



Adler Graduate School Policy Manual

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Table of Contents

Section 1: Full FMLA Leave Policy	3
1-1 Family Medical Leave of Absence Policy.....	3
Section 2: Full ADA Policy	11
2-1. ADA Reasonable Accommodations for employees, applicants, and visitors.....	11
Section 3: Gender-Based Misconduct Policy	25
3-1. Full Gender-Based Misconduct Policy.....	25
Section 4: Identity Theft Prevention (AKA “Red Flags Rule”) Policy	41
4-1. Full Identify Theft Prevention (AKA. “Red Flags Rule”) Policy.....	41
Section 5: Travel Expense Report	45
5-1. Travel Expense Report.....	45
Section 6: Mileage Log and Expense Report	46
6-1. Mileage Log and Expense Report.....	46

Section 1: Family Medical Leave of Absence

1-1. Family Medical Leave of Absence Policy

FAMILY MEDICAL LEAVE OF ABSENCE POLICY

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Human Resource Department.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Organization for at least 12 months (which need not be consecutive); 2) have been employed by the Organization for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

II. Entitlements

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a **"rolling" 12-month period measured backwards from when an employee first uses FMLA leave.** Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;

- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth or related health condition) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work. The employee is responsible for the health care premiums. Contact the Human Resource Office about payment options prior to the leave.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Organization substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. The Organization will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Organization telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Organization's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Organization may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Organization's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Organization and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Organization of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the Human Resource Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave to allow the Organization to determine if the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or

- if the leave is for a family member, that the condition renders the family member unable to perform daily activities, or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Organization's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Organization has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Organization notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Organization and make a reasonable effort to schedule treatment so as not to unduly disrupt the Organization's operations, subject to the approval of an employee's health care provider. Employees must consult with the Organization prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Organization and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Organization may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Organization may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to

alternative positions with equivalent pay and benefits for which the employees are qualified and that better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Organization of the reasons why such leave is medically necessary. In such instances, the Organization and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Organization's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Organization with timely, complete, and sufficient medical certifications. Whenever the Organization requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Organization's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Organization shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Organization will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications. With the employee's permission, the Organization (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Organization with authorization allowing it to clarify or authenticate certifications with health care providers, the Organization may deny FMLA leave if certifications are unclear.

Whenever the Organization deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they

should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Organization has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Organization's expense. If the opinions of the initial and second health care providers differ, the Organization may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Organization and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Organization may require employees to provide recertification of medical conditions giving rise to the need for leave. The Organization will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Organization with medical certification that they are able to return to work and that they are able to perform the essential functions of the employees' position, with or without reasonable accommodation. The Organization may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Organization may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Organization may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Organization may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees **must** use any accrued paid time while taking unpaid FMLA leave (unless the Organization specifically informs employees that this will not be required). The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon request, the Organization will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the Organization notifies employees of other arrangements, whenever employees are receiving pay from the Organization during FMLA leave, the Organization will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Organization upon leave. The Organization's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Organization will send a letter notifying the employee that coverage will be dropped on a specified date unless the payment is received before that date. If employees do not return to work within 30 calendar days of the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Organization for the cost of the premiums the Organization paid for maintaining coverage during their unpaid FMLA leave.

IV. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA/MPPLA policy, please contact the Human Resource Department. The Organization is committed to complying with the FMLA/MPPLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/MPPLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any rights provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the President immediately. The Organization will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

V. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Organization's other leave policies in the Employee Manual or the Human Resource Department.

Section 2: ADA Reasonable Accommodations for Employees, Applicants, and Visitors

Section 2-1. Full ADA Policy

ADA REASONABLE ACCOMMODATIONS FOR EMPLOYEES, APPLICANTS, AND VISITORS

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide **Reasonable Accommodations** to applicants and employees who are qualified for a job, with or without **Reasonable Accommodations**, so that they may perform the **Essential Functions** of the position.

It is the policy of Adler Graduate School (AGS, the “College”) to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issues by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is AGS policy not to discriminate against **Qualified Individuals with Disabilities** with regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

AGS will reasonably accommodate **Qualified Individuals with a Disability** so they can perform the **Essential Functions** of a job unless doing so would cause a **Direct Threat** to these individuals or others in the workplace and the threat cannot be eliminated by **Reasonable Accommodation** or if the accommodation creates an **Undue Hardship** to the College.

All safety rules must be complied with at all times. Every effort will be made to place individuals in positions for which they are qualified. However, in the event an individual is placed in a position where, with or without a **Reasonable Accommodation**, they would create a **Direct Threat** to their own safety or health or that of others, the College may remove them from the position until they can obtain medical documentation regarding their ability to safely perform the essential functions of the position.

AGS is not required to make an accommodation that would impose an **Undue Hardship** on the operation of College business or would change the **Essential Functions** of an employee's position. AGS prohibits retaliation against an individual who requests an accommodation in good faith.

Definitions

Direct Threat – A significant risk to the health, safety, or well-being of the individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.

Disability – The term “Disability” means, with respect to an individual:

- A physical or mental impairment that substantially limits one or more **Major Life Activities** of such individual
- A record of such an impairment
- Being **Regarded as Having such an Impairment**; or
- An impairment that is episodic or in remission if it substantially limits a **Major Life Activity**

Employee – Individuals employed by AGS, including full-time and adjunct faculty members, staff, and student employees.

Essential Function(s) – The fundamental duties of the position or the primary reason the position exists. The College is not required to eliminate an **Essential Function** from the position, or to lower quality or performance standards to make an accommodation, as long as those standards are applied uniformly to employees with or without a **Disability**. The College is not required to create a new position to accommodate an employee. The College determines as to whether a job function is “**Essential**” on a case-by-case basis. Some of the factors used in determining whether a job function is “**Essential**” are:

- Whether the reason the position exists is to perform that function
- The number of other employees available to perform the function or among whom the performance of the function can be distributed; and
- The degree of expertise or skill required to perform the function

Has a Record of an Impairment – An individual has a record of an impairment if that individual has a history of, or has been classified as having, a mental or physical impairment that substantially limits one or more **Major Life Activities**.

Major Life Activities

- In General – **Major Life Activities** include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.
- Major Bodily Functions – A **Major Life Activity** also includes physical or mental impairment, such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formally termed “mental retardation”), organic brain syndrome, emotional or mental illness and specific learning disabilities.

Qualified Individual with a Disability – An employee or applicant for employment who, with or without a **Reasonable Accommodation** can perform the **Essential Functions** of the position.

Reasonable Accommodation – Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified work schedules; telecommuting; reassignment to a vacant position; acquisition or modification of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities. Reasonable accommodations can also include leaves of absence and/or scheduling changes.

The College is not obligated to and will not provide personal use items needed in accomplishing daily activities (i.e., glasses, hearing aids, prosthetic limbs, wheelchair).

