2019-2020
EMPLOYEE HANDBOOK
Dunwoody
COLLEGE OF TECHNOLOGY
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EMPLOYEE HANDBOOK

This handbook is designed to acquaint you with Dunwoody College of Technology (“Dunwoody” or the “College”) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Dunwoody to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

This employee handbook is not a contract, and does not alter the “at-will” character of any employee's employment relationship with Dunwoody. As Dunwoody continues to grow, the need may arise and Dunwoody reserves the right, at its sole discretion, to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, without prior notice to employees. Employees will be notified of such changes to the handbook as they occur.

Welcome to Dunwoody

It is my pleasure to welcome you to Dunwoody College of Technology. You are joining a team of faculty and staff who are committed to high performance with a focus on providing the best possible experience to our students.

Dunwoody’s brand of career-focused, applied education has been a hallmark of the College since its founding back in 1914. It is an approach that requires a love for knowledge that can be used in practical settings and a desire to keep up on industry trends and the best practices of professionalism and communication. I encourage you to think about how you can best uphold that tradition – no matter what your position here on campus.

As you familiarize yourself with the College’s employment policies, practices, benefits and programs found in this handbook, keep in mind that they are intended to create a safe, collegial and professional environment. If you have any questions about anything you read, please talk to your supervisor or Human Resources.

I hope that your experience here will be challenging, enjoyable, and rewarding.

Welcome and good luck!

Rich Wagner, Ph.D.
President

Vision, Mission and Core Values

Vision

Dunwoody College of Technology seeks to emerge as a first-choice, nationally-recognized leader in technical education, providing a full college experience rooted in innovative education.

Mission

Dunwoody changes lives by building opportunities for graduates to have successful careers, to develop into leaders and entrepreneurs, and to engage in “the better performance of life’s duties.”

Values

Inclusion

We value an inclusive and collaborative learning and working environment.

Innovation

We value innovation in our processes, problem solving, teaching, and learning.

Integrity

We value personal and institutional integrity based on mutual respect, trust, and accountability.

Excellence

We value excellence in teaching and learning by upholding the principles of continuous quality improvement.

Tradition

We value the founding traditions of Dunwoody and seek to build on those traditions for a stronger future.

Nature of Employment

Employment-at-Will

All employees are employed on an “at-will” basis with Dunwoody and their employment may be terminated at any time for any reason not prohibited by law, with or without cause or notice. Dunwoody’s at-will employment policy may not be modified by any oral statements or any statements contained in this manual or any other handbooks, employment applications, recruiting materials, memoranda, or handouts. With the exception of written agreements signed by the President, no Dunwoody representative is authorized to modify this policy for any employee or enter into any agreement, oral or written, contrary to this policy.

Employee Relations

Dunwoody strives to make the work conditions, wages, and benefits it offers to its employees competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Equal Employment Opportunity & Non-Discrimination

Dunwoody College of Technology (“Dunwoody”) is committed to the principles of equal employment opportunity and equal educational opportunity. Dunwoody does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, veteran/military status, disability, age, sexual orientation, gender identity, status with regard to public assistance, membership or activity...
in a local commission, genetic information, or any other characteristic protected by applicable law. Dunwoody’s policy on non-discrimination extends to its admission policies, financial aid programs, employment opportunities and any and all other school-administered programs.

Concerns about employment discrimination should be addressed to Human Resources. In addition, the following person(s) have been designated to handle inquiries regarding Dunwoody’s non-discrimination policies:

Carla Pogliano Connor, Ph.D.
Vice Provost for Program Development and Compliance
Dunwoody College of Technology
818 Dunwoody Blvd.
Minneapolis, MN 55403-1192 Office: Silver level
612-381-8236
cconnor@dunwoody.edu (cpogliano@dunwoody.edu)

For further information on non-discrimination, visit wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the U.S. Department of Education Office that serves your area, or call 1-800-421-3481.

Disability and Pregnancy Accommodations

Dunwoody seeks to provide reasonable accommodations, as appropriate, for employees and applicants who have qualified disabilities or have health conditions related to pregnancy or childbirth. Dunwoody reserves the right to request medical or other certification of the need for the accommodation in accordance with applicable law.

Any employee or applicant who believes they require an accommodation because of a disability or pregnancy related health condition should contact the employee’s supervisor or Human Resources as appropriate.

Performance Appraisal

Formal Performance Appraisals are completed annually. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. In addition, informal discussions of employee performance and coaching should be expected by employees.

Employment Categories

It is the intent of Dunwoody to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category.

Regular Full-Time

Employees are those who are regularly scheduled to work Dunwoody’s full-time schedule of 40 hours per week. Generally, they are eligible for Dunwoody’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time

Employees are those who are regularly scheduled to work less than the full-time work schedule, but at least 30 hours per week 12 months a year. Regular part-time employees are eligible for some benefits sponsored by Dunwoody, subject to the terms, conditions, and limitations of each benefit program.

Part-Time

Employees are those who are regularly scheduled to work less than 30 hours per week, and work less than 12 months per year. While they do receive all legally mandated benefits (such as Social Security and workers’ compensation insurance), they are ineligible for all of Dunwoody’s other benefit programs.

Temporary

Employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers’ compensation insurance and Social Security), they are ineligible for all of Dunwoody’s other benefit programs.

Adjunct Faculty

Are those employees who are hired to instruct a particular course(s) for a specified academic semester. While Adjunct Faculty receive all legally mandated benefits (such as workers compensation insurance and Social Security), eligibility for medical benefits is determined by number of hours worked weekly. Adjunct faculty are eligible to contribute to Dunwoody’s 403(b) plan. They are ineligible for all of Dunwoody’s other benefit programs.

Immigration Law Compliance

Dunwoody is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of their date of hire. Former employees who are rehired must also complete the form if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of retaliation.
An employer is required to retain the Form I-9 for former employees for a period of three years beyond the hire date or one year beyond the termination date, whichever is later. The I-9 Forms for former employees and for each current employee must be on file with the employer and available for inspection by an authorized governmental official.

Dunwoody College of Technology participates in E-Verify. Through participation in the E-Verify program, Dunwoody electronically verifies the employment eligibility and Social Security Number of all new hires.

Policies

Dunwoody College of Technology has several policies designed to protect employees and the college. For conduct rules, please see the Employee Conduct section of the handbook. Dunwoody maintains the following policies:

• Open Door Policy
• Whistleblower Policy
• Conflict of Interest Policy
  • Outside Endorsement Policy
  • Outside Employment Policy
• Non-Disclosure and Improper Use of Dunwoody Intellectual Property/Proprietary Rights Policy
• Pre-Employment Background Check and Degree Verification Policy
• Information Technology Policies
• Freedom of Expression Policy

For questions about policies, please contact Human Resources.

Open Door Policy

At some time during your employment with Dunwoody, you may have a complaint or a suggestion or a question about your job, your working conditions or some other personnel issue. We encourage you to raise these concerns so that we can have the value of your input and do our best to resolve issues that are raised.

We ask that you take your concerns first to your supervisor, if possible, following these steps:

• As soon as possible, you should voice your concerns to your supervisor. Your supervisor will likely be in the best position to address your concerns and will make every effort to keep the matter confidential to the extent possible within the confines of the rights and obligations of Dunwoody.
• If for some reason you are not comfortable discussing your concerns with your supervisor, you can discuss them with the Human Resources team. Human Resources will make every effort to keep the matter confidential to the extent possible.

Whistleblower Policy

Dunwoody requires employees, trustees, officers, and volunteers, to observe high standards of business and personal ethics in the conduct of their duties and responsibilities and to comply with all applicable laws and regulatory requirements.

Reporting Responsibility

It is the responsibility of all employees, trustees, officers, and volunteers, to comply with all applicable laws, regulations, and the Corporation's policies, and to report suspected or actual fraud, waste, or abuse and other unethical and illegal conduct by Dunwoody employees through channels that the College establishes for such reporting.

Fraud, waste, or abuse includes any activity by a College department or by an employee that is in violation of any state or federal law or regulation or College regulation or policy, including but not limited to corruption, bribery, theft of College property, fraudulent claims, fraud, coercion, misuse of College property and facilities, financial impropriety, and other misuse of Dunwoody’s resources.

Process for Reporting Violations

Dunwoody has appointed an Institutional Compliance Officer to oversee the investigation and resolution of employee, trustee, officer, and volunteer concerns regarding fraud, waste, or abuse and other unethical and illegal conduct.

The College suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with their supervisor or is not satisfied with the supervisor's response, the employee is encouraged to speak with the Institutional Compliance Officer. Supervisors and managers are required to report suspected violations to the Compliance Officer.

If the employee, trustee, officer, or volunteer is not comfortable speaking with the Compliance Officer or is not satisfied with the Compliance Officer’s response, the individual is encouraged to speak with the President or anyone on the Board whom the individual is comfortable approaching, or to directly contact the organization’s outside legal counsel, whose contact information can be obtained from Human Resources.

The Compliance Officer, in coordination with the Board Chair and/or Audit Committee, is responsible for investigating and resolving, or overseeing the investigation and resolution of, all complaints and allegations concerning fraud, waste and abuse and other unethical or illegal conduct. The Compliance Officer shall promptly report the substance of employee concerns to the Board Chair. The Board Chair or designee will take on the Compliance Officer role if the complaint involves the President or the Compliance Officer. If the complaint involves both the President and Board Chair, outside legal counsel will carry out the functions of the Compliance Officer.

No Retaliation

No trustee, officer, employee or volunteer who in good faith reports a violation or potential violation of a law or regulation requirement shall suffer harassment, retaliation or adverse employment consequence as a result of making a report. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable persons to raise serious concerns within Dunwoody prior to seeking resolution outside the organization.

Audit Committee Review

The Audit Committee of the Board of Trustees shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Audit Committee of any such complaint and work with the Committee until the matter is resolved.
Good Faith
Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated, and which prove to have been made recklessly, maliciously, or with knowledge that the allegations were false, will be viewed as a serious disciplinary offense.

