and according to established procedures.

22 v. Failure to follow the proper room change procedure may result in a \$50 fine,
23 cancellation of any room change, and further disciplinary action.

24 c. Room changes will occur only at the discretion of Housing and Residence Life staff
25 members and students who do not make a good faith effort to participate in roommate
26 mediations or constructively resolve conflicts will not be permitted to move.

27 d. As room availability is often limited, non-essential room changes are uncommon and
28 all requests should include sufficient justification. Additionally, students wishing to move
29 rooms should expect to be assigned a new roommate and are encouraged to
30 communicate with perspective roommates in advance.

31 24. Room Consolidation

32 a. In the event that a resident is left without a roommate or suitemate, one of three
33 things may happen:

34 i. The student will be assigned another roommate/suitemate.

35 ii. The student may be moved to another room where a vacancy exists.

36 iii. Space permitting, the student may remain in the room and pay the
37 higher rate for a single room (if applicable).

38 b. If a student chooses to pay the higher rate, the additional charge will be assessed
39 after the vacancy occurs. If asked to change rooms with reasonable cause and notice, the
40 resident must comply and move within a reasonable amount of time as instructed by
41 Housing and Residence Life staff.

42 c. The Office of Housing and Residence Life reserves the right to change any room
43 assignment in-kind based upon University need or office efficiency. Housing and

1 Residence Life will provide timely and reasonable notice of any changes by e-mail or
2 telephone.

3 d. Residents of apartments, suites, or rooms with vacancies are expected to keep the
4 unoccupied portion of the unit presentable and clear of personal belongings. Those who
5 are assigned new roommates will typically receive 48-hours' notice prior to their move-in
6 and may not refuse their reassignment or seek to discourage them from moving in.

7 25. Room Personalization

8 a. Residence Life staff want residents to feel at home. Items helping to create the
9 atmosphere one wants include: bedding (extra-long twin), books, bulletin or dry-erase
10 boards, a computer, lamps, pictures, pillows, plants, a portable stereo, small bookshelves,
11 television, and throw rugs.

12 b. Residents may decorate their rooms to suit their personalities; however, furnishings
13 and decorations should be discussed with roommates and suitemates to ensure they are
14 not offensive, burdensome, or objectionable.

15 c. Decorations that are offensive, incongruent with the university's mission or values, or
16 that contribute to creating a hostile environment for other residents may be removed, and
17 residents responsible for them may be subject to disciplinary action.

18 d. Residents may not paint, hang wallpaper, or make holes in the walls or doors.

19 e. Fun-tack and painters' tape are to be used to hang posters and other items. Duct,
20 electrical, and Scotch tape and 3M adhesives are not allowed, and students are
21 responsible for wall, window, door, and other damages regardless of the product used.

22 f. Writing on walls or other surfaces of the residence halls with chalk, markers,
23 cosmetics, or any other media is not permitted without Housing and Residence Life or
24 Facilities approval.

25 26. Single Rooms and Apartments

26 a. Apartment housing is available only to students who are at least 21 years old, have
27 completed 60 or more credits (not including Running Start credits), or have lived in
28 University housing for four or more complete semesters.

29 b. Single rooms are not available to first-year students except under very specific
30 circumstances.

31 c. As a limited number of single rooms are available in the residence halls, the first
32 priority is given to students with a documented disability or need. Such requests must be
33 on file with and approved by the Office of Disability Support Services. Upperclassmen who
34 were unable to reserve a single room during reapplication may be put on a wait list and as
35 single rooms become available, these students will be notified in the order they signed up.

36 d. Single occupancy rooms are not guaranteed to anyone, regardless of class standing.
37 In general, single occupancy rooms cost more than double occupancy rooms.

38 27. Solicitation and Entrepreneurship

39 a. Door-to-door sales and solicitation are not permitted in the residence halls unless
40 expressly allowed by the Offices of Housing and Residence Life or Campus Life. The Office
41 of Public Safety or a Residence Life staff member should be immediately notified if an
42 unauthorized person or group is in any residence hall.

1 b. The use of Residence Life facilities, equipment, services, or funds for purposes of
2 individual entrepreneurship is similarly prohibited. Residents may not sell items (including,
3 but not limited to, crafts, food, music, or clothing) or provide services (including, but not
4 limited to, babysitting, lessons, hair styling, or repair work) for profit within the residence
5 halls without prior approval or the sponsorship of a University office or organization.

6 28. Smoking

7 a. Saint Martin's University's residence halls are non-smoking facilities. This includes
8 electronic cigarettes and vaporizers, which may not be used within the residence halls.

9 b. Smoking is allowed only in designated areas outside or at least 50 feet from the
10 residence halls.

11 c. Residents must use ashtrays to dispose of cigarette and cigar butts.

12 29. Sports in Campus Housing

13 a. Sports activities including, but not limited, to Frisbee, football, golf, skateboarding,
14 rollerblading, bike riding, basketball, wrestling, and soccer are not permitted in any
15 campus residence due to the potential for property damage and personal injury.

16 b. Bicycles may not be kept in hallways, stairwells, lounges, entry ways, laundry rooms,
17 or any other public areas of campus housing. Bike racks are available near each hall, and
18 consequently, bicycles should not be secured to trees, benches, sign posts, stairwells, or
19 building pillars. Abandoned bicycles (those left after the end of classes in May) become
20 the property of the University and will be removed.

21 c. Motorcycles, motorized scooters, mopeds, hoverboards, and other gasoline or battery
22 powered engines may not be stored in campus housing.

23 30. Vacation and University Breaks

24 a. Students living in Burton and Spangler apartments are permitted to remain in their
25 rooms throughout vacation and break periods (excluding summer break), but do have to
26 notify the office of their intentions by submitting break housing or extension requests.

27 b. Baran Hall, Parsons Hall, and Spangler suites are closed during winter and summer
28 vacation periods. Students planning to stay during these times must complete a break
29 housing or extension request form through the Office of Housing and Residence Life
30 website and, if approved, their accounts will be charged accordingly.

31 c. Break housing is not guaranteed and requires a sound and reasonable explanation of
32 why it is necessary. Not all students will be approved for break housing. Students whose
33 homes are more than 600 miles from Saint Martin's may qualify for an exemption to the
34 break housing fee or be granted a 48-hour grace period at check-out, but this, too, is not
35 guaranteed. For information about costs and exemptions, residents may contact their
36 Residence Directors.

37 31. Windows, Doors, and Roofs

38 a. The residence halls have many windows and doors. Residents are encouraged to
39 keep windows closed and doors locked when away. Neither interior nor exterior doors
40 should ever be propped open. These precautions are especially important for first-floor
41 rooms.

b. Windows are not to be used to gain entrance to or exit a building or room. Sitting on or hanging from ledges or windows is prohibited. Residents are not to remove window screens, throw objects from windows, or hang anything outside of their rooms.

c. Residence hall students and guests are not permitted on the roofs of the residence halls at any time, nor are they allowed to climb the halls' exterior walls.

32. Weapons

a. Ammunition, firearms, and other weapons including, but not limited to, rifles, shotguns, handguns, archery equipment, swords, illegal knives, slingshots, nun chucks, fireworks, paint ball guns, air-soft guns, pellet guns, or other explosive devices are not allowed in the residence halls.

Any item used to harm or threaten any individual or oneself is considered a weapon.