Regarded as Having such an Impairment – An individual is **Regarded as Having such an Impairment** if the individual is subjected to prohibited discrimination because of an actual or perceived physical or mental impairment, whether or not the impairment **substantially limits** or is perceived to substantially limit a **major life activity**. Individuals who are regarded as having an impairment that is objectively both transitory (with an actual or expected duration of six months or less) and minor are not protected from discrimination under this definition of disability. In addition, employers are not required to provide a **reasonable accommodation** to individuals who are regarded as having such an impairment if they are only covered under this definition of disability.

When determining if a condition is a **Disability** under this Policy, the College will not take into consideration any “mitigating measures”, such as prescription drugs, medical equipment, prosthetics, or other remedies, beyond ordinary glasses or contact lenses.

Substantially Limiting – In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment. An impairment that is episodic or in remission may also meet the definition of a disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy,

hypertension, asthma, diabetes, major depressive disorder, bipolar disorder, and schizophrenia. An impairment, such as cancer, that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADA regulations.

Undue Hardship – An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

- The nature and cost of the accommodation.
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
- The overall financial resources of the employer; the size, number, type, and location of facilities.
- The type of operations of the company, including the composition, structure, and functions of the workforce; administrative or fiscal relationship of the facility involved in making the accommodation to the employer.

Procedures

The Human Resource Office or designee has responsibility for ADA compliance and for engaging in an interactive process to determine whether an employee or applicant is a **Qualified Individual with a Disability** for the purposes of providing a **Reasonable Accommodation**. Individuals may self-identify with the Human Resource Office even if no accommodation is requested. There is no obligation on the part of the College to determine or identify the need for an accommodation absent an employee's or applicant's specific request.

1. Employee requests for reasonable accommodations must be made to the Human Resource Office by completing and submitting the attached Request for Reasonable Accommodation Employee Questionnaire.
2. The Human Resource Office or designee may request medical documentation of the individual's functional limitations to support the request by providing the employee with the attached Authorization for Release of Medical Information and Request for Reasonable Accommodation Physician Questionnaire to take to their physician. Any medical documentation will be collected and maintained in accordance with appropriate confidentiality procedures.
3. The Human Resource Office or designee will facilitate an interactive process between the employee and the supervisor to determine if a reasonable accommodation can be provided to the employee. The employee must communicate how the disability affects their ability to perform the essential functions of the job and identify what workplace accommodations are necessary to assist in performing the job duties.
4. The Human Resource Office or designee and the employee's supervisor will discuss provide information on the essential functions of the position and the impact the requested accommodation will have on the operations of the College. The supervisor will also provide input on the effectiveness each potential accommodation would have in allowing the employee to perform the essential functions of the position.

5. Upon completion of the interactive process, the Human Resource Office or designee is responsible for assessing if the employee's requested workplace accommodation is reasonable and determining what, if any, accommodation is most appropriate for both the employee and the College. While consideration will be given to the employee's preference, the College will choose from among reasonably effective accommodations and may select and implement the one that is most cost effective and easiest to provide.
6. The Human Resource Office or designee will provide a written decision within 30 calendar days from the date of the employee request and will notify the employee and the employee's supervisor if a longer period is needed.

Confidentiality

Information regarding requests for accommodations will be kept confidential and shared with others only if they have a legitimate business reason to know. Supervisors and managers will be informed of the functional limitations of an employee caused by a physical or mental impairment. Medical documentation regarding an employee's diagnosis will be shared only with the Human Resource Office unless the employee specifically authorizes sharing this information with the supervisor or manager or other College personnel.

Questions or concerns about this policy should be brought to the attention of the Human Resource Office without fear of reprisal. Anyone found to be in violation of this policy will be subject to disciplinary actions, up to and including termination of employment.

REQUEST FOR REASONABLE ACCOMMODATION EMPLOYEE QUESTIONNAIRE

Name of Employee: _____

Current Position: _____

Department: _____

Supervisor: _____

Email Address: **Work:** _____

Personal: _____

Phone Number: **Work:** _____

Personal: _____

The purpose of this form is to provide you with an opportunity to request an accommodation that will enable you to perform each of the essential functions of your job. In accordance with the Americans with Disabilities Act (ADA) and/or applicable state law, it is our policy to provide reasonable accommodations, where possible, for our employees with disabilities. Reasonable accommodations are those that are both medically necessary and economically feasible.

Please understand that we are not calling you disabled, nor do we perceive you to be so, simply because you fill out this form, or because we may provide you with an accommodation. Instead, we are trying to help you succeed at your job by working interactively with you to reasonably remove any barriers that may be in your way.

We cannot provide you with an accommodation without your help. Therefore, we need you to give us specific information pertaining to your condition and the accommodation you are requesting. Keep in mind that any information you give us regarding your medical condition will be kept in a confidential medical file. Access to this file will be limited to only those with a need to know.

Please answer the following questions, giving as much detail as possible. Once we receive the information we need, we will be able to work with you to determine whether an accommodation is possible.

1. **Please identify and describe the nature, extent, and duration of your disability or medical condition that requires your requested accommodation.**

2. **Please identify and describe what essential functions or your job are affected by your disability or medical condition.**
(For a description of the essential functions for your position, please refer to the job description attached to this form.)

3. **Please identify and describe the accommodations you believe are needed to enable you to perform the essential functions of this job.**

4. **Please describe how the accommodations you are requesting will enable you to perform the essential functions of your job that have been affected by your disability or medical condition.**

5. **Please identify and describe any ways in which your ability to perform the essential functions of your job will be impaired, even with the requested accommodation, if any.**

6. **Please identify and describe any known costs associated with your requested accommodation.**

Please note that simply completing this form does not mean we can or will accommodate your disability or medical condition nor does it mean this is the only information we will need to evaluate your request. However, it is the essential first step in determining whether we can provide you with an accommodation.

Once we receive this completed form and the Request for Reasonable Accommodation Physician Questionnaire from your physician, we will schedule a meeting to review your condition and our options. Failure to complete this form or provide a completed Physician Accommodation Questionnaire may prevent us from providing you with any accommodation.

Employee Name (please print)

Date

Employee Signature

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To: (Name and address of Hospital/Clinic/Physician)

Re: Patient: _____

Social Security Number: _____

Date of Birth: _____

Scope of Authorization

By this authorization, I specifically authorize any physicians, doctors, medical personnel, or employees of your facility to speak with and respond to questions from Adler Graduate School, my current or potential employer.

The information requested is to be used for the purpose of determining either my eligibility for employment or benefits with my employer, my ability to perform the essential functions or my job without posing a direct threat to myself or others, and/or any accommodations that may be necessary to enable me to perform my job. I do not authorize the re-release of this information to any third parties not possessing a separate authorization specifically allowing for such release.

If requested, this authorization covers the release of all medical information that my employer may require for one of the purposes listed above (including, but not limited to, that which involves treatment for alcohol and/or drug abuse, psychiatric and/or psychological care and counseling) maintained while I was a patient at, or receiving treatment from, anyone at your facility on any date. This authorization specifically includes records, opinions, and correspondence prepared prior to the date of this authorization, and records, opinions, and correspondence prepared up to one year after the date of this authorization.