Anonymous Complaints and Confidentiality
Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Next Steps
All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Conflict of Interest Policy
Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Dunwoody. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Dunwoody’s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a member of the President’s Cabinet of Dunwoody as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Endorsements
Employees are not permitted to use Dunwoody’s name, property, or equipment to endorse, imply endorsement of or qualify any product or service.

Employees may not enter into an agreement, sponsorship, promotion, advertising, or interview endorsing another business’ service or products that allows Dunwoody’s name to be used in the advertising or public notices.

Outside Employment
An employee may hold a job with another organization as long as doing so does not present a conflict of interest and as long as they satisfactorily perform their job responsibilities with Dunwoody. All employees will be judged by the same performance standards and will be subject to Dunwoody’s scheduling demands, regardless of any existing outside work requirements. No outside employment may limit in any way a Dunwoody employee’s ability to perform their job to the full satisfaction of Dunwoody.

Information Technology Policies
Acceptable Use Policy
In accordance with its mission and purpose, Dunwoody provides computing resources to Dunwoody students and employees. These resources are for instruction, study, academic research, and the official work of college organizations and offices. To maintain a safe and productive environment for all users of these computing resources you must:

- Comply with all federal, state, and local laws
- Comply with all Dunwoody rules, policies, and applicable contracts and licenses
- Use only those resources and information that they are authorized to use in the manner and extent to which access was authorized
- Respect the intellectual property, work, and privacy of other users and accounts
- Respect the capacity of these resources by limiting use to reasonable levels
- Protect your username, password, and IDs from unauthorized use
- Cooperate with administrators if presented with information regarding an issue with their account or systems

The following types of activities, although not an exclusive list, are specifically prohibited and may result in appropriate disciplinary action:

- View, damage, transfer, edit or delete other users’ files, or communications without authorization
- Use Dunwoody-owned/supplied account, credentials, computer, and/or network to gain unauthorized access into, or compromise the security of any computer system in any location
- Unauthorized and illegal processing, distribution, storage, and/or sharing of intellectual property and/or copyrighted material (i.e., music, movies, and software), including the use of unauthorized peer-to-peer file-sharing applications or services, may also be subject to civil and criminal liabilities including fines and/or imprisonment
- Engage in any activity that may be harmful to systems or data stored upon said systems, such as sharing your password or account with others, creating or propagating viruses, worms, or Trojans or disabling or circumventing anti-malware protections and/or protective systems
- Use Dunwoody-owned/supplied communications system, such as email or voicemail, to threaten, intimidate, or harass others
- Use Dunwoody-owned/supplied systems or content for the distribution of political campaign materials or for financial gain, whether personal or commercial, including spam, chain letters, solicitation of business or services, sales of property, etc.
- Abuse of email systems including spoofing sender addresses, forging the identity of a user or machine in an e-mail message, and/or sending unauthorized all-campus email messages
- Create, store, process, browse, or display any racially-offensive, gender-offensive or likewise obscene material including pornography
- Consume network or computer resources to the exclusion of another’s use; for example, overloading the network with legitimate
(i.e., file backup, videos, etc.) or illegitimate (i.e., denial of service attack) activities

- Attach any device or computer not owned or supplied by Dunwoody to the campus network without prior authorization
- Post or transmit Dunwoody’s confidential materials, policies, or procedures on websites, electronic bulletin boards, chat rooms, and/or other publicly accessible digital media, which violate existing laws, regulations, or Dunwoody’s policies or codes of conduct

Backup Policy
It is the policy of Dunwoody College of Technology to establish uniform procedures and guidelines pertaining to the backup of employee data/files on Dunwoody owned or issued computers. Employees are responsible for the data backup of their Dunwoody owned or issued computer. The IT Department provides each employee a limited amount of secure disk space on the network for storing work-related data. This secured area is included in the scheduled network backup process. Upon request, the IT Service Desk will provide you with a backup-process document and guidance. It is the responsibility of each employee to ensure that his or her data are stored in this secure disk space. The IT Department (at its discretion) will review requests for additional disk space should the minimum allowance be exceeded.

In addition to on premise network storage, Dunwoody provides everyone with an Office 365 account, which allows 1TB of storage in OneDrive and can be used as a secure backup location to store data.

Should a Dunwoody issued computer encounter a hard drive issue, which makes the hard drive inoperable, the IT Department will make its best effort to access the hard drive whereby the employee may be provided the opportunity to backup their data to the network.

Network Storage
As a benefit of a network account, every user has access to network storage for use, and no one else has the rights necessary to access this individual space. One of the uses of this space is to store any files that contain confidential information.

Electronic Communication Policy
It is the policy of Dunwoody College of Technology to establish uniform procedures and guidelines pertaining to the operation and utilization of the Company Electronic Communication System.

E-mail, Voice mail, Internet, and Other Electronic Communications
The e-mail, computer, Internet, telephone, facsimile, printer, pager, cell phone and voice mail systems are College property. These systems are in place to facilitate our employee’s ability to do their jobs efficiently and productively. To that end, these systems are provided for business purposes and use. While occasional use of these systems for personal, non-business use is acceptable, College employees must demonstrate a sense of responsibility and may not abuse system privileges.

All employees should be aware that the College has software systems in place that are capable of monitoring and recording all network traffic to and from any computer employees may use. The College reserves the right to access, review, copy, and delete any information, data or messages accessed through these systems with or without notice to the employee and/or in the employee’s absence. This includes, but is not limited to, all e-mail or voice-mail messages sent or received, all Internet or web sites visited, all chat sessions or electronic bulletin boards participated in, all news group activity (including groups visited, messages read and employee postings), and all file transfers into and out of the College’s internal networks. The College further reserves the right to retrieve previously deleted messages from e-mail or voice mail and monitor usage of the Internet, including web sites visited and any information employees have downloaded. In addition, the College may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes. Accordingly, employees should not have any expectation of privacy as to their Internet or technology systems usage and should not use these systems for information they wish to keep private.

Communications and use of e-mail, computers, and Internet, telephone and voice mail systems will be held to the same standard as all other business communications, including compliance with our anti-discrimination and anti-harassment policies. This means that the College does not allow these systems to be used in creating, receiving, sending or storing data that may reasonably be considered to be offensive, defamatory, obscene, or harassing. This data includes, but is not limited to, sexual images and comments, racial and gender based slurs, or anything that would reasonably be expected to offend someone based on their disability, age, religion, marital status, sexual orientation, political beliefs, national origin, culture or any other factor protected by law. Any such use would violate this policy and may violate other College policies. Additionally, e-mail must not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Employees must not use the e-mail or voice mail systems in a way that causes congestion on the systems or that significantly interferes another employee’s ability to use the systems. The College expects its employees to use good judgment in the use of our College’s systems. Management should be notified of unsolicited, offensive materials received by an employee on any of these systems.

Employees must respect other people’s electronic communications. Employees may not obtain unauthorized access to another’s e-mail or voice mail messages, except pursuant to direction from the College’s executive management and Human Resources for the purposes specified above.

Employees consent to and acknowledge that, compliance with e-mail, computer, Internet, telephone, facsimile, printer, pager, cell phone and voice mail policies are a term and condition of employment. Failure to abide by these policies and rules, or failure to consent to any intercepting, monitoring, copying, reviewing or downloading of any communications or files is subject to disciplinary action up to and including termination of employment with the College. Employees should never, without an appropriate Dunwoody owned license and permission from the College, copy or distribute, including the College e-mail systems, copyrighted material. Copyrighted material includes, but is not limited to, College and third party software, database files, and documentation.

Employees must not disseminate, forward, copy or send e-mail correspondence or any other communication to anyone or any employee who has no reasonable need to receive such e-mail. Further, e-mail and other communications containing misleading, inaccurate or inappropriate information or references may constitute misconduct by an employee. Employees should always be mindful of the content of e-mail and other communications because such communications can be later construed against the employee and the College. E-mail and electronic communications regarding (i) College products, services or price quotations, and (ii) quotes for purchase by the College of outside parties’
products or services, are often later construed as binding contracts with the College. These situations may cause unintended and substantial damage and/or obligations for the College. It is very important to avoid these situations. It is College policy that all e-mail and electronic communications regarding the sale of College products or services and the purchase by the College of goods and services must always contain a clear statement that such communications are “for discussion purposes only and not binding on the College.” It is each employee’s responsibility to adhere to the College’s policies with regard to purchasing and sales contracts.

Data Privacy Policy

Dunwoody makes reasonable efforts to maintain data privacy and, as a rule, Dunwoody employees will not read your email or files; however, there is no guarantee of data privacy for files and email stored on, or transmitted across, the College systems or network. Furthermore, Dunwoody reserves the right for designated members of the College’s staff to log and examine traffic on the College’s network and to retrieve and examine files stored on the College’s systems whenever necessary, particularly — but not exclusively — in the following situations:

• If the College receives a subpoena in relation to a court proceeding, Dunwoody will comply with electronic discovery laws requiring the disclosure of digital data, including deleted information that has been restored from backup systems.
• If an individual is suspected of or investigated for an infraction of federal, state, or local laws, or Dunwoody policies, the Dunwoody IT Department will provide the appropriate data and assistance to the Office of the Dean of Students or Human Resources Department as part of an authorized investigation.
• If requested by a federal, state, or local law enforcement agency as part of an authorized investigation.

Dunwoody Email

Email is the official communication method at Dunwoody. You should check your Dunwoody email account daily, and make sure you are maintaining your mailbox. If you allow your mailbox to increase in size over the allocated storage limit, the mailbox will no longer send and receive email. Forwarding emails to a personal email account is against policy at Dunwoody.

If you have any issues with or questions about their email account, such as receiving messages in error, not receiving expected messages, accessing email from off-campus, or inability to access your email account, contact the IT Service Desk.

Phishing and other Forms of Social Engineering

Beware of phishing email messages, attachments, links or phone calls. Phishing emails have dramatically increased in recent years and many of them are legitimate looking – often with a spoofed sender address and embedded company logo in the email, attached document or link. Phishing campaigns have evolved to incorporate installation of malware as the second stage of the attack - all with the intent to gain an initial foothold into a computer or network. Education and proper backups are key to fighting these threats. See links below for example sand information on ransomware and phishing:

• Phishing (http://www.microsoft.com/security/online-privacy/phishing-symptoms.aspx)

Use caution when responding to emails, opening attachments or clicking links. If you are unsure of the authenticity of an email, please contact the IT Service Desk or forward the email to support@dunwoody.edu so we can verify. In addition, remember, never enter your username and password unless you have verified authenticity of the email or website and never open an unsolicited attachment from your email.