Appendix

Please note that this appendix is meant to serve as a convenience and not to supersede any updates made to university policies or laws housed on individual office/ agency/ department websites.

I. Appendix A: Saint Martin's University Anti-Harassment and Non-Discrimination Policy

The community of Saint Martin's University is characterized by mutual trust and the University affirms the principle that its students, faculty, staff, monastic members and administrators should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the Catholic Benedictine tradition. Through enforcement of this policy and by education, the University will seek to prevent and eliminate these forms of prohibited behavior.

Under this policy, all faculty, staff, and students are prohibited from harassing, discriminating, or retaliating against any member of the Saint Martin's community. All employees, regardless of their position, and students are covered by and are expected to comply with this policy, and to take appropriate measures to ensure prohibited conduct does not occur. Appropriate corrective or disciplinary action will be taken against those who violate this policy. Disciplinary action may include verbal or written reprimand, suspension or termination of employment, or sanctions imposed through the Code of Student Conduct.

Any student, employee, or other community member who has a concern about possible discrimination or harassment in connection with University employment, programs, services, facilities or activities, is encouraged to discuss those concerns with one of the following officials who is trained and able to assist, whether or not the individual wishes to pursue a formal or informal complaint.

Associate Vice President of Human Resources
& Title IX Coordinator
360-486-8131

Dean of Student Affairs
360-438-4367

Provost/Vice President Academic Affairs
360-438-4310

Director of Public Safety
360-486-8876

It is a violation of this policy to discriminate or retaliate against an individual because he or she has opposed discrimination or harassment, or because the individual has filed a complaint, testified,

1 assisted, or participated in any manner in any University procedures designed to resolve an
2 allegation of discrimination or harassment.

3 4 Definitions

5 6 A. Discrimination

7
8 Discrimination prohibited by the University includes differential treatment of or denial of a benefit to
9 an individual in education or employment because of his/her protected status (i.e. race, ethnicity,
10 color, national origin, sex, marital or family status, sexual orientation, gender identity or expression,
11 age, religion, creed, disability, veteran status) or any other basis prohibited by federal, state, or local
12 law.

13
14 The following are some examples of discriminatory actions. This is only a partial list, and other
15 behaviors or actions may also constitute discrimination:

- 16
17
18 • Denying or granting in whole or in part a promotion or other advancement
19 opportunities based on an individual's protected status;
- 20 • Granting preference in education or employment based on an individual's protected
21 status;
- 22 • Assigning grades based on an individual's protected status;
- 23 • Making work assignments based on an individual's protected status;
- 24 • Denial of use of facilities or equipment based on an individual's protected status;
- 25 • Denial of leave based on an individual's protected status;
- 26 • Directing racial or ethnic slurs at someone;
- 27 • Telling someone repeatedly they are too old to understand new technology;
- 28 • Teasing or mocking a person with a disability;
- 29 • Ridiculing a person's religious beliefs;
- 30 • Vandalizing or defacing property;
- 31 • Placing written or visual material, such as a swastika or a homophobic epithet, on the
32 door of an individual's living or work area;
- 33 • Chalking anti-Semitic discriminatory or inflammatory language on campus property,
34 such as sidewalks, buildings, roadways, walls or parking lots;
- 35 • Making threatening telephone calls, sending threatening e-mail messages, or
36 threatening voice mail messages.
- 37 • Participating in or facilitating hate crimes. As defined in the Clery Act, a *hate crime* is
38 a crime reported to local law enforcement or to a Campus Security Authority manifesting
39 evidence the victim was intentionally selected because of a bias against the victim. For the
40 purpose of this policy, the categories of bias include those protected classes outlined above.
41 Examples include, but are not limited to: intimidating comments or phone calls, hate mail or
42 flyers, vandalism, destruction of significant symbols, assault, and arson.

43 44 B. Harassment

45
46 Harassment prohibited by this policy is unwelcome verbal, nonverbal (such as whistling), visual, or
47 physical conduct based upon protected status where enduring the offensive conduct becomes a
48 condition of continued education or employment or the conduct is so severe, persistent, and
49 pervasive that it interferes with or limits a student, faculty or staff member's ability to participate in
50 or benefit from the University's educational and/or employment opportunities, programs or activities.
51 Harassment may constitute discrimination in violation of Saint Martin's University policy, state

1 and/or federal law. Discriminatory harassment includes sexual harassment, which is prohibited both
2 under this policy and under the University's Sexual Misconduct Policy.

3
4 Prohibited harassing conduct may include, but is not limited to:

- 5
- 6 • Verbal threats, offensive jokes, epithets, derogatory comments, name-calling, ridicule
7 or mockery, insults, put-downs, or slurs;
- 8 • Gratuitous visual displays such as derogatory and offensive posters, photographs,
9 cartoons, drawings, or gestures;
- 10 • Unwanted physical contact or conduct such as touching, intimidation, or blocking
11 normal movement; • Physical assaults or threats;
- 12 • Stalking or physically assaulting someone;
- 13 • Retaliatory actions against an individual who reports harassment or threatens to
14 report harassment.

15
16 However, petty slights, annoyances, and trivial or isolated incidents (unless extremely serious) will
17 not rise to the level of prohibited or illegal harassment. To be unlawful, the conduct must create an
18 educational or work environment that would be intimidating, hostile, or offensive to a reasonable
19 person.

20 It may be helpful for the victim, if he or she is able, to inform the harasser directly the conduct is
21 unwelcome and must stop.

22 23 C. Retaliation

24
25 Retaliation means any adverse treatment (beyond a slight or annoyance) taken because a person
26 engaged in protected activity (e.g. opposing discriminatory practices, filing a discrimination or
27 discriminatory harassment complaint, or participating in an investigation, conduct hearing or an
28 attempt at resolution, etc.) or for the purpose of interfering with right or privilege granted under
29 antidiscrimination laws.

30 31 Responsibilities of Employees

32
33 All employees are responsible for providing a working and learning environment free from
34 discrimination, harassment, and retaliation. It is the responsibility of employees to:

- 35
- 36 a. Cooperate fully with the University's investigative and corrective procedures;
- 37 b. Refrain from discriminatory, harassing, or retaliatory behavior, whether physical,
38 verbal or non-verbal.

39
40 Administrators, managers and supervisors are responsible for providing a working and learning
41 environment free from discrimination, harassment, and retaliation. It is the responsibility of
42 administrators, managers and supervisors to:

- 43
- 44 a. Take discrimination, harassment, and retaliation concerns seriously;
- 45 b. Take appropriate action to stop discriminatory, harassing, or retaliatory behavior by
46 interceding and reporting it immediately to the Office of Human Resources in accordance
47 with the University discrimination complaint procedure.
- 48 c. Consult with the Human Resources department to assist in addressing inappropriate
49 behavior of co-workers, students and non-employees;
- 50 d. Monitor the work and learning environment for potential discrimination, harassment,
51 and retaliation;

1 e. Follow up on situations that have been addressed and be watchful for potential
2 recurrence or retaliation.