GINA Restrictions

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information”, as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Revocation

I understand that I may revoke this consent in writing at any time, but that such revocation may adversely affect my employment with the organization requesting these records. This consent will automatically expire upon express contact from the requesting organization, or upon the passage of one year from the date of this authorization is signed, whichever comes first. A photocopy of this authorization shall be treated with the same force and validity as the original.

Signature of Patient/Guardian

Relationship to Patient

Date

Reason Patient Unable to Sign

**REQUEST FOR REASONABLE ACCOMMODATION
PHYSICIAN QUESTIONNAIRE**

Patient/Employee Name: _____

Patient/Employee Date of Birth: _____

Please return this completed form to:

Name: _____

Company Name: _____

Address: _____

Phone/Fax Number: _____

Email Address: _____

Your patient (our employee) is in the process of requesting an accommodation in the workplace to help her/him to perform each of the essential functions of her/his job. In accordance with the Americans with Disabilities Act (ADA) and/or applicable state law, it is our policy to provide reasonable accommodations, where possible, for our employees with disabilities.

So that we may determine what accommodations may be possible, we are asking that you provide us with some basic information concerning the employee's medical condition and related restrictions, as well as any suggestions you may have regarding possible accommodations. The supplement attached to this Questionnaire contains some explanatory text of certain terms that appear in **bold and italic** that you may find helpful when completing this form. In the supplement, you will also find a statement asking you not to provide genetic information regarding the employee pursuant to GINA. Finally, we have also attached a copy of the employee's job description to assist you. Please feel free to attach additional information as necessary to fully respond to the questions below.

Ultimately, we are hoping we can work with the employee to reasonably remove any barriers that may be preventing him or her from performing the essential functions of the job. Thank you for taking the time to answer the questions on the following pages in order to help us figure out what we can do for your patient/our employee.

1. **Describe the nature of the employee's disability or medical condition that is the basis for the employee's request for a leave of absence or accommodation.**

2. **Describe in detail how the disability or medical condition limits or affects the employee in one or more *major life activities*.**

3. **Please describe in detail any work restrictions and/or how the disability or medical condition may otherwise affect the employee's ability to perform the functions of her/his job.**

4. **Does the disability or medical condition pose a *direct threat* to the employee or others in the workplace and, if so, what are your concerns?**

5. **Considering the restrictions and limitations discussed above, describe any *reasonable accommodation(s)* that you believe would allow the employee to perform the functions or her/his job, including *reasonable accommodation(s)* that would eliminate a *direct threat* to the employee or others in the workplace.**

If the disability or medical condition necessitates a leave of absence from work, please provide:

- a. The expected duration of the leave of absence needed:

b. The estimated date you expect the employee to be able to return to work:

c. Describe anticipated work restrictions (if any) at the end of the leave and your best estimate as to the duration of those restrictions:

Medical Provider Name (please print)

Title

Medical Provider Signature

Date

PHYSICIAN QUESTIONNAIRE SUPPLEMENT

GINA Restrictions

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information”, as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Major life activities include:

- In General – **Major Life Activities** include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.
- Major Bodily Functions – A **Major Life Activity** also includes physical or mental impairment, such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formally termed “mental retardation”), organic brain syndrome, emotional or mental illness and specific learning disabilities.

In describing how the medical condition limits a *major life activity*, you should disregard the beneficial effects of any mitigating measures, such as medication, medical supplies and equipment, prosthetics, mobility devices, etc. Also, for conditions that are episodic or in remission, describe how the condition would limit a *major life activity* while active.

Direct threat means a significant risk to the health, safety, or well-being of the individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation. Factors to be considered in determining whether the employee would pose a *direct threat* include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The imminence of the potential harm.

Reasonable accommodation means modification or adjustments to the work environment or the manner or circumstance under which a position is customarily performed that enables an employee with a disability to perform the essential functions of the position and/or to enjoy equal benefits and privileges of employment. Reasonable accommodations can also include leaves of absence and/or scheduling changes.

Section 3: Gender-Based Misconduct Policy

Section 3-1. Gender-Based Misconduct Policy

Introduction

Members of the Adler Graduate School (AGS) community have the right to be free from all forms of gender-based misconduct. As required by Title IX, AGS does not discriminate on the basis of gender in its educational programs and activities. All members of the campus community are expected to conduct themselves in a manner that does not infringe upon the rights of others. AGS believes in a zero tolerance policy for gender-based misconduct and encourages those who believe they have been subject to gender-based discrimination, misconduct, or harassment (including sexual violence, sexual assault, or relationship violence) by a student, member of the faculty or staff, or campus visitor or contractor, including incidents that occur off College premises, to immediately report the incident to any of the individuals or offices listed below.

Katherine Bengtson (Title IX Coordinator)
Vice President for Finance and Administration
katherine.bengtson@alfredadler.edu
612-767-7068

OR Meg Whiston (Title IX Investigator)
Director of Student Success Services
meg.whiston@alfredadler.edu
612-767-7096

Adler Graduate School
10225 Yellow Circle Drive
Minnetonka, MN 55343

OR

U.S. Department of Education
Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Avenue SW
Washington, D.C. 20202-1100

OCR@ed.gov

800-421-3481 (phone)
800-877-8339 (fax)

Responsible Employees

Under Title IX, all employees are designated as Responsible Employees and are obligated to report gender-based discrimination, misconduct, or harassment (including sexual violence, sexual assault, or relationship violence) to the Title IX Coordinator or, if the Coordinator is not available, to the Title IX Investigator.

Responsible Employees will inform the complainant of the Employee's obligation to report the names of the complainant and the accused involved in the alleged incident, as well as relevant facts regarding the alleged incident; the complainant's option to request that the College maintain his or her confidentiality, which the Title IX Coordinator will consider; and the complainant's ability to share the information confidentially with counseling, advocacy, health, mental health, or sexual assault-related services. Failure of a Responsible Employee to report an incident or incidents of gender-based discrimination, misconduct, or harassment (including sexual violence, sexual assault, or relationship violence) of which they become aware is a violation of this policy and is subject to disciplinary action ranging from a warning up to and including termination of employment.

Confidential Reporting

If a complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal resolution to be pursued, the complainant may make such a request to the Title IX Coordinator or Title IX Investigator, who will evaluate that request in light of the duty to ensure the safety of the campus and comply with federal law.

In cases involving pattern, predation, threat, weapons, and/or violence, the College will likely be unable to honor a request for confidentiality. In cases where the survivor requests confidentiality and the circumstances allow the College to honor that request, the College will offer interim supports and remedies to the survivor and the community but will not otherwise pursue formal action. A complainant has the right and can expect to have reports taken seriously by the College when formally reported and to have those incidents investigated and properly resolved through these procedures.