Internet Filters and Blocked Websites

To comply with laws such as the Higher Education Opportunity Act (HEOA), secure confidential information, and guard against issues such as harassment and malware, Dunwoody actively filters traffic to and from the Internet. The leadership of Dunwoody approved these filters, and the filters exist to protect Dunwoody and its employees and students from individuals and organizations that intend to do harm. Employees and students should not attempt to circumvent these filters. If there is something on the Internet that you cannot do, discuss your needs with the IT Help Desk or the Dean of Students.

Laptops

Everyone at Dunwoody receives a laptop, with the exception of programs that offer Bring Your Own Device (BYOD). You must sign a legally binding contract and return the laptop when the relationship with Dunwoody ends or when directed by the IT Department for replacement. Anyone may bring a personal laptop or tablet to campus and connect that device to the guest Wi-Fi network; however, all work or school related data must be saved securely on Dunwoody resources and not on personal laptops, tablets or storage devices. Dunwoody will not reimburse for the purchase or use of a personal laptop or tablet. If your laptop is stolen, you must file a police report, and provide a copy of the report to the IT Service Desk. Once the police report is verified by the IT Service Desk, they will prepare a new laptop for the user. Students are responsible for paying a stolen laptop fee up to $800, which is refundable only if the laptop is returned.

Non-Compliance Policy

It is the policy of Dunwoody College of Technology to establish uniform procedures pertaining to Information Technology Policy Non-Compliance. It is the responsibility of every employee and student to be in compliance with the Information Technology Policies of Dunwoody College of Technology. In addition, it is the responsibility of every employee and student to report any Information Technology Policy Non-Compliance to the Information Technology Department for investigation and resolution. The Information Technology Department will document and process all non-compliance issues per the policy implementation steps above.

This policy applies to all employees and students.

Policy Implementation

• The Dunwoody College of Technology Information Technology Department will complete the “Information Technology Non-Compliance Form” when they encounter an employee or student whom they believe is not compliant with one or more of the Information Technology Policies.
• The “Information Technology Non-Compliance Form” will then be directed to the Information Technology Director/Manager for review and signature.
• The Information Technology Director/Manager will forward the signed form to either the Human Resources Director (employee) or the Dean of Learning (student).
• The Human Resources Director or Dean of Learning will review the non-compliance and take the appropriate actions per their guidelines.
• The Information Technology Non-Compliance form will be completed detailing the resolution and signed by the Human Resources Director or Dean of Learning who is responsible for the case.
• The completed Information Technology Non-Compliance form will be filed in the employee or student folder.

Password Policy
Executive Summary

The security of Dunwoody College of Technology user accounts has become critically important with the increasing growth of on-line information, services, and resources that rely on centrally issued accounts for authentication and authorization. It is the responsibility of both the institution and the individual user to safeguard the security and integrity of each person’s identity and guard against unauthorized access and use of their account.

The password for an individual’s account is the sole key for protecting that account and the Dunwoody resources that the account can access. It proves their identity, authorizes them to access and control important personal and institutional information, grants rights to licensed resources, and allows others to trust the identity of the person linked to their assigned user account. Therefore, the strength and privacy of that password is of paramount importance.

Reason for This Policy

This policy specifies certain minimum components for a strong password, and requirements for maintaining the privacy of a user account password. As part of this policy, BCIT will create and maintain information for users on recommendations and resources for password strength and management best practices.

Who Is Responsible for This Policy

Dunwoody’s Vice President for Administration or her designee is responsible for the maintenance of this policy and for responding to questions regarding this policy. The College reserves the right to amend this policy and to limit or restrict the use of its electronic information resources at its sole discretion.

Who Is Governed by This Policy

This policy applies to all individuals who access, use, or control College electronic resources. Those individuals include, but are not limited to faculty, staff, students, those working on behalf of the College, and individuals authorized by affiliated institutions and organizations.

Policy Statement

All user accounts require a password that meets the following requirements:

- **Length:** The password must be at least 8 characters long
- **Complexity:** Must contain at least 3 of the following four categories:
  - An English uppercase characters (A - Z)
  - An English lowercase characters (a – z)
  - A Number
  - A Non-alphanumeric (e.g., !@#$%^_(->=&%+)

- **Name:** Passwords cannot contain 3 or more consecutive characters from the user’s first name, last name or username.
- **Expiration:** Passwords should be changed by Employees and IT Administrators at least every 4 months due to their access to sensitive information.
- **Lockout:** 30 or more unsuccessful logins must lockout the account for at least 25 hours.
- **History:** Passwords cannot be the same as the last 12 passwords used
- **Inactivity Timeout:** Sessions should be disabled after 60 minutes of inactivity

How to Create Strong Passwords:

A strong password can be memorable to you but is nearly impossible for someone else to guess. Learn what makes a good password, and then follow these tips to create your own:

- Make your password unique. Use a different password for each of your personal accounts.
- Make your password longer and more memorable. Spaces are allowed, so feel free to use a phrase such as a lyric from a song or quote from a movie or speech.
- Use letters, numbers, and symbols. Learn to incorporate letters, numbers, and symbols into your phrase, so it is not so easily guessed.
- Good example: “4Score a&nd 7yrsAgo.”
- Bad example: “four score and seven years ago.”
- Avoid personal information and common words. Avoid creating passwords from info that others might know or could easily find out.

Password Sharing

The sharing of passwords is prohibited. If there is a need to share a password, i.e., an administrator or superuser account, compensating controls approved by Dunwoody IT must be used to ensure that every authentication can be associated with a uniquely responsible user.

Personal Hardware & Software Policy

It is the policy of Dunwoody College of Technology to establish uniform procedures and guidelines pertaining to personal hardware and software. No personal hardware, peripherals or software are allowed on Dunwoody computers. All hardware, peripherals and software of any kind, including in-house developed programs are the sole property of Dunwoody College. Any hardware, peripheral or software must be purchased and installed by the Information Technology Department per the Procurement of Hardware, Peripherals and Software Policy. With respect to software and data files, personal digital images and music are considered non-compliance to this policy. This policy is enforced to reduce problems with equipment, software failure, damage to data files and the introduction of viruses. To restrict access to Dunwoody College data and/or programs and to prevent virus transmission; disks, tapes and emails belonging to Dunwoody College are not to be used in personal home computers.

This policy applies to all employees.

Policy Implementation

- The Dunwoody College Information Technology department will periodically scan each desktop and laptop for personal software and hardware. Any personal hardware, peripheral and/or software that are
found will be removed. Human Resources will be notified of the non-compliance.

• The Information Technology Department is not responsible for the backup or restoration of personal software before removal.
• Non-compliance with this policy will result in appropriate disciplinary action up to and including termination.

Peer to Peer (P2P) File Sharing Policy
Dunwoody College of Technology has established this policy to maintain student and employee compliance to the HEOA P2P File Sharing requirement.

Dunwoody College of Technology employs technical deterrents against P2P File Sharing within the Dunwoody network. The deterrents include blocking P2P network traffic, shaping bandwidth to some Internet sites, monitoring traffic to identify the largest users of Internet bandwidth, and the Dunwoody College Information Technology department will periodically scan each laptop for P2P File Sharing software.

If the scan finds P2P File Sharing software, the Dunwoody College Information Technology department will remove said software and notify the Office of the Dean of Students of its policy non-compliance.

Non-compliance with this policy will result in appropriate disciplinary action up to and including expulsion. Furthermore, Dunwoody reserves the right to initiate a legal investigation.

The College provides access to alternative legal sites for images and music, but does not provide pay-for-use subscriptions. Sites made available include, but are not limited to, iTunes, YouTube, and Hulu. Images and music obtained through documented legal procurement on Dunwoody computers for the purpose of entertainment are permissible within the scope of this policy.

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than $750 and not more than $30,000 per work infringed. For “willful” infringement, a court may award up to $150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to $250,000 per offense.

For more information, please see the website of the U.S. Copyright Office at copyright.gov (http://copyright.gov), especially their FAQ’s at copyright.gov/help/faq (http://copyright.gov/help/faq/).

Specialized Software
The IT Department acquires all software used in the organization, whether purchase or donation. This policy ensures that these assets are properly booked and licensed and that IT has sufficient resources available for the software to run properly in our environment. Any need for additional software should be discussed with the IT Service Desk since we may already have a license for the specific application. You will not be reimbursed for software purchased through other means.

Confidential Information
Dunwoody’s systems contain a large amount of confidential information. All Dunwoody employees have a responsibility to help keep that information private and restricted to only those people who need-to-know. Along with not sharing account credentials, employees should avoid storing files that contain confidential information on a laptop or in any Internet-accessible storage service such as Dropbox, OneDrive or Google Drive. Employees should not send confidential information via email or use a rule to automatically forward messages from your Dunwoody email account to a personal email account.

Document Retention Policy
The College records of Dunwoody College of Technology are important assets. College records include essentially all records you produce as an employee, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract or a case study, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record.

The law requires the College to maintain certain types of school records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject you and the College to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the College in contempt of court, or seriously disadvantage the College in litigation.

The College expects all employees to fully comply with any published records retention or destruction policies and schedules, provided that all employees should note the following general exception to any stated destruction schedule: If you believe, or the College informs you, that College records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until the Legal Counsel determines the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply, or have any question regarding the possible applicability of that exception, please contact Human Resources.

From time to time, the College establishes retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below. While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

- Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the College’s revenues. Tax records should be retained for at least six years from the date of filing the applicable return.
- Employment Records/Personnel Records. State and federal statutes require the College to keep certain recruitment, employment and personnel information. The College should also keep personnel files that reflect performance reviews and any complaints brought against
the College or individual employees under applicable state and federal statutes. The College should also keep all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel in the employee’s personnel file. Employment and personnel records should be retained for six years.