3 Reporting an Incident

4
5
6 If an employee or student believes they have been a victim of any form of discrimination,
7 harassment, or retaliation in the University community or has knowledge of an allegation, the
8 employee or student is to report the incident (or knowledge of it) in writing to the University's Chief
9 EEO officer, the Associate Vice President of Human Resources/Title IX Coordinator. They may also
10 make a report to their immediate supervisor, one of the responsible officials (RO) listed below or any
11 University administrator, who will be responsible for forwarding the complaint to appropriate RO:
12

13 Associate Vice President of Human Resources & Title IX Coordinator 360-688-2290, cjohnson@stmartin.edu	Dean of Student Affairs 360-438-4367, mrichardson@stmartin.edu
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Provost/Vice President Academic Affairs 360-438-4310, KBoyle@stmartin.edu	Director of Public Safety 360-486-8876, WStakelin@stmartin.edu
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14 Individuals may also contact the Office for Civil Rights of the U.S. Department of Education:

15
16 Seattle Office, Office for Civil Rights, U.S. Department of Education
17 915 Second Avenue Room 3310
18 Seattle, WA 98174-1099
19 Telephone: 206-607-1600, FAX: 206-607-1601; TDD: 800-877-8339
20 Email: OCR.Seattle@ed.gov

21 Confidentiality

22
23
24 Saint Martin's University will make every reasonable effort to preserve an individual's privacy and
25 protect the confidentiality of information. Complaints will be treated confidentially to the extent
26 permitted by this policy's reporting requirements and the University's need to investigate and resolve
27 the reported problem. Information concerning an investigation may be disclosed as the University
28 determines it necessary for business purposes or if required by law. The University may keep the
29 names of witnesses and complainants confidential when, at the discretion of the University, doing so
30 is necessary for the protection of the student or employee. However, disciplinary action usually
31 cannot be taken without informing the respondent of the complainant's identity, unless the
32 allegation could be effectively rebutted without knowing who made it. The University will balance any
33 request for confidentiality with its responsibility to provide a safe and non-discriminatory
34 environment for all members of the campus community.
35

36 Review and Investigation

37
38 The University will review and respond to all reports describing conduct inconsistent with this Anti-
39 Harassment and Non-Discrimination Policy. The University will take all reasonable steps to
40 investigate or otherwise determine what occurred and to respond to the report consistent with the
41 complainant's requests; however the University may move forward with an investigation or initiate a
42 disciplinary action or other resolution without the complainant's consent if the University determines
43 that such action is necessary to ensure a safe and non-discriminatory campus. The ultimate goal of
44 the investigation and any subsequent complaint resolution process is to end any discrimination and
45 harassment, prevent its recurrence, and remedy its effects.

1

2 The University will investigate the report in a prompt, thorough, and fair manner. When investigating
3 allegations of discrimination, harassment, and/or retaliation, the University looks at the whole
4 record: the circumstances and nature of the conduct and the context in which the alleged incidents
5 occurred. A determination on the allegations is made from the facts on a case-by-case basis. If
6 deemed necessary or advisable, the University may implement interim measures to provide for the
7 safety and wellbeing of the complainant or other University community members.

8

9 In most cases, the University will attempt to complete the complaint investigation and resolution
10 process within 60 calendar days after a report is made, but that time frame may be extended by the
11 University if necessary.

12

13 Complaint Resolution Procedures

14

15 Complaints against students will be handled under the Student Conduct Code and Student Conduct
16 Disciplinary Procedures.

17

18 All other complaints, including reports alleging violation of this policy by any University staff, faculty,
19 or other community member will be handled by the Associate Vice President of Human
20 Resources/Title IX Coordinator or designee in accordance with the discrimination and harassment
21 complaint procedures in the Employee Handbook.

22

23 False Statements Prohibited

24

25 Anyone who provides false statements regarding the filing of a discrimination or harassment
26 report/complaint or during the investigation of such a report/complaint may be subject to
27 disciplinary or corrective action up to and including termination for employees, or sanctions imposed
28 through the Code of Student Conduct.

29

30 Retaliation Prohibited

31

32 The University does not tolerate any form of retaliation for reporting or participating in any complaint,
33 investigation, judicial process or appeal, or against anyone who is thought to have reported or
34 participated in a complaint or investigation. Engaging in such retaliation or encouraging others to
35 retaliate is a serious violation of this policy and will be considered an independent reason for
36 discipline regardless of whether the underlying complaint is substantiated.

37

38 **II. Appendix B: Saint Martin's University Alcohol and Drug Policy**

39 Saint Martin's University is committed to a safe and secure environment free of Alcohol and Other
40 Drug (AOD) abuse and maintains this commitment in support of academic success, work
41 performance, well-being, and quality of life for all members of its community. It is the conviction of
42 Saint Martin's University the education of the mind, body, and soul are of the utmost importance.
43 Alcohol and other drugs have been shown to adversely affect this ideal. The University is committed
44 to substance abuse prevention, education, and assistance.

45

46 HOUSING AND RESIDENCE LIFE ALCOHOL AND DRUG POLICY

47 Alcohol

48 Possession, consumption, possession by means of consumption (if under the age of 21), and the
49 manufacture, sale, or distribution of alcoholic beverages, is prohibited in or around University-owned
50 or University-controlled housing. Also prohibited is the possession, consumption, distribution or
51 other use of alcohol, on or off University premises, in violation of federal, state or local laws.

1
2 Possession of empty alcohol containers, remaining in a location where alcohol is present, assisting
3 someone else in concealing the product or its effect on an individual, or any other violation of
4 Housing and/or University policies due to alcohol consumption also constitutes a violation of this
5 policy.

6 Drugs

7 Possession, use, manufacture, sale, or distribution of marijuana (including medicinal marijuana or
8 recreational use marijuana), illicit narcotics, or other controlled substances; improper possession,
9 use, manufacture, sale, or distribution of prescription pharmaceuticals in violation of local, state, or
10 federal law; and possession or use of drug paraphernalia is/are prohibited.

11
12 Possession or use of drug paraphernalia, remaining in a location where illicit drugs are present,
13 assisting someone else in concealing the product or its effect on an individual, or any other violation
14 of Housing and/or University policies due to drug use also constitutes a violation of this policy.

15 UNIVERSITY POLICY – ALCOHOL AND DRUGS

16 Policy Statement

17 Saint Martin's University prohibits the illegal or unauthorized possession, use or distribution of
18 alcohol and the possession, use or distribution of illicit drugs by students, faculty, and staff on
19 University premises or as part of any of its activities. Community members participating in SMU
20 sponsored study abroad programs are expected to respect the drinking laws of their host country
21 while upholding the university policy. This Alcohol and Drug Policy is intended to meet, at a
22 minimum, the requirements of all applicable federal and state laws, including but not limited to the
23 Drug-Free Schools and Communities Act of 1986, as amended, and the Drug-Free Workplace Act of
24 1988.

25 In accordance with federal law, this policy applies to: (1) any student enrolled at the University in one
26 or more courses for academic credit, regardless of the length of the student's program of study; (2)
27 any regular or temporary faculty, staff, or student employee of the University; and (3) any visitor or
28 guest on University premises. The conduct prohibited by this policy includes, at a minimum, the
29 unlawful possession, use, or distribution of alcohol and drugs, including "medical or recreational use
30 marijuana," by students, employees, visitors or guest on University premises or as part of its
31 activities.

32 University "premises" include but are not limited to its campus, facilities, housing and vehicles. A
33 University "activity" means any activity sponsored by the University, whether or not it takes place on
34 University premises.