Formal reporting still affords privacy to the complainant and only a small group of officials who need to know will be told. Information will be shared, as necessary, with investigators, witnesses, and the responding party. The group of people with this knowledge will be kept as tight as possible to preserve a complainant's rights and privacy.

If a complainant would like the details of an incident to be kept confidential, he/she may speak with:

- Off-campus Licensed Professional Counselors
- Local rape crisis counselors
- Domestic violence resources

- Local or State assistance agencies
- Members of the clergy

Federal Statistical Reporting Obligations

Certain campus officials have a duty to report sexual assault, domestic violence, dating violence, and stalking for federal statistical reporting purposes (Clery Act). All personally identifiable information is kept confidential, but statistical information must be passed along regarding the type of incident and its general location for publication in the Annual Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime to ensure greater community safety. This reporting protects the identity of the survivor and may be done anonymously.

Federal Timely Warning Reporting Obligations

Survivors of gender-based misconduct should also be aware that College administrators must issue immediate timely warnings for incidents reported to them that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. The College will make every effort to ensure that a survivor's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger.

Available Interim Measures

Interim measures are those services, accommodations, or other assistance the College puts in place for survivors after receiving notice of alleged gender-based misconduct but before any final outcomes have been determined. The College wants students to be safe, to receive appropriate medical attention, and to get the help they need to heal and to continue to access their educational opportunities. We also want students to understand their reporting options and how to access available interim measures. The College encourages survivors of gender-based misconduct to report those incidents to the College's Title IX Coordinator, Title IX Investigator, or any Responsible Employee with whom the survivor feels comfortable. The College recognizes that gender-based misconduct is traumatic and may leave survivors feeling overwhelmed and confused. This policy seeks to provide clear guidance regarding available resources and who can help in securing them.

Upon receiving a report of gender-based misconduct, the College will provide the survivor, or the survivor's counselor or advocate, with a written explanation of the interim measures available through local community resources (see Addendum A) and shall ask survivors, or their counselors or advocates, what measures are sought. Some possible interim measures are listed below. The College determines which measures are appropriate for a particular survivor on a case-by-case basis. Not all of the measures listed below will be necessary in every case to keep survivors safe and ensure their equal access to educational programs and activities. If the survivor or advocate identifies an interim measure that is not already provided by the College, the College will consider whether the request can be granted. In those instances where interim measures affect both a survivor and the alleged perpetrator, the College will minimize the burden on the survivor wherever appropriate.

A survivor of gender-based misconduct, or the survivor's counselor or advocate, may request the interim measures listed below. The College, after consulting with the survivor, or the survivor's counselor or advocate, will determine which measures are appropriate to ensure the survivor's safety and equal access to educational programs and activities:

- Academic accommodations (for additional information, see below)
- Medical and mental health services, including counseling
- Assistance in arranging for alternative College employment arrangements and/or changing work schedules
- A “No Contact” directive pending the outcome of an investigation. Such a directive serves as notice to both parties that they must not have verbal, electronic, written, or third party communication with one another
- Assistance identifying an advocate to help secure additional resources or assistance, including off-campus and community advocacy, support, and services.

The College will work with survivors or their counselors or advocates to identify what interim measures are appropriate in the short term (e.g., during the pendency of an investigation or other school response) and will continue to work collaboratively throughout the College’s process and as needed thereafter to assess whether the instituted measures are effective and, if not, what additional or different measures are necessary to keep the survivor safe.

As explained below, when a survivor’s counselor or advocate requests any of these measures on the survivor’s behalf without disclosing that gender-based misconduct as the basis for the request, the College will consider these requests for supportive measures consistent with its general policy of allowing counselors and advocates to seek such measures for survivors of trauma without requiring that the nature of the trauma be disclosed.

Academic Accommodations

Academic accommodations are one type of interim measure the College may provide to a survivor after receiving notice of alleged gender-based misconduct to ensure the survivor is safe and can continue to access educational opportunities following alleged gender-based misconduct. To address the possible adverse effects of gender-based misconduct on a survivor’s academics, it may be possible to secure time-limited academic accommodations. If the survivor experiences persistent academic difficulties as a result of gender-based misconduct (e.g., including difficulties stemming from anxiety, depression, post-traumatic stress disorder or any other mental or physical illnesses or injuries), the survivor may request more long-term academic accommodations, such as a temporary leave of absence.

Survivors of gender-based misconduct, or the survivor’s counselor or advocate, may request the following academic accommodations as interim measures. The College, after consulting with the survivor or the survivor’s counselor or advocate, will determine which accommodations are appropriate to ensure the survivor’s safety and equal access to educational program and activities. Requests for academic accommodations may include assistance in:

- Transferring to another section of a class
- Rescheduling an academic assignment or test
- Accessing academic support
- Arranging for incompletes, a leave of absence, or withdrawal from College
- Preserving eligibility for academic or other scholarships, financial aid, internships, or study abroad

Options for Requesting Interim Measures or Supportive Measures

The College offers survivors of gender-based misconduct two options for reporting the misconduct and requesting interim measures required by Title IX. The first option allows the survivor to report the misconduct to a College employee whom the College has designated as responsible for receiving and/or responding to reports of gender-based misconduct and to request interim measures from these Responsible Employees.

The second option allows a survivor who has not reported the misconduct to a Responsible Employee to disclose the misconduct to a professional or non-professional counselor or survivor advocate who, in turn, can request interim measures on the survivor's behalf from the College. Under the second option, survivors should be aware that, when a counselor or advocate requests interim measures on their behalf from a Responsible Employee of the College and discloses that the reason for the request is gender-based misconduct, the request may trigger the College's Title IX obligation to investigate. To the extent the counselor or advocate makes such a disclosure but, consistent with the survivor's wishes, asks that the College not investigate or otherwise notify the alleged perpetrator of the report, the Title IX Coordinator or Title IX Investigator will consider whether it can honor the request while still providing a safe and nondiscriminatory environment for all students, as set forth in the **Confidential Reporting** section above, and take interim measures to protect the survivor as necessary.

The College also offers survivors an option for the survivor's counselor or advocate to request supportive measures from the College without reporting the gender-based misconduct to the College. While we strongly encourage all survivors of gender-based misconduct to report the incident to the College directly, we want survivors to have access to supportive measures regardless of when or whether they decide to report the conduct to the College.

Option 1: Survivors Who Report Gender-based Misconduct to a Responsible Employee

Reports of gender-based misconduct to Responsible Employees will be forwarded to a Title IX Coordinator, who will determine what steps need to be taken. Generally, the College will investigate the report to determine what occurred and will provide interim measures during the investigative process and any disciplinary process. However, for survivors who report gender-based misconduct to Responsible Employees but request that the College not pursue an investigation or otherwise keep their report confidential (e.g., from the perpetrator), the Title IX Coordinator will consider whether it can honor the survivor's request while still providing a safe and nondiscriminatory environment for all students. For more information on confidential reporting, please see the **Confidential Reporting** section above. Whether the Title IX Coordinator decides that the College can honor the confidentiality request or must pursue an investigation, the Title IX Coordinator (or designee) will inform the survivor of available interim measures and coordinate appropriate interim measures for the survivor.