- College Board of Trustees and Board Committee Materials. Meeting minutes should be retained in perpetuity in the College’s minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the College.

- Press Releases/Public Filings. The College should retain permanent copies of all press releases and publicly filed documents under the theory that the College should have its own copy to test the accuracy of any document a member of the public can theoretically produce against that College.

- Legal Files. Legal counsel & Human Resources should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

- Marketing and Sales Documents. The College should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

- Development/Intellectual Property. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the College and are protected as a trade secret where the College:
  - derives independent economic value from the secrecy of the information; and
  - the College has taken affirmative steps to keep the information confidential. The College should keep all documents designated as containing trade secret information for at least the life of the trade secret.

- Contracts. Final, execution copies of all contracts entered into by the College should be retained. The College should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

- Electronic Mail. E-mail that needs to be saved should be either:
  - printed in hard copy and kept in the appropriate file; or
  - downloaded to a computer file and kept electronically on disk as a separate file. Electronic emails will also be saved internally through backup servers (tapes) periodically for e-discovery purposes. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

- Non-compliance with this policy will result in appropriate disciplinary action up to and including termination.

**Passwords**

Employees are responsible for safeguarding their passwords for access to the communication system. Individual passwords must not be printed, stored online, or given to others.

Employees are responsible for all transactions made using their passwords and must change their passwords every hundred twenty (120) days. The Dunwoody network is configured to prompt for the password change at the 120 day interval and will lock a user out of the network should they not change their password within this time limit. No employee shall access the computer system with another employee’s password or account.

Use of passwords to gain access to the communication system or to encode particular files or messages does not imply that employees have an expectation of privacy in the material they create or receive on the communication system. You should not expect any use of the College's communication systems to be private and/or confidential.

**Social Media Policy**

"Social Media" means any online tool through which people communicate, including but not limited to:

- Blogs (web-based journals) and micro-blogs (e.g., Twitter);
- Social networking sites (e.g., Facebook, LinkedIn, social gaming sites, chat rooms);
- Message boards and electronic mailing lists (e.g., LISTSERVs);
- Wikis (collaborative web sites, e.g., Wikipedia);
- Video sharing (e.g., You Tube), picture sharing (e.g., Instagram), and music sharing;
- Comments on news or other sites; and
- Podcasts (multimedia files distributed over the internet).

Dunwoody College of Technology recognizes the importance of online conversations and engagement and is committed to utilizing social media platforms in a responsible, positive, and productive way.
When utilizing social media, employees should demonstrate:

- Transparency in every interaction when speaking about or on behalf of the College.
- Respect for other people, institutions and organizations as well as copyrights, trademarks and other legal protections.
- Protection of our students’ and employees’ data privacy.
- Responsibility in your actions and associations.

Employees must comply with all Dunwoody policies when using Social Media both in a professional capacity and in their personal postings, including, but not limited to, policies that address protecting Dunwoody’s confidential information, misuse of Dunwoody resources, non-discrimination, and harassment.

Personal Use:

When speaking about the College on social media, you must identify yourself honestly, accurately, and completely. You should make clear that you are expressing only personal views, not those of Dunwoody or its other employees. No employee may speak on behalf of Dunwoody without authorization. You assume full responsibility for the content of any personal postings. In addition, if you make online statements in support of Dunwoody, you are required, for legal reasons, to disclose that you work for Dunwoody. Online statements made in support of Dunwoody should be professional in tone and a positive representation of Dunwoody.

Professional Use:

Only designated spokespersons may speak “on behalf of the College” on social media, this includes responding to any negative or disparaging comments. When using social media in a professional capacity you must identify yourself honestly, accurately, and completely. No employee may speak on behalf of Dunwoody without authorization. If you make online statements in support of Dunwoody, you are required, for legal reasons, to disclose that you work for Dunwoody. Online statements made in support of Dunwoody should be professional in tone and a positive representation of Dunwoody.

In addition, Dunwoody encourages employees to keep their professional lives and personal lives separate on social media, especially when using platforms to connect and interact with students.

Non-Disclosure and Improper Use of Dunwoody Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and the success of Dunwoody. Such confidential information includes, but is not limited to, the following examples:

- Computer processes
- Computer programs and codes
- Curriculum
- Customer lists
- Customer preferences
- Donor records
- Financial information
- Marketing strategies
- New materials research
- Pending projects and proposals
- Proprietary processes and information
- Research and development strategies
- Student information and student records

Employees shall not directly or indirectly use or disclose Dunwoody’s confidential information. All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination and/or legal action. Employees are expected to maintain the confidentiality of Dunwoody’s confidential information, as required by applicable law, even after employment has been terminated.

Proprietary Rights

Dunwoody will own all right, title, and interest, including patent rights, copyrights, trade secret rights and all other intellectual property rights of any sort, throughout the world related to all inventions and creative works created by employees in the scope of their employment, including without limitation curriculum and teaching materials. To the maximum extent permitted by law, all creative works created by employees are deemed “works made for hire” under the United States Copyright Act and Dunwoody is deemed the author of these works. Employee agrees to, at Dunwoody’s expense, assist Dunwoody to perfect, protect, and use its rights to inventions and creative works, including without limitation, transferring employee’s entire right, title and interest and enabling Dunwoody to obtain patent, copyright or trademark protection for inventions and creative works anywhere in the world.

Notice: The assignment or offer to assign employee rights in any copyright or invention to Dunwoody does not apply to an invention for which no equipment, supplies, facility or trade secret information of Dunwoody was used and which was developed entirely on the employee’s own time, and

1. which does not relate:
   a. directly to the business of Dunwoody or,
   b. to Dunwoody’s actual demonstrably anticipated research or development, or
2. which does not result from any work performed by the employee for Dunwoody.

Employees are expected to protect the proprietary rights of the curriculum, teaching processes, and copyrights of Dunwoody. Employees should never, without an appropriate license or permission from Dunwoody, copy or distribute, materials owned by Dunwoody, except as necessary for educational purposes at Dunwoody. Employees may use Dunwoody materials for seminars, conferences, and writing textbooks, provided permission is received from the President and proper credit is given. Dunwoody may require a royalty payment for product, curriculum, software, and materials produced by Dunwoody employees and made available for publication and distribution. The President shall determine the royalty terms as necessary.

Dunwoody respects the copyrights of third parties and requires all employees to comply with copyright law. Employees must comply with the “fair use” exception set forth in the Copyright Act, and as applicable, in the Classroom Guidelines drafted by Congress and the Conference on Fair Use (CONFU) Guidelines for Fair Use. Employees will not illegally reproduce or direct someone else to illegally reproduce copyrighted materials, including without limitation copyright protected materials that
are not within a fair use exception or any software, database files, and
documentation owned or licensed by Dunwoody or a third party.

**Pre-Employment Background Checks**

Dunwoody is committed to providing a safe and healthy work
environment for all employees and ensuring that individuals who join the
College are well qualified to be productive and successful employees.
To help accomplish these goals, Dunwoody conducts several types
of background checks on all candidates who are offered a position
including reference checks and criminal background checks consistent
with applicable state and federal laws. All job offers are contingent upon
satisfactory results. This policy applies to all full time, part time
and contract faculty and staff positions, as well as all student employees.

**Driving License/Record Checks**

For those positions that require driving of Dunwoody vehicles, the pre
employment background checks also includes a check to verify a valid
driver's license and a record of driving offenses. Any employee who drives
Dunwoody owned or leased vehicles, or transports Dunwoody students, is
also required to have successfully passed a motor vehicle record search.
This policy applies to all full time, part time, adjunct and contract faculty
and staff positions, as well as all student employees. Motor vehicle
record checks will be performed periodically throughout employment.

**Degree Verification**

All degrees obtained will be verified for all full time, part time
and adjunct positions or when required by the position. All faculty positions,
including adjunct, must provide official transcripts to the college upon
employment.

**Freedom of Expression Policy**

In accordance with its Mission, members of the Dunwoody community
are expected to develop into leaders and entrepreneurs. This goal is often
accomplished through normal activities of Dunwoody students, staff,
faculty and administration while learning and working in an environment
of Inclusion, Innovation, Integrity, Excellence and Tradition.

Dunwoody strives to create an environment in which diverse opinions
can be expressed and heard. Members of the Dunwoody community have
the right to peacefully express their views and opinions, regardless of
whether others may disagree, but not in such a way as to prevent the
speaker's freedom of expression or interfere with the college operation.
Views expressed should not violate any of Dunwoody's policies or values.

**Employee Records and Compensation**

It is the responsibility of each employee to promptly notify Dunwoody
of any changes in their personal data. Personal mailing addresses,
television numbers, names of dependents enrolled in benefits,
individuals to be contacted in the event of an emergency, educational
accomplishment, and other such status reports should be accurate and
current at all times. If any personal data has changed, employees should
enter those changes into the Human Resources Information System.

**Notice Regarding Access to Personnel Files**

Minnesota Law provides employees with certain rights relating to their
personnel records. Dunwoody will comply with all requirements of the
law. Employees are put on notice of the following rights and remedies
provided by Minnesota law.

Employees, upon making a good faith written request, have the right to
review their personnel record, as defined by statute, up to once every
six months. The record will be made available during Dunwoody's
normal hours of operation, but not necessarily the employee's normal
working hours, and at the employee's place of employment. Dunwoody
may require that the review be done in the presence of a Dunwoody
representative. If employees so choose, they may make a written request
for a copy of the personnel record which will be provided free of charge.

Former employees, upon making a good faith written request, have the
right to receive a copy of their personnel record, as defined by statute,
both each year after separation of employment for as long as the
personnel record is maintained. The personnel records will be provided
free of charge.

Dunwoody will comply with the written request to review or provide a
copy of the personnel record within seven (7) working days after receipt
of the written request, or within fourteen (14) working days after the
receipt of the request if the personnel record is located outside of the
state.

Employees and former employees have the right to submit a written
position statement to the personnel record if the record contains
any disputed information which the employee/former employee and
Dunwoody cannot agree to remove or revise. The written position
statement may not exceed five written pages. The written position
statement must be included along with the disputed information in the
record for as long as the disputed information is maintained in the
personnel record. A copy of the written position statement must also
be provided to any other person who receives a copy of the disputed
information from Dunwoody after the written position statement is
submitted.