35 The term "alcohol" as used here means hard liquor, wine, beer, and any other alcoholic beverage.
36 A "drug" is any "controlled substance" within the meaning of the Controlled Substance Act [Title 21
37 United States Code (USC) Controlled Substance Act], such as marijuana, cocaine and crack cocaine,
38 amphetamines, ecstasy, psilocybin/mushrooms, heroin, barbiturates, and hallucinogens. The
39 possession, use, or distribution of alcohol or a drug is "unlawful" if such use is prohibited by federal
40 or state law. For further information on the summary of applicable laws go to Summary of
41 Applicable Laws.

42 AVAILABLE DRUG AND ALCOHOL PROGRAMS AND REFERRAL SOURCES

43 Counseling, treatment, rehabilitation, and re-entry programs are available to employees or students
44 and include:

45 ON CAMPUS:

46 * SMU Counseling Center: 360-438-4371

47 * SMU Substance Abuse Prevention Program Coordinator, Jason Kilmer, Ph.D. 360-438-4513

48 -

49 Available to students for evaluations, consultations, and counseling; faculty or staff may contact Dr.
50 Kilmer for any questions or referrals.
51

1

OFF CAMPUS:**Northwest Resources**

2708 Westmoor Court SW
Olympia, WA 98502
360-943-8810

3773 Building A, Suite 105
Martin Way East, Olympia, WA 98506
360-688-7312

2

3

South Sound Clinic – Evergreen Treatment Services

4

6700 Martin Way East, Suite 117
Olympia, WA 98516
360-413-6910

5

6

7

Alternatives Professional Counseling

8

203 4th Ave E., Suite 301
Olympia, WA 98501
360-357-7986

9

10

11

12

Providence St. Peter's Chemical Dependency Center

13

14

15

4800 College St SE
Lacey, WA 98503 360-456-7575

16

The Right Step, Inc

17

18

19

20

801 Sleater-Kinney Rd SE, Suite 20
Lacey, WA 98503
360-923-9585

21

22

23

24

25

Olympia Psychotherapy, Inc

1408 State Ave NE, Suite 110
Olympia, WA 98506
360-352-3034

26

27

28

29

30

ADDITIONAL RESOURCES:

- * BHR Recovery Services: 360-704-7170
- * Safespace: 360-754-6300 – Provides a 24-hour sexual and domestic violence helpline.
- * The Crisis Clinic: 360-586-2800 – Provides a 24-hour crisis line, referrals to providers in the area.
- * Alcohol/Drug Use 24-hour Help Line: 800-562-1240
- * Washington State Alcohol/Drug Clearing House: 800-662-9111

31

32

33

SUPPORT GROUPS:

- * Alcoholics Anonymous (AA): 360-352-7344
- * Alanon: 360-352-7745 – Support for those affected by alcohol use of a friend or family member.
- * Narcotics Anonymous (NA): 360-754-4433

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III. Appendix C: Saint Martin's University Sexual Misconduct Policy

40

41

INTRODUCTION

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45

46

Saint Martin's University seeks to create an environment free from all forms of discrimination and harassment based on sex, gender, gender expression, actual or perceived gender identity, sexual orientation, and sex-based discrimination. It also strives to create an environment that is safe for all. As a result, sexual misconduct of any nature is not tolerated at Saint Martin's University. This policy defines community expectations and outlines the procedures by which the University will determine

1 whether those expectations have been violated. It also provides resources for individuals who
2 encounter sexual misconduct, and outlines some of the campaigns, strategies, and initiatives the
3 University has implemented to promote awareness and educate its community about sexual
4 misconduct.

5 SEXUAL MISCONDUCT POLICY OVERVIEW

6 Sexual misconduct is strictly prohibited by Saint Martin's University. Sexual misconduct includes
7 sexual harassment and sexual violence including, but not limited to, non-consensual sexual
8 intercourse, non-consensual sexual contact, sexual exploitation, domestic violence, dating violence,
9 and stalking. Sexual misconduct, as defined by the University, overlaps with the crimes of rape,
10 sexual assault, sexual harassment, stalking, dating violence and domestic violence. Victims of this
11 conduct are protected by state and federal laws, including Title IX of the Education Amendments of
12 1972 ("Title IX") [[Saint Martin's Title IX Information](#)], and the Clery Act, which mandate the content of
13 this policy.

14 Allegations of sexual misconduct will be investigated and acted upon by the University, regardless of
15 where the conduct occurred, and all reports will be reviewed by the Title IX Coordinator. In the event
16 that allegations of sexual misconduct are confirmed, the University will take appropriate disciplinary
17 actions in accordance with this policy, the Code of Student Conduct, and the Employee Handbook.
18 The University will also employ, where necessary, interim protection measures such as interim
19 suspensions and/or no-contact orders in any case where an individual's behavior represents a risk of
20 violence, threat, or predation.

21 Anyone with knowledge about sexual misconduct is encouraged to report it immediately. The
22 University will make protective measures available to victims irrespective of whether a victim
23 chooses to report to local law enforcement or Public Safety, or pursues a formal complaint through
24 the University resolution process.

25

26 SAINT MARTIN'S UNIVERSITY TITLE IX COORDINATOR

27 Please direct questions about this policy and Title IX to the University's Title IX Coordinator:

28 Cynthia Johnson, SHRM-CP, PHR

29 Associate Vice President for Human Resources & Title IX Coordinator

30 OM 221 360-688-2290 cjohnson@stmartin.edu

31

32 DEFINITIONS

33 1. Sexual Harassment is unwelcome conduct of a sexual nature. It includes, but is not limited
34 to, unwanted sexual advances, requests for sexual favors, and other visual, verbal, nonverbal, or
35 physical conduct of a sexual nature when:

36 a. The conduct denies or limits an individual's ability to participate in or benefit from the
37 University's educational programs;

38 b. The conduct creates a hostile, intimidating, or offensive working or educational
39 environment; or

40 c. Submission to or rejection of such conduct is used as a basis for employment, salary,
41 or other benefit changes affecting an employee or academic decisions affecting a student.

42

43 Sexual harassment, which includes acts of sexual violence, domestic violence, dating violence,
44 sexual assault, and stalking, is a form of sex discrimination that is prohibited by state and federal
45 laws.

46

47 Sexual harassment in the workplace, on campus, or in the classroom, can be between students, co-
48 workers, individuals of the same gender or transgender individuals, a manager and an employee, or
49 an employee and a vendor, student or third party.