Options 2 and 3: Survivors Who Disclose Gender-based Misconduct to Counselors and Survivor Advocates

The College recognizes that counselors and survivor advocates are often in a unique position to know when and what interim or supportive measures would be most appropriate to address a survivor's health and safety needs. For this reason, survivors who disclose incidents of gender-based misconduct to their counselors or survivor advocates should discuss whether to have the counselor or advocate report the misconduct to the College and request interim measures required by Title IX or request discretionary supportive measures from the College without reporting the nature of the conduct. The counselor or advocate will work with the survivor to determine what information the survivor is willing to have shared

with College employees involved in securing interim or supportive measures. The counselor or advocate will explain how sharing certain information with Responsible Employees may trigger the College's Title IX obligation to investigate.

Option 2: Interim Measures

A counselor or advocate may request that the College provide interim measures to a survivor of gender-based misconduct to protect the survivor and ensure the survivor's equal access to the College's educational programs and activities before the final outcome of any investigation. The counselor or advocate may ask a survivor who is seeking interim measures to sign a release specifying the information that may be shared with the College. After the counselor or advocate informs the College that gender-based misconduct is the basis for the request for interim measures, the College will work with these individuals to investigate the alleged gender-based misconduct and determine what interim measures are appropriate.

Option 3: Supportive Measures

A counselor or advocate may request that the College provide supportive measures for a student or employee who has experienced trauma, including, but not limited to, trauma related to gender-based misconduct. If a survivor does not want the College to investigate the alleged gender-based misconduct, the survivor should discuss this with the counselor or advocate. Counselors and advocates should explain what type of requests will trigger the College's Title IX obligations and discuss other avenues for securing supportive measures consistent with the survivor's wishes. For example, counselors and advocates may request supportive measures from the College on behalf of a survivor who does not want the College to pursue an investigation of the alleged gender-based misconduct and the College will consider these requests for supportive measures consistent with its general policy of providing supports to students or employees who have experienced various forms of trauma without requiring their counselor or advocate to reveal the nature of the underlying trauma to the College.

The College encourages survivors of gender-based misconduct to report the incident(s) and to seek help under the option above with which they feel most comfortable.

Other Considerations

In the case of sexual violence, other considerations include, but are not limited to:

1. The prompt assistance of College authorities, at the request of the survivor, in notifying the appropriate law enforcement officials.
2. The complete and prompt assistance of College authorities, at the discretion of law enforcement authorities, in obtaining, securing, and maintaining evidence.
3. The assistance of College authorities in preserving materials relevant to institutional investigation and disciplinary proceedings.
4. The assistance of College authorities, in cooperation with the appropriate law enforcement authorities, at a survivor's request, in shielding the survivor from unwanted contact with the alleged perpetrator.

DEFINITIONS

Consensual Relationships

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions. These relationships may be less consensual than perceived by the individual whose position confers power. The relationship may also be viewed in different ways by each of the parties, particularly in retrospect. In addition, circumstances may change and conduct that was previously welcome may become unwelcome. Therefore, the College prohibits romantic or sexual relationships between employees and students.

In addition, consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are unethical. Therefore, individuals with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor. While no relationships are prohibited by this policy, failure to self-report such relationships to a supervisor as required can result in disciplinary action for an employee.

Consent

In order for individuals to engage in sexual activity of any type with each other, there must be clear, knowing, and voluntary consent prior to and during sexual activity. Consent is sexual permission. Silence, without actions demonstrating permission, cannot be assumed to show consent. Consent to some form of sexual activity cannot be automatically taken as consent to any other form of sexual activity. An individual's manner of dress or the existence of a current or past dating relationship between two or more individuals does not, in and of itself, constitute consent to engage in a particular sexual activity. Consent is informed and voluntary and can be revoked at any time and for any reason.

When alcohol or other drugs are being used, an individual will be considered unable to give valid consent if he or she cannot fully understand the details of the sexual interaction because he or she lacks the capacity to reasonably understand the situation. Individuals who consent to sexual activity must be able to understand what they are doing. Under this policy, "No" always means "No", and "Yes" may not always mean "Yes". Anything but a clear, knowing, and voluntary consent to any sexual activity is equivalent to a "No".

Force

Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that overcome resistance or produce consent.

- A. Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another.
- B. Sexual activity with someone who is known to be or, based on the circumstances, should have known to be, mentally or physically incapacitated (by alcohol or other drug use, unconsciousness, or blackout), constitutes a violation of this policy.
 1. Incapacitation is a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent.

2. This policy also covers an individual whose incapacity results from mental disability, sleep, involuntary physical restraint, or from the taking of rape drugs. Possession, use, and/or distribution of any of these substances, is prohibited and administering one of these drugs to another individual is a violation of this policy.
3. Use of alcohol or other drugs will never function as a defense for any behavior that violates this policy.
4. The sexual orientation and/or gender identity of individuals engaging in sexual activity is not relevant to allegations under this policy.

Gender-Based Misconduct

Gender-based misconduct, including gender-based discrimination and harassment, is conduct directed at a specific individual or a group of identifiable individuals that subjects the individual or group to treatment that adversely affects the individual's or group's employment or education on account of gender. Gender-based misconduct includes the following acts:

- A. Unwelcome conduct of a sexual nature includes, but is not limited to:
 1. Unwelcome physical conduct of a sexual nature, or unwelcome requests for sexual favors or other verbal conduct of a sexual nature, is made an implicit or explicit term or condition of employment or education or is used as a basis for academic or employment decisions or evaluations
 2. Unwelcome physical acts of a sexual nature, or unwelcome requests for creating an objectively hostile environment that substantially interferes with employment or education on account of gender; or
 3. Such conduct is intentionally directed towards a specific individual and has the purpose or effect of unreasonably interfering with that individual's education, employment, or participation in College activities, or creating an intimidating, hostile, or offensive atmosphere.
- B. Physical conduct that, depending on the totality of the circumstances present, including frequency and severity, may constitute gender-based harassment includes, but is not limited to:
 1. Unwelcome intentional touching, such as patting, hugging, or brushing against a person's body; or
 2. Deliberate physical interference with or restriction of movement.
- C. Verbal conduct, including oral, written, or symbolic expression, that, depending on the totality of the circumstances present, including frequency and severity, may constitute gender-based harassment includes, but is not limited to:
 1. Explicit or implicit propositions to engage in sexual activity;
 2. Gratuitous comments, jokes, questions, anecdotes, or remarks of a sexual nature about clothing or bodies;
 3. Gratuitous remarks about sexual activities or speculation about sexual experiences;
 4. Persistent, unwanted sexual or romantic attention;
 5. Subtle or overt pressure for sexual favors;
 6. Exposure to sexually suggestive visual displays, such as photographs, graffiti, posters, calendars, or other materials; or
 7. Deliberate, repeated humiliation or intimidation based upon gender.