Under the personnel records statute, employees and former employees
may bring a civil cause of action seeking to compel compliance and
may recover actual damages plus costs for a violation of the statutes.
In addition, the Minnesota Department of Labor & Industry enforces the
statute and can seek additional remedies.

Dunwoody will not retaliate against an employee for asserting the rights
or seeking the remedies described above. The full text of Minnesota
Statute Section 181.960 – 181.966 is available for review upon request.

**Wage information**

Employees have the right, under Minnesota law, to disclose their
own wages and to discuss another employee's wages which have
been voluntarily disclosed by that employee. An employee does not,
however, have the right to disclose wage information to a competitor of
Dunwoody.

Dunwoody shall not require an employee to agree to give up his/her/
their wage disclosure rights as a condition of employment, to sign any
document that purports to deny an employee their wage disclosure rights,
or take any retaliatory or other adverse employment action against an
employee for exercising their wage disclosure rights.

A copy of Minn. Stat. § 181.172 can be obtained from Dunwoody upon
request. § 181.172 permits a civil cause of action for a violation of the
statute and, in any such action, the court may, if found appropriate, order
job reinstatement, back pay, restoration of lost service credit, and the expungement of adverse records.

**Pay and Deductions**

If the regular payday occurs on a Saturday, Sunday, Friday holiday, or a federal holiday, employees will be paid on the last prior working day. Each paycheck will include earnings for all work performed through the end of the previous payroll period. An employee who discovers a mistake their paycheck, loses their paycheck, or has it stolen should notify the Payroll Department immediately.

Each payday employees are able to access, in addition to their check or notice of direct deposit, a statement showing gross pay, deductions, and net pay. Applicable state, federal, and local taxes will be deducted automatically. Other deductions may also be made as required by law, or as designated by the employee. If you have questions concerning why deductions were made from your paycheck or how they were calculated, direct them to the Human Resources Department.

**Pay Corrections**

It is Dunwoody’s policy to fully comply with state and federal laws regarding payment of wages and to investigate and correct any improper payroll deductions or other payroll practices that do not comply with these laws. Dunwoody takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In addition, Dunwoody will pay salaried employees their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law.

In the event that there is an error in the amount of pay, that an improper deduction has been taken, or another improper payroll practice is occurring, the employee should promptly bring the issue to the attention of the employee’s supervisor or the Payroll Department, so that corrections can be made as quickly as possible. Dunwoody will see that the matter is appropriately reviewed, and the employee will be reimbursed for the amount of any inappropriate deduction taken or other payroll mistake.

**Pay Advances**

In the event of a personal emergency, employees may request a pay advance. Employees must submit a Pay Advance Request Form to the CFO, indicating the general nature of the emergency involved. The CFO will evaluate the request and determine whether a pay advance can be granted. The amount of any pay advance granted may not exceed 50% of an employee’s normal paycheck amount. The employee will receive the remaining 50% of the paycheck on the normal payday.

**Overtime**

Non-Exempt employees will be paid overtime compensation at the rate of one and one-half times their regular hourly rate for work in excess of 40 hours worked during their normal workweek (Sunday – Saturday). The employee’s supervisor must approve overtime in advance. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination.

Overtime pay is based on actual hours worked. Time off on sick leave, PTO, holiday, personal time or any leave of absence will not be considered hours worked for purposes of calculating overtime.

**Employee References**

Employees are not permitted to give references of any kind regarding current or former employees (including student employees). References of this nature should be referred to the Human Resources Department. Only pertinent, factual information, such as dates of employment, job title, etc. will be released by Human Resources.

**Leaves of Absence**

Dunwoody offer several different kinds of leaves for employees. Leaves are organized into sections:

- Family and Medical Leaves
  - FMLA
  - Parental Leave
  - Leave to Care for Sick or Injured Family Members
  - Bone Marrow Donation Leave
  - School Conference and Activities Leave
- Personal Leaves
  - Bereavement Leave
  - Educational Leave
- Military Leave
- Civic Duty Leaves
  - Jury Duty Leave
  - Witness Leave
  - Time Off to Vote

**Family and Medical Leave**

Dunwoody provides eligible employees with unpaid leave of absence under the provisions of the Family and Medical Leave Act (FMLA). The general provisions of the policy are outlined below. This policy is intended to comply with the FMLA, and the terms used in this policy are used as defined by the FMLA and applicable law.

**Eligibility**

You may be eligible for a 12 week leave of absence under the FMLA if:

- You have been employed by Dunwoody for at least 12 months (need not be consecutive)
- You have worked (actual hours worked) at least 1250 hours during the 12 month period preceding the beginning of your leave.
- Dunwoody employs at least 50 employees at your worksite or within 75 miles of your worksite for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year.

**Reasons for Leave**

Under the FMLA, eligible employees may take up to 12 weeks unpaid leave during a single rolling 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth
- To care for your child after birth or placement of a child with you for adoption or foster care
- When you are needed to care for a spouse, child or parent with a serious health condition (for purposes of this type of leave, a “child” is
limited to a son or daughter who is either under age 18 or who is older and is incapable of self-care because of a disability

• When you are unable to perform your job functions because of a serious health condition

• For a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active military duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. For purposes of this type of leave, a “child” is a son or daughter of any age. Examples of qualifying exigencies include, but are not limited to, preparing for short-notice deployment, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, caring for the military member’s parent who is incapable of self-care, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Under the FMLA, an eligible employee may also take up to 26 weeks unpaid leave during a single 12-month period to care for a Covered Servicemember who is your spouse, son, daughter, parent, or your qualified next of kin. A Covered Servicemember is a 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 otherwise on the temporary disability retired list, for a serious injury or illness; or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Employees who take Covered Servicemember leave for fewer than 26 weeks may also take FMLA leave for other qualifying reasons in the same year, but they are not entitled to take more than a combined total of 26 weeks of FMLA leave (for any reason) during the 12 month period in which Covered Servicemember leave is taken.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Additional Information about Amount of Leave

Except for Covered Servicemember leaves, the 12-month period during which FMLA leave is available to an eligible employee will be calculated on a rolling year basis, measured backwards from the date the employee takes any FMLA leave.

For purposes of Covered Servicemember leave, the 12-month period will be measured forward from the date an employee's leave to care for the Covered Servicemember begins.

Unlike other types of FMLA leave, in which the 12-week leave entitlement is available in “any 12-month period,” Covered Servicemember leave is only available in “a single 12-month period.” Covered Servicemember leave is available on a per-Covered-Servicemember, per-injury basis, meaning that an employee may not take more than one Covered Servicemember leave during their employment unless the leave is taken to care for a different Covered Servicemember or to care for a subsequent serious injury or illness of the same Covered Servicemember. In addition, if an employee takes fewer than their 26 weeks of Covered Servicemember leave in a single 12-month period, the remaining weeks do not carry forward and are no longer available for use.

If you and your spouse are both employed by Dunwoody, you are entitled to a combined total of 12 weeks FMLA leave (not 12 weeks each) for the birth/adoption/foster care placement of a child, or to care for a parent with a serious health condition. In addition, spouses who are both employed by Dunwoody and who take FMLA leave to care for a Covered Servicemember, as described above, are limited to a combined total of 26 weeks leave (not 26 weeks each) in a single 12 month period for all types of FMLA leave.

Unless the employee requests special arrangements and is granted permission, FMLA leave for the birth or adoption of a child or for foster care placement must be taken all at one time.

FMLA leave taken because of the employee’s or another’s serious health condition, or to care for a Covered Service member’s illness or injury incurred in the line of duty (as described above), or a qualifying exigency may be taken intermittently, all at one time, or in the form of a reduced work schedule, depending upon what is medically or otherwise necessary. Leave taken by part-time employees in the form of a reduced schedule will be pro-rated to the number of hours worked during the last 12 months.

Employee Notice

FMLA Leave should be scheduled with the employee’s supervisor as far in advance as possible. If leave is foreseeable, such as a planned medical procedure, at least thirty (30) days advance notice should be given. When taking leave due to a foreseeable qualifying exigency arising out of a covered family member’s active military duty (or impending call or order to duty), you must provide such notice as is reasonable and practicable.

If the need for leave is not foreseeable, you must provide notice as soon as possible. Employees are expected to follow the College’s regular call-in procedures for any unforeseeable absence, absent extenuating circumstances.

Required Certification

Employees requesting family and medical leave related to the serious health condition of themselves, a child, spouse, parent, to care for a Covered Servicemember, or for leave related to a qualifying medical exigency caused by a covered family member’s active military duty (or impending call to duty) must include a “Certification of Health Care Provider” form, signed by the treating physician. Dunwoody may, at its own discretion and expense, require a second or third opinion in certain cases. Employees may also be required to provide reasonable documentation or a statement of family relationship to support a request for leave. If the Department of Defense issues an employee an Invitational Travel Order (“ITO”) or an Invitational Travel Authorization (“ITA”) to care for a Covered Servicemember, no further certification will be required.

If FMLA leave is taken due to a military qualifying exigency, an employee will be asked to provide a certification, including a copy of the involved military orders, that a covered military member is on active duty or has been called to active duty. The employee will also be asked to provide a certification or statement about the nature and details of the exigency so that Dunwoody can determine whether it is an FMLA-qualifying exigency, the amount of leave needed, and the employee’s relationship to the military member.

Certification forms can be obtained from Human Resources.
Benefits During Leave

Dunwoody will maintain benefits (such as health insurance, dental insurance, STD, LTD, life insurance, etc.) that were in effect prior to leave and on the same basis as if the employee had continued in active employment. Employee premium payments must be made in a timely manner to avoid jeopardizing coverage. Failure to pay the premiums as required may result in the termination of the employee’s, and any dependents’, health benefits. If an employee fails to report to work promptly at the end of the approved leave period, Dunwoody will assume that the employee has resigned. If an employee fails to return to work after the expiration of the required leave period, the employee must reimburse Dunwoody for the group health insurance premiums paid by Dunwoody to maintain health insurance coverage during the leave.