50

1 2. Sexual Violence includes physical sexual acts perpetrated against a person's will or where a
2 person is incapable of giving consent. Sexual violence includes rape, sexual assault, sexual
3 battery, sexual abuse, and sexual coercion. Sexual violence is a form of sexual harassment
4 covered by this policy and prohibited by Title IX. (The complete legal definitions of the various
5 offenses can be found in the Revised Code of Washington. Some of the relevant definitions are
6 located in Appendix I at the end of this policy.)
7

8 3. Dating Violence is violence committed by a person who is or has been in a social relationship
9 of a romantic or intimate nature with the victim. The existence of such a relationship shall be
10 determined based on the reporting party's statement and with consideration of the length of the
11 relationship, the type of relationship, and the frequency of interaction between the persons
12 involved in the relationship. For the purpose of this definition:

- 13 a. Dating violence would include, but not be limited to, sexual or physical abuse or the
14 threat of such abuse; and
- 15 b. Dating violence does not include acts meeting the definition of domestic violence.
16

17 4. Domestic Violence includes asserted violent misdemeanor and felony offenses committed:

- 18 a. By a current or former spouse or intimate partner of the victim;
- 19 b. By a person with whom the victim shares a child in common;
- 20 c. By a person who is cohabitating with, or has cohabitated with, the victim as a spouse
21 or intimate partner;
- 22 d. By a person similarly situated to a spouse of the victim under the domestic or family
23 violence laws of the jurisdiction in which the crime of violence occurred, or
- 24 e. By any other person against an adult or youth victim who is protected from that
25 person's acts under the domestic or family violence laws of the jurisdiction in which the
26 crime of violence occurred.
27

28 5. Sexual Assault means an actual sexual contact with another person without that person's
29 consent. Sexual assault includes, but is not limited to:

- 30 a. Involvement in any sexual contact when the victim is unable to consent;
- 31 b. Intentional and unwelcome contact with the breasts, buttocks, groin, or genitals or
32 touching another with any of these body parts or coercing or forcing or attempting to coerce
33 or force another to touch the perpetrator or themselves with or on any of these body parts;
- 34 c. Any touching of the sexual or other intimate parts of a person done for the purpose of
35 gratifying sexual desire of either party or a third party;
- 36 d. Sexual intercourse, which has its ordinary meaning and occurs upon any penetration,
37 however slight, without consent, including acts commonly referred to as "rape."
38

39 6. Stalking means engaging in a course of conduct directed at a specific person that would
40 cause a reasonable person to:

- 41 a. Fear for the person's safety or the safety of others; or
- 42 b. Suffer substantial emotional distress. For the purpose of this definition:
 - 43 ○ "*Course of conduct*" means two or more acts, including, but not limited to,
44 acts in which the individual directly, indirectly, or through third parties, by any action,
45 method, device, or means, follows, monitors, observes, surveils, threatens, or
46 communicates to or about a person, or interferes with a person's property.
 - 47 ○ "*Reasonable person*" means a reasonable person under similar
48 circumstances and with similar identities to the victim.
 - 49 ○ "*Substantial emotional distress*" means significant mental suffering or
50 anguish that may, but does not necessarily, require medical or other professional
51 treatment or counseling.

1
2 7. Consent is an understandable exchange of affirmative words or actions, which indicate a
3 willingness to participate in mutually agreed upon sexual activity. Consent must be informed,
4 freely, and actively given. If coercion, intimidation, threats, or physical force are used there is no
5 consent.
6

7 There is no consent if a person is mentally or physically helpless in a manner that the person cannot
8 understand the fact of, or make a reasonable judgment as to the nature or harmfulness of the
9 conduct, or extent of the sexual situation. This includes incapacitation due to mental disability,
10 alcohol or drug consumption, or being asleep or unconscious. A person who knows or reasonably
11 should have known another person is incapacitated may not engage in sexual activity with the
12 person.

13 There is no consent when there is force, expressed or implied, or use of duress or deception upon
14 the victim which overcomes resistance. Forcible compulsion also means the threat of force,
15 expressed or implied, placing a person in fear of death or physical injury to herself, himself, or
16 another person, or in fear they or another person may be kidnapped unless they consent to sexual
17 activity. In the absence of mutually understandable words or actions, it is the responsibility of the
18 initiator, or the person who wants to engage in the specific sexual activity, to make sure that he/she
19 has the consent from his/her partner(s).

20 Silence does not necessarily constitute consent. Past consent to sexual activity does not imply
21 ongoing future consent. Whether an individual has taken advantage of a position of influence over
22 an alleged victim may be a factor in determining consent. Effective consent may not be given by
23 minors less than 16 years old.
24

25 8. Retaliation is any adverse treatment (beyond a slight or annoyance) that is taken because a
26 person engaged in protected activity (e.g. opposing discriminatory practices, filing a
27 discrimination or discriminatory harassment complaint, participating in an investigation, conduct
28 process, or an attempt at resolution, etc.) or for the purpose of interfering with right or privilege
29 granted under anti-discrimination laws.
30

31 WHERE AND HOW TO GET IMMEDIATE ASSISTANCE FOLLOWING AN INCIDENT OF SEXUAL 32 MISCONDUCT

33 If you are the victim of sexual misconduct, some or all of these safety suggestions may guide you
34 after an incident has occurred:

35 1. Go to a safe place and speak with someone you trust. Tell this person what
36 happened. If there is any immediate danger, whether you are on or off campus, call 911. If
37 there is no immediate danger, contact the Title IX Coordinator at cjohnson@stmartin.edu or
38 360-688-2290 or the Office of Public Safety at 360-438-4555 if you are on campus.
39

40 2. It is the policy of Saint Martin's University not to notify local law enforcement when
41 sexual misconduct occurs unless a victim wishes or there is an emergency threat to health or
42 safety of the campus community. Victims have the option to notify law enforcement directly
43 or to be assisted in doing so by campus authorities. If requested, campus officials can
44 facilitate reporting to local law enforcement but may also respect a victim's request not to do
45 so.
46

47 3. Consider securing immediate professional support (e.g. counseling, victim advocacy,
48 medical services, etc.) to assist you in the crisis. Contact information for these resources is
49 included below.
50

1 4. If you are on campus during regular business hours, you may go to the Saint Martin's
2 University Counseling and Wellness Center, located in the Lynch Building. You may also
3 contact SafePlace (521 Legion Way SE, Olympia, WA 98501) at 360-754-6300 for guidance,
4 support, and information about sexual assault, domestic violence, and sexual abuse 24
5 hours a day. These are both confidential resources. After regular business hours, or in any
6 situation where a victim wishes, local resources are also available and may be able to
7 provide confidential assistance:

- 8
- 9 • The Crisis Clinic: 360-586-2800 (information/referral to community resources)
- 10 • St. Peter Hospital: 360-491-9480
- 11 • SafePlace: 360-754-6300, www.safeplaceolympia.org (rape relief/women's shelter)
- 12 • Domestic Violence Hotline: 800-562-6025

13

14 5. For your safety and well-being, immediate medical attention is encouraged. Further, being
15 examined as soon as possible is important in the case of rape or sexual assault. Providence Saint
16 Peter Hospital's Sexual Assault Clinic offers specially trained staff to handle examinations,
17 counseling referrals, and follow-up medical care. Physical evidence may be collected up to five days
18 (120 hours) after an assault, although the likelihood of capturing evidence decreases over time.
19 Having medical evidence collected promptly does not commit you to reporting or prosecuting the
20 assault. The evidence may be stored until you make a decision whether or not you want to report to
21 law enforcement.

22

23 To preserve evidence, it is recommended you do not bathe, shower, douche, eat,
24 drink, smoke, brush your teeth, urinate, defecate or change clothes before receiving
25 medical attention. Even if you have already taken any of these actions, you are still
26 encouraged to have prompt medical care as evidence may still be recoverable.

27

28 Typically, if police are involved or will be involved, they will obtain evidence from the
29 scene and it is best to leave things undisturbed until their arrival. They will gather
30 bedding, linens or unlaundered clothing and any other pertinent articles for use as
31 evidence. It is best to allow police to secure items in evidence containers but if you are
32 involved in transmission of items of evidence, such as to the hospital, secure them in a
33 clean paper bag or clean sheet to avoid contamination.