8. This policy only applies to verbal conduct that is not necessary to an argument for or against the substance of any political, religious, philosophical, ideological, or academic idea.

Hostile Environment

Hostile environment includes any situation in which there is harassing conduct that is sufficiently severe, pervasive, or objectively offensive that it alters the conditions of employment or limits, interferes with, or denies educational benefits or opportunities, from both a subjective (the alleged survivor's) and an objective (reasonable person's) viewpoint.

The determination of whether an environment is "hostile" must be based on all of the circumstances. These circumstances could include:

- The frequency of the conduct;
- The nature and severity of the conduct;
- Whether the conduct was physically threatening;
- Whether the conduct was humiliating;
- The effect of the conduct on the alleged survivor's mental or emotional state;
- Whether the conduct was directed at more than one person;
- Whether the conduct arose in the context of other discriminatory conduct;
- Whether the conduct unreasonably interfered with the alleged survivor's educational or work performance.

Relationship Violence

Relationship violence includes physical harm or abuse and threats of physical harm or abuse arising out of a personal intimate relationship. This violence also may be called domestic abuse or spousal/partner abuse and may be subject to criminal prosecution under Minnesota state law.

Sanctions

The College reserves the right to take whatever measures it deems necessary in response to an allegation of gender-based discrimination, misconduct, or harassment (including sexual violence, sexual assault, and relationship violence) in order to protect students' and employees' rights and personal safety. Such measures include, but are not limited to, interim suspension from campus pending a hearing and reporting the matter to the local police. Not all forms of gender-based discrimination, misconduct, or harassment (including sexual violence, sexual assault, and relationship violence) will be deemed to be equally serious offenses and the College reserves the right to impose different sanctions, ranging from verbal warning to expulsion or termination, depending on the severity of the offense. The College will consider the concerns and rights of both the complainant and the individual accused of the misconduct.

Sexual Assault

Sexual assault means an actual, attempted, or threatened sexual act with another person without that person's consent. Sexual assault is often a criminal act that can be prosecuted under Minnesota law, as well as form the basis for discipline under the student conduct code and employee disciplinary standards. Sexual assault includes, but is not limited to:

1. Involvement without consent in any sexual act in which there is force, expressed or implied, or use of duress or deception upon the victim. Forced sexual intercourse is included in this definition, as are the acts commonly referred to as “date rape” or “acquaintance rape”. This definition also includes the coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another.
2. Involvement in any sexual act when the victim is unable to give consent.
3. Intentional and unwelcome touching, or coercing, forcing, or attempting to coerce or force another to touch a person’s intimate parts (defined as primary genital area, groin, inner thigh, buttocks, or breast).
4. Offensive sexual behavior that is directed at another, such as indecent exposure or voyeurism.

Stalking

Stalking is repeated or obsessive unwanted attention directed toward an individual or group that is likely to cause alarm, fear, or substantial emotional distress. In some circumstances, two instances of such behavior may be sufficient to constitute stalking. Examples of stalking include, but are not limited to:

1. Directly or indirectly, or through third parties, manifests a purpose or intent to injure the person, property, or rights of another by the commission of an unlawful act;
2. Follows, monitors, or pursues another, whether in person or through any available technological or other means;
3. Repeatedly makes telephone calls, sends text messages, or induces a survivor to make telephone calls to the perpetrator, whether or not conversation ensues;
4. Repeatedly mails or delivers or causes the delivery by any means, including electronically, of letters, telegrams, messages, packages, through assistive devices for people with vision impairments or hearing loss, or any communication made through any available technologies or other objects;
5. Uses another’s personal information, without consent, or invite, encourage, or solicit a third party to engage in a sexual act with the person

COMPLAINT PROCESS

Informal Resolution

Whenever possible and safe, a complaint should first be discussed with the individual(s) involved in the incident. If satisfactory resolution is reached after discussion with the individual(s), the student or employee should contact a Title IX Coordinator to confirm this resolution. If satisfactory resolution is not reached after discussion with the individual(s), the student or employee should contact the individual's direct supervisor to attempt to resolve the complaint. If these efforts are unsuccessful, the formal complaint process may be initiated. The College does not require a student or employee to contact the individual(s) involved or that individual's direct supervisor if doing so is impracticable or if the student or employee believes the conduct cannot be effectively addressed through informal measures.

Formal Complaint

Notice of a formal complaint can be made in person or orally to an appropriate Responsible Employee, but the College strongly encourages submission of complaints in writing to the Title IX Coordinator or, in the absence of the Coordinator, the Title IX Investigator.

The complaint should clearly and concisely describe the alleged incident(s), when and where it occurred, and the desired remedy sought. The complaint should be signed by the complainant or, in the case of an e-mail submission, sent as an e-mail attachment, and should contain the name and all contact information for the complainant. Any supporting documentation and evidence should be referenced within the body of the formal complaint. Additionally, the complainant should submit any supporting materials as quickly as practicable.

Upon receipt of a formal complaint, the Title IX Coordinator will open a formal case file, direct the investigation, and confer with the appropriate officials on interim actions, accommodations for the alleged survivor, or other necessary remedial short-term actions.

The Title IX Investigator will then take the following steps:

1. In coordination with the Title IX Coordinator, initiate any necessary remedial actions;
2. Determine the identity and contact information of the complainant, whether that be the initiator, the alleged victim, or a College Responsible Employee;
3. Identify the policies allegedly violated;
4. Conduct an immediate initial investigation to determine whether it is more likely than not that a violation of College policy took place and what policy violations should be alleged as part of the complaint;
5. If there is insufficient evidence to support a finding that it is more likely than not that a violation took place, the complaint should be closed with no further action;
6. Meet with the complainant to finalize the complaint and prepare the notice of charges on the basis of the initial investigation;

7. If there is sufficient evidence to support continuing with an investigation, commence a thorough, reliable, and impartial investigation by developing a strategic investigation plan, including a witness list, evidence list, intended timeframe, and order of interviews for all witnesses and the accused individual, who will be given notice prior to the interview;
8. Advise both the complainant and the accused party of their right to have an advisor of their choice present at meetings and hearings related to the investigation. Notify both parties that an advisor may not participate in meetings or hearings;
9. Give both the accused party and the complainant the right to present evidence and witnesses;
10. Complete the investigation promptly and without unreasonable deviation from the intended timeline;
11. Make a finding based on a preponderance of the evidence whether a policy violation is more likely than not;
12. Present the findings, in writing, to both the complainant and the accused individual within the same timeframe. The parties may choose to accept the findings, accept the findings in part and reject them in part, or reject all findings.

Sanctions

The goals of Sanctions are to bring an end to the unwanted behavior and to reasonably prevent its reoccurrence.