Benefit accruals, such as PTO, will be suspended during the leave, unless the leave is for a work related incident, and will resume upon return to active employment. Dunwoody will restore all benefits when the employee returns to work.

If an employee has any sick time and/or PTO available, they must use accrued sick time and/or PTO during any FMLA leave period, with the following exception:

- Employees receiving workers’ compensation benefits during their FMLA Leave are not required to, and may not elect to, use PTO concurrent with FMLA Leave during the period they are receiving such benefits.

Return to Work

So that an employee’s return to work can be properly scheduled, an employee on family and medical leave is requested to provide Dunwoody with at least two weeks advance notice of the date the employee intends to return to work. When a family and medical leave ends, the employee will generally be reinstated to the same position if it is available, or to an equivalent position for which the employee is qualified. However, reinstatement may not be granted in certain circumstances, including “key employees,” or in the case of a job elimination or other situations.

Care for Sick/Injured Family Members

An employee who has worked for Dunwoody for at least twelve (12) months and who has worked at least one-half (1/2) time during the past twelve (12) months may use their accrued Sick Leave (defined below) to care for the employee’s sick or injured child, stepchild, foster child, adopted child, adult child, spouse, sibling, parent, parent-in-law, stepparent, grandparent, or grandchild (including a biological, step, foster, or adopted grandchild) for reasonable times as the employee’s attendance may be necessary. This type of leave is referred to as a “Sick Family Member Leave”.

In addition, an employee who has worked for Dunwoody for at least twelve (12) months and who has worked at least one-half (1/2) time during the past twelve (12) months may use their accrued Sick Leave to receive assistance or provide assistance to the employee’s child, stepchild, foster child, adopted child, adult child, spouse, sibling, parent, parent-in-law, stepparent, grandparent, or grandchild (including a biological, step, foster, or adopted grandchild) because of domestic abuse (as defined in Minn. Stat. § 518B.01), sexual assault (as defined in Minn. Stat. §§ 609.342, 609.3453, or 609.352), or stalking (as defined in Minn. Stat. § 609.749). This type of leave is referred to as a “Safety Leave.”

Eligible employees are limited to using a maximum of 160 hours of sick time in any twelve (12) month period for a Safety Leave or for a Sick Family Member Leave resulting from the illness of or injury to the employee’s adult child, spouse, sibling, parent, parent-in-law, stepparent, grandparent, or grandchild.

The use of sick time under this policy must be used in the same manner as the employee would use the sick time for their own illness.

Parental Leave

Minnesota employees may also be eligible for Pregnancy and Parenting Leave. Under the Minnesota Parental Leave Act, an employee who has worked for Dunwoody for at least 12 months and who has worked at least one half (1/2) time during the twelve (12) months preceding a leave is entitled to take up to twelve (12) weeks of leave as follows:

- An eligible biological or adoptive parent may take such leave for the birth or adoption of a child; and
- An eligible female employee may take such leave for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions.

An employee requesting parental leave must give Dunwoody at least thirty (30) days advance notice of the start and end dates of the requested leave, unless such notice is not possible due to legitimate unanticipated factors in which case as much notice as is possible should be given. For a leave for the birth or adoption of a child, the leave must begin within either 12 months of the birth or adoption or, if the child must remain in the hospital longer than the mother, within 12 months of the child leaving the hospital.

Eligible employees may request up to twelve weeks of parental leave within any 12-month period. If an employee’s leave of absence qualifies as both parental leave under this policy and medical leave under FMLA policy, the two leaves will run concurrently, i.e. the absence will count against both leave entitlements.

Benefit accruals, such as PTO will be suspended during the leave and will resume upon return to active employment. Dunwoody will continue to provide health insurance benefits during parental leave on the same basis as if the employee had continued in active employment.

If an employee has any sick time and/or PTO available, they must use accrued sick time and/or PTO during any FMLA leave period, with the following exception:

- Employees receiving workers’ compensation benefits during their FMLA Leave are not required to, and may not elect to, use PTO concurrent with FMLA Leave during the period they are receiving such benefits.

When a parental leave ends, the employee will be able to return to the same position, if it is available, or to a similar available position, at the same rate of pay, for which the employee is qualified.

If an employee fails to report to work promptly at the end of the approved leave period, Dunwoody will assume that the employee has resigned. If an employee fails to return to work after the expiration of the approved leave period, the employee must reimburse Dunwoody for the group health insurance premiums paid by Dunwoody to maintain health insurance coverage during the leave.
Dunwoody also has a Paid Parental Leave Benefit for benefits-eligible employees. Learn more about that here (https://catalog.dunwoody.edu/employee-handbook/employee-benefits/paid-parental-leave/).

**Bone Marrow Donation Leave**

Dunwoody will provide up to 40 hours of paid leave to employees who work an average of 20 hours per week to undergo a medical procedure to donate bone marrow to another person. Verification by a physician for the purpose and length of the leave may be required. Dunwoody will not retaliate against any employee for requesting or obtaining a leave of absence as provided by this policy.

**School Conference and Activities**

An employee may take unpaid leave of up to a total of 16 hours within a 12-month period to attend school conferences or school-related activities related to the employee’s child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee’s child receives child care services or attends a pre-kindergarten regular or special education program, the employee may use the leave time to attend a conference or activity related to the employee’s child or to observe and monitor the services or program, provided the conference, activity or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide the supervisor with reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of Dunwoody. An employee may substitute any accrued paid PTO or other appropriate paid leave for any part of the School Conference leave.

**Personal Leave**

Dunwoody may provide extended leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

- Regular full-time employees
- Regular part-time employees with benefits

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

The amount of personal leave is determined case-by-case. An employee must take PTO as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, Dunwoody will provide health insurance benefits until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, Dunwoody will again provide benefits according to the applicable plans.

Benefit accruals, such as PTO will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, Dunwoody cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the expiration of the approved leave period, Dunwoody will assume the employee has resigned.

**Bereavement Leave**

Regular employees make take up to 3 consecutive days off to due to the death of a family member. The employee should notify their supervisor as soon as possible. An employee may, with their supervisor’s approval, use any available PTO for additional time off as necessary.

**Educational Leave**

This leave policy applies to full-time employees who wish to take an extended educational leave beyond regular professional development benefits. Eligible employees should make requests for educational leaves, totaling a minimum of 7 days to a maximum of 3 months, at least 30 days before such leave is to commence. Requests must be made in writing. Such requests should indicate:

- Purpose for educational leave;
- Length of leave;
- Benefits to Dunwoody; and
- Benefit to the individual.

The employee’s, supervisor and the Human Resources Department must approve all such education leaves prior to taking them. Approval is not guaranteed.

**Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available PTO for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

PTO will continue to accrue during a military leave of absence.

Employees whose period of service is less than 31 days must report back to work at the first regularly scheduled business day after the completion of military service and the time required for return from the place of military service to the place of civilian employment. Employees called to active duty for more than 30 days, but less than 181 days, must report back to work not more than 14 days after the completion of military service. Employees called to active duty for more than 180 days...
must report back to work not more than 90 days after the completion of military service.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Dunwoody College of Technology will grant an unpaid leave of absence of up to ten working days to an employee whose immediate family member is killed or injured while on active military duty. For purposes of this section “immediate family member” refers to the employee’s parent, child, grandparent, sibling or spouse.

One day of unpaid leave will be granted to an employee to attend the sendoff and one day of unpaid leave will be granted to attend the homecoming ceremony for the employee’s grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé or fiancée who has been ordered into active military service in support of a war or other national emergency, unless such leave would unduly disrupt the operations of the College.

Civic Duty Leaves

Time Off to Vote

Dunwoody encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are expected to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, they may request and receive paid leave for such time as is necessary to vote. Employees should request paid time off to vote in writing from their supervisor at least two working days prior Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. The supervisor will notify the employee at what time they will be allowed to take their time off.

Witness Duty

Dunwoody encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by Dunwoody, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than Dunwoody. Employees should use any available paid leave benefit (such as PTO) to receive compensation for the period of this absence.

The subpoena should be shown to the employee’s supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee’s absence. The employee is expected to report for work whenever the court schedule permits.

Jury Duty

Dunwoody encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full-time employees may request up to 2 weeks of Dunwoody paid jury duty leave over any one-year period. Employees are required to submit their jury duty stipend to the school in exchange for their regular pay. Employees must show the jury duty summons to their supervisor. Employees are expected to report for work whenever the court schedule permits.

Either Dunwoody or the employee may request an excuse from jury duty if, in Dunwoody’s judgment, the employee’s absence would create serious operational hardship.

Dunwoody will continue to provide health insurance benefits for the full term of the jury duty absence. PTO will continue to accrue during jury duty leave. Dunwoody will not make deductions from the salary of an exempt employee who serves on a jury if the employee also performs work for Dunwoody in the same work week.

Employee Benefits

Dunwoody College of Technology offers a comprehensive program of benefits. Benefits eligibility is dependent upon a variety of factors, including employment category. Programs such as social security, worker’s compensation, and unemployment insurance cover all employees in the manner prescribed by law.

The following benefit programs are available to eligible employees:

- 403(b) Savings Plan
- Bereavement Leave
- Dental Insurance
- Life Assistance Program
- Health and Wellness Program
- Holidays
- Life Insurance
- Long Term Disability
- Medical Insurance
- Paid Time Off (PTO)
- Paid Parental Leave
- Parking
- Personal Absence
- Pre Paid Legal
- Section 125 Cafeteria Plan
- Short Term Disability
- Sick Days
- Supplemental Life Insurance
- Tuition Benefit – Dunwoody College
- Tuition Reimbursement
- Vision Insurance

Eligible employees shall be provided benefit plan details and descriptions upon request.

Retirement Benefits

All employees, other than student employees and leased employees, are eligible to make voluntary contributions to the Dunwoody College of Technology Employees’ Savings Plan (the “403(b) Plan”). Eligible employees may begin making voluntary contributions as of the first pay period following the employee’s date of hire.

In addition, after completion of certain service requirements, all employees other than student employees, leased employees and adjunct
employees will be eligible to receive any contributions that Dunwoody makes to the 403(b) Plan.