34

35 If you have physical injuries take photographs or have them photographed with a
36 date stamp on the photo.

37

38 Record the names of any witnesses and their contact information. This information
39 may be helpful as proof of a crime, to obtain an order of protection or to offer proof of a
40 campus policy violation.

41

42 Try to memorize details (e.g. physical description, names, license plate number, car
43 description, etc.), or even better, write notes to remind you of details if you have time and
44 the ability to do so.

45

46 If you obtain external orders of protection (e.g. restraining orders, injunctions,
47 protection from abuse, etc.), please notify the Office of Public Safety and provide them
48 with a copy of the orders so they may be enforced on campus.

49 6. Even after the immediate crisis has passed, consider seeking support from
50 Counseling and Wellness Center. They can also refer you to additional resources outside of
51 the University.

1
2 7. Contact the Director of Public Safety or either of the two Assistant Directors of Public
3 Safety at 360-438-4555 if you need assistance with any protective measure concerns such
4 as University no-contact orders or other protective measures. The Director and Assistant
5 Directors of Public Safety will also assist in any providing information on how to obtain
6 protective or restraining orders from the Thurston County judicial system. The University is
7 able to offer reasonable academic supports, changes to living arrangements, transportation
8 resources or modifications, escorts, no-contact orders, counseling services and other
9 supports and resources as needed by a victim. The University is also able to offer
10 information about legal assistance (such information does not include legal advice),
11 visa/immigration assistance and student financial aid considerations for victims.
12

13 UNIVERSITY PROCEDURES FOR ADDRESSING SEXUAL MISCONDUCT

14 Saint Martin's University encourages anyone who feels they have been subjected to sexual
15 misconduct to report the incident so that the University can respond appropriately. Complainants
16 have the right to file a criminal complaint and a complaint with the University simultaneously.
17 Complaints can be made to:

18 Associate Vice President for Human Resources/Title IX Coordinator
19 360-688-2290, cjohnson@stmartin.edu

20
21 Dean of Student Affairs
22 360-438-4367, mrichardson@stmartin.edu

23
24 Provost/Vice President for Academic Affairs
25 360-438-4310, KBoyle@stmartin.edu

26
27 Director of Public Safety
28 360-486-8876, WStakelin@stmartin.edu

29
30 Associate Dean of Students, Director of Housing & Residence Life/Student Conduct Coordinator
31 360-486-8856, Jstern@stmartin.edu

32
33 Any complaints or inquiries regarding a student or employee experiencing sexual misconduct from an
34 employee or third party should be brought to the immediate attention of the Associate Vice President
35 for Human Resources/Title IX Coordinator, Dean of Student Affairs, Provost/Vice President for
36 Academic Affairs or Director of Public Safety.

37 Any complaints or inquiries regarding a student experiencing sexual misconduct from another
38 student or third party should be brought to the immediate attention of the parties listed above or the
39 Director of Housing and Residence Life/Student Conduct Coordinator.
40

41 Confidentiality

42 Saint Martin's University will make every reasonable effort to preserve a complainant's privacy and
43 protect the confidentiality of information concerning the complaint. To the extent possible, the
44 University will only disclose information regarding the complaint to individuals who are responsible
45 for handling the University's response.

46 If a complainant requests that his or her name not be revealed to the respondent or asks that the
47 University not investigate or seek action against the respondent, the University will evaluate whether
48 this request can be honored based on the University's legal reporting requirements and the
49 University's need to investigate and resolve the reported problem. All requests for confidentiality will
50 be evaluated by the Title IX Coordinator who will determine whether the request can be honored
51 while still providing a safe and non-discriminatory campus. The University will take all reasonable

1 steps to respond to the complaint consistent with the request. Complainants who request that their
2 identity remain confidential must understand that such a request may limit the ability of the
3 University to fully respond to the incident, conduct an investigation, or pursue disciplinary action
4 against the respondent.

5 Different people at the University have different reporting responsibilities and roles concerning the
6 maintenance of confidentiality, depending on their roles at the University. Some members of the
7 University are required to maintain near complete confidentiality. They include counselors and
8 medical providers in our Counseling and Wellness Center and Health Center and members of the
9 monastic community acting in a pastoral capacity. Most employees of the University, however, are
10 considered "responsible employees" and are required by law to report all details of an incident,
11 including the identities of the Complainant and Respondent, to the Title IX Coordinator.

12 The University is required by law to disclose all reports of on-campus and off-campus sexual
13 misconduct for statistical purposes to the Office of Public Safety and make an annual report to the
14 U.S. Department of Education. These reports, however, will be made without personal identifying
15 information and will not include the name of victim or information that could easily lead to a victim's
16 identification.

17 Records concerning the investigation of and resolution to any complaint of sexual misconduct are
18 maintained confidentially. Information may be shared internally between University personnel who
19 have a legitimate educational interest. Additionally, the University maintains privacy in relation to
20 any accommodations or protective measures afforded to a victim, except to the extent necessary to
21 provide the accommodations and/or protective measures. Typically, if faculty members or
22 administrators are asked to provide accommodations for a specific student or employee, they are
23 told that such accommodations are necessary under Title IX or the Clery Act, but they are not given
24 any details of the incident.

25 University Procedures for Responding to Complaints of Sexual Misconduct

26 When Saint Martin's University receives a report of sexual misconduct, the report will be forwarded to
27 the Title IX Coordinator who will ensure that the reporting party is advised in person and in writing of
28 his/her rights and the on- and off-campus resources available to him/her. If the victim wishes to
29 access local community agencies and/or law enforcement for support, the University will assist
30 him/her in making these contacts. That individual will also be supported in procuring medical
31 and/or counseling services. No victim is required to use these services and resources, but the
32 University provides them in the hopes of offering help and support without condition or qualification.
33 In addition, interim protective measures will be discussed and considered, which may include
34 academic/employment accommodations, changes in housing assignments or building restrictions,
35 adjustments to work and/or activities schedules, visa and/or immigration assistance, no-contact
36 orders, Public Safety escorts, transportation modifications, etc.

37 The Title IX Coordinator is notified of all reports of sexual misconduct, and upon receipt of a
38 complaint, the Coordinator or a designee will meet with the victim to determine the most appropriate
39 response and course of action and review the interim protective measures available to the individual
40 or those which were previously enacted. The Title IX Coordinator will review any preliminary reports
41 or statements and, in consultation with appropriate University officials, promptly initiate an
42 adequate, reliable, and impartial fact-finding investigation, which may be carried out confidentially
43 and/or without prompting a formal adjudication process. To the degree that it is advisable in light of
44 a complainant's request for confidentiality, trained investigators assigned to each case will interview
45 involved parties, request statements, inquire about additional witnesses, document their findings,
46 and submit an investigative report to the Title IX Coordinator. If after reviewing the investigative
47 report and considering the victim's intentions, the Title IX Coordinator determines that the
48 allegations are founded and actionable, the case will be forwarded to the appropriate adjudication
49 body. Complaints of sexual misconduct are typically resolved within 60 days, although the University
50 reserves the right to extend the investigation and/or adjudication process with reasonable and
51 sufficient cause and notice to both the complainant and respondent.