When the accused individual is found not responsible for the alleged violation(s), the investigation should be closed. When the accused individual accepts the finding that they violated College policy, the Title IX Coordinator will impose appropriate sanctions for the violation, after consultation with the Title IX Investigator and other College authorities. Possible sanctions include, but are not limited to, verbal and/or written reprimand, suspension, or expulsion. In most cases, sanctions will take effect immediately, regardless of the status of an appeal.

Hearing

If an accused individual accepts the findings of the investigation, those findings cannot be appealed. If the accused or complainant rejects the findings in part or entirely, an appeal may be filed in writing within five business days of notification of the decision. Both parties will be notified when an appeal is filed. Common grounds for appeal include, but are not limited to:

- A procedural error or omission occurred that significantly impacted the outcome of the investigation.
- To consider new evidence, unknown, or unavailable during the investigation, that could substantially impact the original findings or sanctions. A summary of the new evidence and its potential impact must be included in the written appeal.
- The sanctions imposed are substantially disproportionate to the severity of the violation.

The Title IX Coordinator will convene a Title IX Hearing Committee to determine whether the accused student or employee is in violation of the contested aspects of the complaint. In the case of an appeal, the appealing party will assume the burden of proof. At the hearing, the findings of the investigation will be admitted, but are not binding. Evidence and witnesses on behalf of both the complainant and accused will be admitted. Appeal documents will be shared with both parties and both parties will be given an opportunity to respond. The hearing will determine whether it is more likely than not that the accused individual violated the policies forming the basis of the charge. The goal of the hearing is to provide an equitable resolution via an equitable process, respecting the civil and legal rights of all participants. Once the Hearing Committee has reached a decision, both parties will be notified of the outcome in writing within the same 24-hour period.

SPECIAL COMPLAINT PROCESS PROVISIONS

Procedural Errors and/or New Information

If any party to a process of resolution and final decision related to the policy believes a procedural error has been made and/or pertinent information has come to light following such a process that has otherwise been completed, a request to reopen the process may be submitted to the President, assuming they have not been the subject of the otherwise completed process, or the Board Chair for consideration.

Attempted Violations

In most circumstances, the College will treat attempts to commit any of the violations listed in the Gender-based Misconduct Policy as if those attempts had been completed.

College as Complainant

As necessary, the College reserves the right to initiate a complaint, to serve as a complainant, and to initiate conduct proceedings without a formal complaint by the survivor of misconduct.

Immunity for Survivors and Witnesses

The College community encourages the reporting of gender-based misconduct. Sometimes, survivors or witnesses are hesitant to report to College officials or participate in complaint processes because they fear that they themselves may be charged with policy violations. It is in the best interest of this community that as many survivors as possible choose to report to College officials and that witnesses come forward to share what they know. To encourage reporting, the College pursues a policy of offering survivors of gender-based misconduct and witnesses limited immunity from being charged for certain policy violations; for example, violation of the College's drug and alcohol policy related to the gender-based misconduct incident. While these violations cannot be completely overlooked, the College will provide educational rather than punitive responses, in such cases.

Bystander Engagement

The welfare of students and employees in our community is of paramount importance. At times, students and employees may need assistance. The College encourages students and employees to offer help and assistance to others in need. Sometimes, students and employees are hesitant to offer assistance for fear that they themselves will get into trouble. The College pursues a policy of limited or full immunity regarding certain violations for students or employees who offer to help others in need. While policy violations cannot be overlooked, the College will provide educational options rather than punishment to those who offer their assistance to others in need.

Notification of Outcomes

The outcome of a hearing is part of the educational record of the accused student and is protected from release under a federal law, FERPA. However, the College observes the legal exceptions, as follows:

1. Complainants in non-consensual sexual contact, sexual assault, sexual harassment, stalking, and relationship violence incidents have an absolute right to be informed of the outcome, essential findings, and sanctions of the hearing, in writing, without condition or limitation.
2. The College may release the name, nature of the violation, and sanction for any student or employee who is found in violation of a College policy that is a “crime of violence”, including: arson, burglary, robbery, criminal homicide, sex offenses, assault, destruction/damage/vandalism of property and kidnapping/abduction. The college will release this information to the complainant in any of these offenses regardless of the outcome.

Alternative Testimony Options

For gender-based misconduct complaints and other complaints of a sensitive nature, whether the alleged survivor is serving as the complainant or as a witness, alternative testimony options will be given, such as placing a privacy screen in the hearing room or allowing the alleged survivor to testify outside the physical presence of the accused individual. While these options are intended to help make the alleged survivor more comfortable, they are not intended to work to the disadvantage of the accused.

Past Sexual History/Character

The past sexual history or sexual character of a party outside of their sexual history with the accused will not be admissible by the other party in the investigation or hearing, unless such information is determined to be highly relevant by the Chair of the Title IX Hearing Committee. All such information sought to be admitted will be presumed irrelevant and any request to overcome this presumption by the parties must be included in the complaint/response or a subsequent written request and must be reviewed in advance of the hearing by the Chair of the Title IX Hearing Committee. While previous conduct violations by the accused are not generally admissible as information about the present alleged violation, the Chair of the Title IX Hearing Committee may supply previous complaint information to the Title IX Hearing Committee, or may consider it themselves if they are hearing the complaint only if:

1. The accused was previously found to be responsible;
2. The previous incident was substantially similar to the present allegation, or;
3. The information indicates a pattern of behavior and substantial conformity with that pattern by the accused.

Confidentiality

The confidentiality of a complaint of gender-based discrimination, misconduct, or harassment (including sexual violence and sexual assault) and all documents, correspondence, and notes of interviews and discussion related to the investigation of a complaint will be maintained, on a need-to-know basis, to the extent permitted by law. Documentation related to the resolution of complaints or incidents of gender-based discrimination, misconduct, or harassment (including sexual violence and sexual assault) will be maintained by the Title IX Coordinator.

Prohibition of Retaliation

Students and employees are prohibited from retaliating in any way against an individual who has brought a complaint of gender-based discrimination, misconduct, or harassment (including sexual violence and sexual assault) or against any individual who has participated in an

investigation of such complaints. Any person who knowingly and intentionally retaliates against an individual is subject to disciplinary action, up to and including dismissal or termination from the College.

Filing of False Complaints

Any person who knowingly and intentionally files a false complaint of gender-based discrimination, misconduct, or harassment (including sexual violence and sexual assault) is subject to disciplinary action, up to and including dismissal from the College. A person who files a complaint in good faith will not be subject to discipline.