The 403(b) Summary Plan Description provides more detailed information regarding eligibility and benefits under the 403(b) Plan and is available on staff.dunwoody.edu (http://staff.dunwoody.edu).

Workers' Compensation Insurance

Worker’s Compensation Insurance was designed to provide employees with benefits for an injury or illness they may suffer in connection with their employment. Under the provisions of the law, if an employee is injured at work, the employee is generally eligible to apply for Worker's Compensation.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. An Employee Accident Worksheet Form must be completed by the employee for all on-the-job injuries and submitted to Human Resources within 24 hours.

Dunwoody supports the practice of bringing injured employees back to work, when approved by their physician, to a position which is compatible with any restrictions they may have. We believe this practice serves the best interests of our employees and organization.

PTO continues to accrue during the period of time an employee experiences lost time from work due to a work-related accident or illness and return to work date. Employees have an option to choose to supplement their worker’s compensation disability benefit with PTO accrued hours.

Neither Dunwoody nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Dunwoody, or which are caused by the employee’s own misconduct.

Paid Time Off (PTO)

The amounts of PTO employees receive each year increases with the length of their continuous employment by Dunwoody as shown in the following schedule:

<table>
<thead>
<tr>
<th>PTO Earning Schedule</th>
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<tbody>
<tr>
<td>Amount of Eligible Service</td>
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<tr>
<td>0 months to 1st Anniversary</td>
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<tr>
<td>After 1st Anniversary</td>
</tr>
<tr>
<td>After 2nd Anniversary</td>
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<tr>
<td>After 15th Anniversary</td>
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</tbody>
</table>

Regular full-time employees and part-time employees working 30 or more hours per week will begin accruing PTO on their date of hire at Dunwoody.

In a given day, PTO can be taken at a minimum of one hour and in increments of 30 minutes. If an unexpected need to be absent occurs, employees should notify their supervisor before the start of their workday and each additional day of absence.

To schedule PTO, employees must seek and receive advance supervisor approval. Requests will be reviewed based on business needs and staffing requirements.

PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation.

PTO accrued during any fiscal year can be carried over into the next fiscal year, but it must be used by September 30th, or it will be forfeited.

Upon termination of employment, employees will be paid for current year PTO earned but unused through their last day of work. Terminating employees will not be paid for PTO Carryover.

With prior supervisor approval, employees can incur a negative PTO balance not to exceed 40 hours. By signing off that they have reviewed this handbook, the employee acknowledges that Dunwoody may deduct the dollar value of the negative PTO balance from employee’s final paycheck if employment terminates before the employee accrues enough PTO hours to make up for the negative balance.

Sick Leave

In the event of a non-work related illness or injury, Dunwoody provides sick leave benefits for the purpose of providing income protection to all eligible employees.

An eligible employee may use sick leave for an absence due to their own illness or injury, or for Sick Family Member Leave or Safety Leave, defined on the Family and Medical Leave page.

Sick leave is provided/accrued as follows:

- Regular full-time employees (those working 40 hours/week): 56 hours of sick leave on the first day of each fiscal year
- Regular part-time employees with benefits (those working at least 30 hours/week): 48 hours of sick leave on the first day of each fiscal year.
- Part-time employees (those working less than 30 hours/week): accrue 1 hour of sick leave for every 30 hours worked
- Adjunct Instructors: 1 hour of sick leave for every 30 hours worked on the first day of each semester

In a given day, sick leave can be taken at a minimum of one hour and in increments of 30 minutes. Sick leave may be carried over from year to year, but the balance shall not exceed 80 hours at any given time.

Employees who exhaust all of their sick leave will be required to use PTO for additional days off. Sick days taken after the exhaustion of PTO will be without pay unless the employee is eligible for short-term disability benefits.

Employees who are unable to report to work due to illness or injury must notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence except in the case of longer term absences.
when other arrangements for notice are made by the supervisor. If an employee is absent for five (5) or more consecutive days due to illness or injury, a physician’s statement must be provided verifying the illness and certifying the employee fit for duty. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Before returning to work from a sick leave absence, an employee shall be required to provide a physician’s verification that they may safely return to work and is able to perform the job.

Employees may qualify for short-term disability benefits if absent for more than eight (8) calendar days, subject to the eligibility requirements listed in the short-term disability plan documents. Short-term disability provides eligible employees with 60% of their gross salary for up to 180 days. Each employee is required to use his/her accrued sick and PTO hours in conjunction with the short-term disability benefit not to exceed their normal weekly earnings.

Any leave taken under this provision, that qualifies as leave under the Family and Medical Leave Act, will be counted as FMLA leave and charged to an employee’s entitlement of twelve (12) weeks of FMLA leave in a rolling twelve (12) month period.

### Personal Time

In the event of an appointment needing to be scheduled during working hours, Dunwoody provides Personal Time benefits for the purpose of providing income protection to all eligible employees. Except where advance permission by the supervisor is granted, personal time is to be used in increments of not more than three hours per day.

Regular full-time employees accrue 9 hours of Personal Time on the first day of each fiscal year. Regular part-time employees with benefits, who are scheduled to work 30 or more hours per week, accrue 7 hours of Personal Time on the first day of each fiscal year.

An eligible employee may use personal time for an absence to attend an appointment that cannot be scheduled outside of working hours. Personal time must be used during the fiscal year in which it is accrued and does not carry over from one fiscal year to the next.

### Volunteer Time Off

Dunwoody recognizes as part of our mission to change lives and build opportunities, we can also help improve our community through volunteer work.

The intention of the volunteer time off policy is to permit all regular benefit-eligible employees to take paid time off for volunteer activities during the business day.

Eligible employees are able to take up to 16 hours of time off with pay each fiscal year. These hours can be divided over the year, or can be focused into 2 working days. They are awarded on the first day of each fiscal year.

**VTO is to be used for the following approved activities:**

- Personal volunteering activities, for a registered non-profit charity (501c3 or tax exempt charitable organization)
- Disaster relief efforts (for a local organization)

**To be eligible for VTO, an employee must:**

- Be in good performance standing (employees on a performance improvement plan (PIP) or in any disciplinary actions will not be permitted to take VTO until performance has been improved)
- Receive manager approval before volunteering (just as you would for paid time off)

### Paid Parental Leave

Dunwoody College of Technology will provide up to six weeks of paid parental leave to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to recover from the birth of a child and/or care for and bond with a newborn or a newly adopted or newly placed child before returning to work. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave and Minnesota Parental Leave Act (MPLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after 1/1/19.

#### Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the College for at least 12 months (the 12 months do not need to be consecutive); and
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin; and
- Be a full- or part-time, regular, benefits eligible employee

In addition, employees must meet one of the following criteria:

- Have given birth to a child; or
- Be a spouse or committed partner of a woman who has given birth to a child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

#### Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of six weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at one hundred percent (100%) of the employee’s regular, straight-time weekly pay. Paid parental leave will be paid on a semi-monthly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee. Parental leave may not be used or extended beyond this six-month time frame.
- In the event of an employee who has given birth, the six weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee’s own medical recovery following childbirth. The employee is required to use their accrued sick and PTO hours in conjunction with the short-term disability benefit not to exceed their normal weekly earnings.
• Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the six-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six-month time frame.
• Upon termination of the individual's employment at the College, they will not be paid for any unused paid parental leave for which they were eligible.
• If an employee voluntarily separates from employment within 60 days of the end of their parental leave period, the employee may be required to repay the College for all paid parental leave received under this policy, excluding sick, vacation, and personal time.

Coordination with Other Policies

• Paid parental leave taken under this policy will run concurrently with any other legally mandated leaves, including under the FMLA and MPLA as applicable. Please refer to the College’s Family and Medical Leave Policy and Minnesota Parental Leave Policy for further guidance on the FMLA and MPLA.
• For the six weeks of paid parental leave provided under this policy, the College will maintain all health and welfare benefits that were in effect prior to leave and on the same basis as if the employee had continued in active employment, just as if they were taking any other College paid leave such as paid vacation leave or paid sick leave. The employee’s share of benefit premiums will continue to be paid by the method normally used during paid leave (typically by payroll deduction).
• Time off accruals, such as PTO will be suspended during the leave and will resume upon return to active employment.
• If a paid holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
• An employee who takes paid parental leave and does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.
• If an employee needs leave beyond the six weeks of paid parental leave provided pursuant to this policy, please refer to the College’s disability insurance policies, Family and Medical Leave Policy, and Minnesota Parental Leave Policy.

Requests for Paid Parental Leave

• The employee will provide their supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
• As is the case with all College policies, the College has the exclusive right to interpret this policy.

Holidays

Dunwoody grants paid holiday time off to all employees on the holidays listed below:
• New Year’s Day (January 1)
• Martin Luther King, Jr. Day (third Monday in January)
• Presidents’ Day (third Monday in February)
• Spring Holiday (Friday before Easter)
• Memorial Day (last Monday in May)
• Independence Day (July 4)
• Labor Day (first Monday in September)
• Thanksgiving (fourth Thursday in November)
• Day after Thanksgiving
• Christmas Eve (December 24)
• Christmas Day (December 25)
• New Year’s Eve (December 31)
• Floating Holiday; this day is designated by Dunwoody, typically in conjunction with Christmas or New Year’s holiday.

Dunwoody will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee’s straight-time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):
• Regular full-time employees
• Regular part-time employees with benefits

If a recognized holiday falls during an eligible employee’s PTO, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Employee Assistance Program

Dunwoody College of Technology employees and their families may access a service called Employee Assistance Program. This service offers a full range of programs to provide advice and assistance for a wide range of life issues.

Call Toll Free 1-800-316-2796 or visit mutualofomaha.com/eap (https://www.mutualofomaha.com/eap/)

Professional Development

Professional Development Requirements for All Employees

All employees will develop an annual professional development plan that provides for educational and personal improvement experiences. This annual professional development plan will be based upon consideration of:
• The employee’s targeted areas of growth;
• The department’s needs as affected by the employee;
• Dunwoody’s strategic plan

Development activities may include:
• Internal and/or external training sessions.
• Academic undergraduate or graduate level courses that directly relate to an employee’s current position and job function.
• Completion of approved technical industry and/or conference training sessions.
• Approved industry work experience.
Faculty Requirements

Technical faculty will have or attain a Bachelor’s degree in a relevant/related field of study from an accredited college or university and complete all Dunwoody professional development requirements. Technical faculty without a Bachelor’s degree must have a plan in place and be actively pursuing their degree.