1 Cases involving student respondents will be assigned to the Coordinator of Student Conduct and
2 adjudicated as Administrative Hearings overseen by two staff or faculty conduct officers specifically
3 trained to hear sexual misconduct cases. Those involving employee respondents will be heard and
4 resolved by the Associate Vice President for Human Resources/Title IX Coordinator or designee. In
5 either case, both the complainant and respondent will be provided with the opportunity to review the
6 applicable charges, policies, and disciplinary procedures and formally present information to the
7 appropriate hearing officers. In all cases, equitable rights are afforded to both the complainant and
8 respondent, including:

- 9 • Written notice of charges/allegations and a minimum of three days' notice of a
10 hearing/meeting.
- 11 • Reasonable opportunity to review any written statements submitted by either
12 complainant or respondent prior to a hearing/meeting.
- 13 • Opportunity to request witness statements, interviews, or testimony on their behalf.
14 All requested witnesses will be required to provide a written statement; however, their direct
15 participation in a hearing or meeting will be at the discretion of the appropriate hearing
16 officer.
- 17 • The right to be accompanied by an advisor who may assist, but not represent, the
18 respondent and will not be permitted to address any other participant or actively contribute
19 to the proceedings. Those intending to be accompanied by an attorney must notify the
20 appropriate hearing officer at least 48 hours prior to the meeting, and the University reserves
21 the right to schedule an independent meeting with the attorney to discuss the investigation
22 process and the attorney's role in it.
- 23 • Reasonable accommodations to ensure participants' safety and emotional wellbeing,
24 as deemed appropriate by the Coordinator of Student Conduct and/or Title IX Coordinator.
- 25 • Opportunity to present questions to the hearing officers without directly cross-
26 examining or interrogating other participants.
- 27 • Opportunity to present information on one's own behalf and make an uninterrupted
28 statement before the hearing body.
- 29 • Written notice of the outcome of a hearing, including an explanation of the sanctions
30 (if applicable) and appeals process within 30 days of the hearing. For employees, this
31 summary will also be provided to the individual's supervisor or executive administrator.
- 32 • One appeal of the hearing outcome.

33
34 Once the investigation and resolution process is complete, the appropriate hearing officer(s) and/or
35 University official(s) will make a finding of responsibility based on a preponderance of the evidence
36 standard (i.e. what is more likely than not). The findings may lead to the imposition of sanctions
37 against the respondent, or in the case of faculty to a referral to the Provost for appropriate
38 disciplinary action in accordance with the Faculty Handbook. Both the complainant and respondent
39 will be informed of the outcome in writing within 30 days of the hearing, including the finding and the
40 sanctions (if any). All parties will be informed of the University's appeal processes, and their rights to
41 exercise a request for appeal.

42 For offenses including sexual misconduct, sanctions and/or disciplinary actions range from warning
43 to expulsion/termination. Serious and violent incidents and acts of non-consensual sexual
44 intercourse typically result in suspension, expulsion, or termination of employment. Individuals who
45 lie to investigators (and/or fail to participate in an investigation) may face additional charges and/or
46 sanctions and employees may be subjected to discipline up to and including termination of
47 employment.

48 Retaliation Prohibited

49 This policy and Title IX prohibit retaliation against a complainant or witnesses for filing or
50 participating in the investigation of a sexual misconduct complaint. The University will investigate any
51 reports of retaliation and take appropriate disciplinary action. State and federal law also provide

1 protections for whistleblowers who bring allegations of non-compliance with the Clery Act and/or
2 Title IX to the attention of appropriate campus administrators. The University does not retaliate
3 against those who raise concerns of non-compliance. Any concerns should be brought to the
4 immediate attention of the campus Title IX Coordinator.

5 6 Appeal/Review Process

7 If the complainant or the respondent is not satisfied with the outcome of the investigation, either
8 party may make a written appeal or request for review. Appeals must be submitted within five days
9 after receipt of the written notice of outcome and should be addressed as follows:

- 10 • If both individual are students, the appeal is to be sent to the Dean of Student
11 Affairs; regardless of whether the victim or accused is making the appeal.
- 12 • If one party is a student and the other is a faculty the appeal may be sent to either
13 the Provost or the Dean of Student Affairs depending on who is making the appeal. The
14 Provost and the Dean of Students will work together on the appeal.
- 15 • If one party is a staff member and the other is a student the appeal is to be sent to
16 either the Dean of Student Affairs or the Provost depending on who is making the appeal.
17 The Provost and the Dean of Student Affairs will work together on the appeal.
- 18 • If both individuals are employees (not including student employees), the appeal is to
19 be sent to the Provost.

20
21 The appeal must state specific reasons why the complainant or respondent believes the outcome
22 was unacceptable. Appeals will be considered only if the justification is due to:

- 23 ○ Failure on the part of the investigator or hearing officer(s) to consider relevant information.
- 24 ○ Significant procedural error on the part of the investigator, hearing officer(s), or Title IX
25 Coordinator.
- 26 ○ The severity of the disciplinary actions imposed is disproportionate to the violation.

27
28 Upon accepting the appeal, the Provost and/or Dean of Student Affairs will review the investigation
29 documentation and may let the original outcome stand or, if new information is discovered that is
30 significant enough to alter the original decision, reopen the investigation. Only one appeal from each
31 party will be permitted.

32 The decision on an appeal will be made within a reasonable time (usually within 10 business days).
33 The Provost and/or the Dean of Student Affairs will notify the complainant, respondent, and Title IX
34 Coordinator in writing of the decision. The decision of the Provost and/or Dean of Student Affairs will
35 be final.

36 EDUCATION AND PREVENTION

37 Established in 2013, the University's Violence Against Women Act Team serves as an advisory board
38 and clearinghouse for all sexual assault/harassment, domestic/dating violence, and stalking
39 awareness and prevention programs and campaigns. In collaboration with the Title IX Coordinator,
40 the VAWA Team plans, records, and assesses an array of programming and training opportunities for
41 students, faculty, staff, and other community members. Educational programs are offered to raise
42 awareness for all incoming students and employees and are often held during new student and new
43 employee orientation periods and throughout an incoming student's first semester. The University
44 also requires staff and students to complete online training modules, administers a robust campus
45 climate survey, distributes policy statements and informational pamphlets, and sponsors a variety of
46 poster campaigns throughout the year to raise awareness, aid in prevention, and prompt discussions
47 of institutional policies on sexual misconduct as well as the relevant criminal definitions of sexual
48 offenses under Washington State law. The University's programs also offer information on risk
49 reduction, bystander intervention, victim empowerment, male engagement, and the recognition of
50 warning signs.

1

2 Examples of programs offered to students and employees include, but are not limited to:

- 3 • Green Dot Violence Prevention and Bystander Intervention
- 4 • Sex Signals
- 5 • Take Back The Night
- 6 • The Clothesline Project
- 7 • Saints Against Violence Everywhere
- 8 • Preventing Discrimination & Sexual Violence: Title IX & VAWA for Faculty & Staff
- 9 (Online)
- 10 • Unlawful Harassment Prevention for Higher Education Faculty, Staff and Supervisors
- 11 (Online) Think About It (Online)

12

13 The University strives to encourage bystander engagement through training on safe, positive, and
 14 realistic Green Dot intervention techniques, which are taught to all first-year and transfer students
 15 during the *Incipio* orientation program. Bystander empowerment training highlights the need for
 16 those who intervene to ensure their own safety in the intervention techniques they choose and
 17 motivates them to intervene as stakeholders in the safety of the community when others might
 18 choose to be bystanders. If you have any questions about the University's Sexual Misconduct
 19 training and programming, please contact Justin Stern, Chair of the Violence Against Women Act
 20 Team, at (360) 486-8856 or JStern@stmartin.edu.