Addendum A

CLUES (Comunidades Latinas Unidas en Servicio) – 24 Hour Hotline: 612-746-3537

Cornerstone - 24 Hour Hotline: 952-884-0330

Rape & Sexual Abuse Center, a program of Cornerstone – 24 Hour Hotline: 612-825-4357

Day One Services – 24 Hour Hotline: 1-866-223-1111

MN Coalition Against Sexual Assault – 800-964-8847; <http://www.mncasa.org>

MN Indian Women's Resource Center – 612-728-2000

National Suicide Prevention Lifeline – 24 Hour Hotline: 800-273-8255;

<http://www.suicidepreventionlifeline.org>

OutFront MN: LGBT and Allied Communities – 800-800-0350, Ext. 3

Rape, Abuse, and Incest National Network (RAINN) – 24 Hour Hotline: 800-656-4673;

<http://www.rainn.org>

Sojourner – 24 Hour Hotline: 952-933-7422

The Men's Line – 612-379-6367

Victim Service Provider Directory, MN Office of Justice Programs

<http://www.ojp.state.mn.us/MCCVS/SearchDirectory/Search.asp>

Walk-In Counseling Center, 2421 Chicago Avenue, Minneapolis, MN 55404, 612-870-0565

Section 4: Identify Theft Prevention Policy

4-1. Identity Theft Prevention (AKA “Red Flags Rule”) Policy

IDENTITY THEFT PREVENTION (A/K/A “RED FLAGS RULE”) POLICY

Background

The Federal Trade Commission’s Red Flags Rule (Section 114 of the Fair and Accurate Credit Transactions Act of 2003-16 C.F.R.-681.2) requires that every financial institution and creditor establish an “Identity Theft Program” tailored to its size, complexity, and the nature of its operations. Adler Graduate School is considered a creditor because we provide institutional loans to our students and allow them to defer payments of tuition and fees for services rendered.

Purpose

The purpose of the Identity Theft Prevention Program is to detect, prevent, and mitigate identity theft in connection with transactions that students, donors, faculty, and staff conduct with AGS. The program will provide policies and procedures to 1) identify and detect Red Flags; 2) respond to detected Red Flags; and 3) ensure the program is updated from time to time to reflect changes in risk profiles.

Definitions

- Identity Theft: Fraud committed using the identifying information of another person.
- Red Flag: Pattern, practice, or specific activity that indicates the possible existence of identity theft.
- Covered Account: Any account the College maintains for students that involve multiple payments or transactions. Examples of these are: institutional loans and student tuition accounts.
- Responsible Department: College department or office responsible for opening or maintaining the covered account.
- Identifying Information: Any name or number that may be used, alone or in conjunction with any other information, to identify a person. This includes name, address, telephone number, Social Security number, date of birth, government issued driver’s license or identification number, alien registration number, government passport number, employee or taxpayer identification number, unique electronic identification number, computer’s Internet Protocol address, or routing code.

Identification of Red Flags

The responsible department will evaluate the different ways students can open and access their covered accounts, i.e. Internet, mail, or physical presence. The following Red Flags can arise with the type of account access the College allows:

1. Suspicious documents - Red Flags in this category include:
 - a. Identification documents that appear to be forged or altered
 - b. Identification documents on which a person's photograph or physical description is not consistent with the person presenting the document
 - c. Presentation of other documents with information that is not consistent with existing client information, such as the person's signature
2. Suspicious personal identifying information - Red Flags in this category include:
 - a. Identifying information, such as birth date or address that is inconsistent with other information the student provides
 - b. Identifying information presented that is consistent with found fraudulent activity, such as an invalid phone number or fictitious billing address
 - c. Social Security number, address, or phone number presented that is the same as those given by another student
 - d. Incomplete personal identifying information presented in an application
3. Suspicious account activity or unusual use of account - Red Flags in this category include:
 - a. Change of address requested for an account shortly followed by a request to change the account holder's name
 - b. Payments stop coming in on an otherwise consistently up-to-date account
 - c. Mail sent to the account holder is repeatedly returned as undeliverable
 - d. Notice to the College that a student is not receiving mail or email sent by the College
 - e. Breach of the College's computer systems
 - f. Unauthorized access to or use of the student's account information
4. Alerts from others - Red Flags in this category include:
 - a. Notice to the College from a student, identity theft victim, law enforcement, or other person that the College has opened or is maintaining a fraudulent account for a person engaged in identity theft

Detecting Red Flags

In order to detect Red Flags in new accounts, the responsible department will take the following steps to obtain and verify the identity of the person opening the account:

- Require identifying information, such as name, date of birth, residential address, driver's license, passport, or other identification
- Verify student's identity by comparing person to photo identity

For existing accounts, before providing information, the responsible department personnel will verify the validity of the identification of the student and the validity of their request. The student's request may be made in person, via phone, fax, mail, or email and can pertain to address changes, account balances, etc.

Preventing and Mitigating Identity Theft

In the event the responsible department's personnel detect or identify Red Flags and, depending on the risk level of the identified flag, they will do one or a combination of the following:

- Continue to monitor the account for further evidence of identity theft
- Contact the student
- Contact other College departments who may also need to act on the incident
- Change passwords or other security devices that permit access to account
- Decline to open an account
- Close an existing account and/or open an account with a new number

The Red Flags Committee will decide if law enforcement needs to be notified or if no further action is warranted under the circumstances.

Protecting Student Identifying Information

In order to prevent the likelihood of identity theft occurring at the College, the responsible departments will add the following steps to their internal procedures:

- Ensure that the College websites are secure or provide clear notice to students when they are not secure due to technical difficulties
- Ensure that department and personal computers' virus protection software is current
- Ensure that department personnel securely dispose of paper and electronic files containing student information
- Ensure that computers are password protected and computer screens lock after a reasonable time
- Ensure that desks and computer screens are clear of student information when meeting with other students
- Ensure that department personnel request only the last four digits of a student's Social Security number when they submit requests via phone or email
- Ensure that department personnel go through the College's security verification process when student calls or emails are received
- Mail and email sensitive information only to the student's address on file
- Require and keep only the identifying information that is necessary for their department's operation

Program Administration, Oversight, and Updates

The Identity Theft Prevention Program will be administered by a Red Flags Committee staffed by the following administrators or their designees: Registrar, Director of Information Technology, Director of Financial Aid, Vice President of Finance and Administration.

The Committee will meet on an annual basis, unless a need arises to meet sooner. The Committee members will be responsible to: 1)

conduct appropriate training of College employees in their area as to ensure consistence in the use of the identity protection measures described in this policy; b) review any staff reports regarding detection of Red Flags and the steps needed/used to prevent, mitigate, or correct identity theft in those cases where it has been detected; and c) evaluate the College's experience with identity theft issues, risk changes in students, and College profile to determine if those factors warrant changes to the program, its procedures, or policies.

Staff Training and Reporting

The expectation is that the Red Flags Committee for the Identity Theft Prevention Program will conduct training in their respective areas to ensure that the responsible departments' personnel are implementing the program.

Third Party Service Providers

From time to time, the College contracts with third party service providers to perform activities, i.e. payment processing, collection agencies, transcript processing, etc., in connection with covered accounts. When services are contracted, the responsible department will ensure the service provider performs its activities in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. College departments implementing these contracts should ensure that the third-party providers have identity theft prevention programs in place. The agreement with those contractors should also require that the contractors report any Red Flags to the College for internal follow up.