21 **SEX OFFENDERS**

22 In accordance with the Campus Sex Crimes Prevention Act of 2000, which amends the Jacob
 23 Wetterling Crimes Against Children and Sexually Violent Offender Registration Act, the Jeanne Clery
 24 Act and the Family Educational Rights and Privacy Act of 1974, the University is providing a link to
 25 the Thurston County and Washington State Sex Offender Registry. All sex offenders are required to
 26 register in the state of Washington and to provide notice of each institution of higher education in
 27 the state at which the person is employed, carries out a vocation, or is a student. [Thurston County
 28 Sex Offender Watch - Washington Sex Offender Information](#)

29 In addition to the above notice to the State of Washington, all sex offenders are required to deliver
 30 written notice of their status as a sex offender to the University's Director of Public Safety no later
 31 than three (3) business days prior to their enrollment in, employment with, volunteering at, or
 32 residence in the University. Such notification may be disseminated by the University to, and for the
 33 safety and well-being of, the campus community, and may be considered by the University for
 34 enrollment and discipline purposes.

35 **OTHER RESOURCES**

36 [Student Handbook](#): Includes the Code of Student Conduct containing policies and procedures
 37 related to student behavior and conduct.

38 [Employee Handbook](#): Includes policies and procedures related to employment and working
 39 conditions for employees.

40

41 **REVISED CODE OF WASHINGTON DEFINITION OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND
 42 STALKING**43 **RCW 26.50.010 -**

44 (1) "Domestic violence" means: (a) Physical harm, bodily injury, assault, or the infliction of fear of
 45 imminent physical harm, bodily injury or assault, between family or household members; (b) sexual
 46 assault of one family or household member by another; or (c) stalking as defined in RCW [9A.46.110](#)
 47 of one family or household member by another family or household member.

48 (2) "Family or household members" means spouses, domestic partners, former spouses, former
 49 domestic partners, persons who have a child in common regardless of whether they have been
 50 married or have lived together at any time, adult persons related by blood or marriage, adult persons
 51 who are presently residing together or who have resided together in the past, persons sixteen years

1 of age or older who are presently residing together or who have resided together in the past and who
2 have or have had a dating relationship, persons sixteen years of age or older with whom a person
3 sixteen years of age or older has or has had a dating relationship, and persons who have a biological
4 or legal parent-child relationship, including stepparents and stepchildren and grandparents and
5 grandchildren.

6 (3) "Dating relationship" means a social relationship of a romantic nature. Factors that the court
7 may consider in making this determination include: (a) The length of time the relationship has
8 existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.

9 RCW 9A.46.110 – STALKING

10 (1) A person commits the crime of stalking if, without lawful authority and under circumstances not
11 amounting to a felony attempt of another crime:

12 (a) He or she intentionally and repeatedly harasses or repeatedly follows another person; and

13 (b) The person being harassed or followed is placed in fear that the stalker intends to injure the
14 person, another person, or property of the person or of another person. The feeling of fear must be
15 one that a reasonable person in the same situation would experience under all the circumstances;
16 and

17 (c) The stalker either:

18 (i) Intends to frighten, intimidate, or harass the person; or

19 (ii) Knows or reasonably should know that the person is afraid, intimidated, or harassed
20 even if the stalker did not intend to place the person in fear or intimidate or harass the person.

21
22 (2)(a) It is not a defense to the crime of stalking under subsection (1)(c)(i) of this section that the
23 stalker was not given actual notice that the person did not want the stalker to contact or follow the
24 person; and

25
26 (b) It is not a defense to the crime of stalking under subsection (1)(c)(ii) of this section that the
27 stalker did not intend to frighten, intimidate, or harass the person.

28
29 (3) It shall be a defense to the crime of stalking that the defendant is a licensed private
30 investigator acting within the capacity of his or her license as provided by chapter [18.165](#) RCW.

31
32 (4) Attempts to contact or follow the person after being given actual notice that the person does
33 not want to be contacted or followed constitutes prima facie evidence that the stalker intends to
34 intimidate or harass the person. "Contact" includes, in addition to any other form of contact or
35 communication, the sending of an electronic communication to the person.

36
37 (5)(a) Except as provided in (b) of this subsection, a person who stalks another person is guilty of
38 a gross misdemeanor.

39
40 (b) A person who stalks another is guilty of a class B felony if any of the following applies: (i) The
41 stalker has previously been convicted in this state or any other state of any crime of harassment, as
42 defined in RCW [9A.46.060](#), of the same victim or members of the victim's family or household or any
43 person specifically named in a protective order; (ii) the stalking violates any protective order
44 protecting the person being stalked; (iii) the stalker has previously been convicted of a gross
45 misdemeanor or felony stalking offense under this section for stalking another person; (iv) the
46 stalker was armed with a deadly weapon, as defined in RCW [9.94A.825](#), while stalking the person;
47 (v)(A) the stalker's victim is or was a law enforcement officer; judge; juror; attorney; victim advocate;
48 legislator; community corrections' officer; an employee, contract staff person, or volunteer of a
49 correctional agency; court employee, court clerk, or courthouse facilitator; or an employee of the
50 child protective, child welfare, or adult protective services division within the department of social
51 and health services; and (B) the stalker stalked the victim to retaliate against the victim for an act

1 the victim performed during the course of official duties or to influence the victim's performance of
2 official duties; or (vi) the stalker's victim is a current, former, or prospective witness in an
3 adjudicative proceeding, and the stalker stalked the victim to retaliate against the victim as a result
4 of the victim's testimony or potential testimony.

5
6 (6) As used in this section:

7
8 (a) "Correctional agency" means a person working for the department of natural
9 resources in a correctional setting or any state, county, or municipally operated agency with
10 the authority to direct the release of a person serving a sentence or term of confinement and
11 includes but is not limited to the department of corrections, the indeterminate sentence
12 review board, and the department of social and health services.

13
14 (b) "Follows" means deliberately maintaining visual or physical proximity to a specific
15 person over a period of time. A finding that the alleged stalker repeatedly and deliberately
16 appears at the person's home, school, place of employment, business, or any other location
17 to maintain visual or physical proximity to the person is sufficient to find that the alleged
18 stalker follows the person. It is not necessary to establish that the alleged stalker follows the
19 person while in transit from one location to another.

20
21 (c) "Harasses" means unlawful harassment as defined in RCW [10.14.020](#).

22
23 (d) "Protective order" means any temporary or permanent court order prohibiting or
24 limiting violence against, harassment of, contact or communication with, or physical proximity
25 to another person.

26
27 (e) "Repeatedly" means on two or more separate occasions.

28 The complete Washington State rape and sexual assault offense definitions are found in the
29 following Chapters of the Revised Code of Washington:

30 [Chapter 26.50 RCW](#)

31 [Chapter 9A.44 RCW](#)

32 [Chapter 9A.64 RCW](#)

33 [Chapter 10.99 RCW](#)