Arts & Sciences faculty must currently possess a Master’s degree in a relevant field of study from an accredited college or university and complete all Dunwoody professional development requirements.

Staff Requirements

Staff members are expected to meet annual professional development/continuing education objectives. Staff must complete any necessary annual training programs required by State and Federal agencies. Such requirements may be met through seminars, conferences and programs covering work related subjects, such as:

• Academic undergraduate and/or graduate level courses that directly relate to an employee’s work assignment and are approved by department directors, CFO, and Human Resources. Approval for undergraduate or graduate level courses is done on an individual case-by-case basis.
• Courses leading to the renewal of a required license or competency card;
• Internal training provided by Dunwoody through conferences, course offerings or mandatory training sessions.

Process for Faculty and Staff

The documentation process for the approval and completion of professional development and/or continuing education hours will consist of one or more of the following:

• A Degree Planning Form completed and approved prior to attending any college or university courses under the tuition reimbursement program. The form can be found on staff.dunwoody.edu (https://staff.dunwoody.edu).
• A Tuition Reimbursement Form, receipts, and course grades submitted to Human Resources for reimbursement. The form can be found on staff.dunwoody.edu (https://staff.dunwoody.edu).

Employee and Dependent Tuition Program

The Employee Tuition Reimbursement Benefit

To be eligible for the tuition reimbursement program, you must have completed 1 full year of employment as a full time or part time benefit eligible employee.

All full-time and part-time benefit eligible employees pursuing an approved undergraduate or graduate degree will receive tuition reimbursement at 100% up to the maximum IRS non-taxable limit of $5,250 per calendar year by date paid. Prior to beginning a program of study, the program must receive approval from the employee’s manager, Provost, Human Resources, and CFO.

Tuition reimbursement does not cover the cost of books for courses, lab fees, tools needed for class, or other costs associated with attending the course or college.

Tuition reimbursement must be submitted within three months of class completion. Classes must be completed prior to receiving reimbursement. Employees must submit the final grade (unofficial transcript will be accepted) and proof of tuition payment to Human Resources. To receive reimbursement, employees must receive a grade of C or better.

The Employee Tuition Benefit for Dunwoody Courses

All regular full-time and part-time benefit eligible employees are welcome to take courses offered at Dunwoody. These courses include credit, continuing education, seminars and/or workshops that are designed and offered by Dunwoody for the general public. This benefit does not apply to those offered by Dunwoody to private companies for their own employees.

Please note that adjunct faculty, part time non-benefit eligible, temporary employees, and student employees are not eligible for this benefit.

Following is an outline of the employee tuition benefit:

• Full time or Part time benefit eligible employees will be eligible to attend courses without paying tuition.

Conditions of the tuition benefit program:

• Prior approval is required to attend Dunwoody College of Technology under this benefit. Approval is required from the employee’s manager, Human Resources, Financial Aid, and CFO.
• The Employee Tuition Waiver Application must be completed and received by Human Resources prior to the beginning of each semester in order to receive this benefit. If the Application is not received prior to the beginning of the semester, the employee will be billed directly for tuition costs.
• A new employee must have completed one semester of employment or its full-time equivalent (FTE) for part-time benefit eligible employees.
• Students have priority in registering for classes. Therefore, employees may register for classes that still have available room once student registrations are complete.
• Scheduling should be cleared with an immediate supervisor and department director. Modified flex-time may be coordinated to allow for all professional duties to be met.
• The employee must make application for admission to Dunwoody as a special student. The application fee will be waived if requested in writing. Also, the employee will pay lab fees, books and/or any other fees assessed for the class.
• The employee may continue class(es) if their employment is terminated during the semester, but will be responsible for the tuition charge on a proportionate basis.
• Section 117 of the Internal Revenue Code provides that tuition reductions for employees of educational institutions can be excluded from gross income if they are (1) restricted to education below the graduate level, (2) do not discriminate in favor of highly compensated employees, and (3) do not apply to amounts representing payment for services.
• The employee must complete a FAFSA to determine their state and federal tuition aid grant eligibility. A student who receives federal and/or state grant funding will have the tuition discounts reduced by the amount of such federal and/or state grant funding.
• If the employee receives a grant from financial aid, it is applied to their tuition and Dunwoody covers the remaining portion.
• Employees are not eligible for Dunwoody scholarships.

The Dependent Tuition Benefit for Dunwoody Courses

All regular full-time and part-time benefit-eligible employees may receive a tuition discount (full or pro-rated) for spouses and dependent children to attend regular classes at Dunwoody. Please note that all student government, laboratory, laptop, and/or user fees are to be paid by the student. Employees may only have one dependent receiving a tuition reduction or waiver per semester. This benefit will apply towards the completion of one A.A.S. and associated bachelor’s completion program or one Bachelor’s program only.

Please note that additional conditions apply, as indicated below:

• Full-time employees and Part-Time benefit-eligible employees will receive a tuition discount for dependent children and spouses of:
  - 1st year of employment = 50%
  - 2nd year of employment and beyond = 100%
• The tuition benefit also applies to the dependent children and spouses of employees who pass away, retire, or become disabled while employed by Dunwoody. This tuition benefit is null and void two years following death, retirement, or disability.
• Termination of employment during the term will remove eligibility for the benefit. Charges and the tuition discount will be prorated for that term in accordance with Dunwoody’s refund policy.
• The student must complete a FAFSA to determine their state and federal tuition aid grant eligibility. A student who receives federal and/or state grant funding will have the tuition discounts reduced by the amount of such federal and/or state grant funding.
• Dependents are not eligible to receive Dunwoody scholarships.

Application for Employee or Dependent Tuition Waiver Benefit

Employees must complete a tuition benefit application form. Forms are available here (https://staff.dunwoody.edu/Departments/Human_Resources/Benefit%20Information/Forms/AllItems.aspx?RootFolder=%2fDepartments%2fHuman%Resources%2fBenefit%20Information%2fTuition%20Waiver%20%28Dunwoody%29%26FolderCTID=8%26View=%7bF6B90DA5%2dF684%2d4F37%2dB02F%2d2E5E9EAC56E6%7d/). The form must be signed by your manager, Financial Aid, and a Human Resources Representative. The Dependent Tuition Waiver Application must be completed and received by Human Resources prior to the beginning of each semester in order to receive this benefit. If the Application is not received prior to the beginning of the semester, the employee/dependent will be billed directly for tuition costs. Final approval may be contingent upon:

• Enrollment Acceptance: The person who is applying for the waiver should apply for course admission through the regular process.

Note: If a dependent drops out of Dunwoody and chooses to re-enter at a later date, tuition will not be waived.

Employee Conduct

Progressive Discipline

Although employment with Dunwoody is based on mutual consent and both the employee and Dunwoody have the right to terminate employment at will, with or without cause or advance notice, Dunwoody may use progressive discipline at its discretion. However, no employee is entitled to progressive discipline. Dunwoody recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through any progressive discipline steps.

Disciplinary action may call for any of four steps—verbal warning, written warning, suspension with or without pay, or termination of employment—depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. In any case, Human Resources should always be notified when termination is being considered.

Attendance/Punctuality

Dunwoody expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Dunwoody. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor prior to the beginning of their scheduled shift.

Poor attendance and excessive tardiness may lead to disciplinary action, up to and including termination. An employee who is absent more than three consecutive days without proper notice will be considered to have abandoned their position and voluntarily resigned.

Non-Fraternization

The employment of relatives or persons involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Dunwoody does not prohibit the hiring of relatives of existing Dunwoody employees or the hiring of persons involved in dating relationships with existing employees. Dunwoody also does not prohibit existing employees entering into personal consensual relationships with one another. However, relationships in the workplace have the potential to create violations of Dunwoody’s harassment, discrimination, and sexual misconduct policies, and we are committed to monitoring situations in which relatives or persons involved in a dating relationship work in the same or related departments. In case of actual or potential problems,
Dunwoody will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

At no time will a relative be in a supervisory capacity over a family member nor may a person involved in a dating relationship be in a supervisory capacity over the person they are dating. If at any time an employee feels that Dunwoody’s harassment, discrimination, or sexual misconduct policies have been violated, the employee should report the situation to the employee’s supervisor, Human Resources, or the Title IX Coordinator.

All employees, especially faculty members and managers, are expected to conduct themselves in a professional manner that contributes to the proper educational, business and employment environment. Due to the inherently unequal relationship that exists between a faculty member and their students, or a manager and their subordinates, close social relationships can be problematic. Such relationships can easily degenerate into cases of sexual harassment, and the real or perceived problem of favoritism can seriously affect the educational or management process.

Accordingly, consensual sexual relationships, extra-curricular socializing (especially off the School premises), attending parties, hosting students, telephoning students for conversations not connected to school business, dating, and other activities of a like nature between faculty or staff and students can prove to be unwise and problematic, and should be avoided.

**Solicitation**

The term solicitation includes any oral communication by any employee or group of employees to another employee or group of employees that encourages, advocates, demands, discusses or requests a contribution of money, time, effort, or personal involvement or membership in any organization or activity or the purchase of any merchandise, raffle tickets, and so forth.

The term distribution includes the posting, handing out or otherwise distributing of written materials.

Employees are prohibited from solicitation, for any purpose, during working hours.

Employees are prohibited from distribution of written materials at all times in any work area.

Exceptions to this policy regarding solicitation are made when a solicitation occurs on behalf of a charitable organization and has the advance approval of the Vice President of Human Resources. Employees violating this policy will be subject to disciplinary action up to and including termination.

Solicitation and distribution of materials by non-employees is not permitted on the College campus. Any such incident should be reported to the Vice President of Human Resources or the Provost’s Office.

**Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Dunwoody presents to customers and visitors. During business hours or when representing Dunwoody, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Jeans of good quality and condition are approved to be worn on Fridays for all employees.

**Work Rules and Disciplinary Action**

To ensure orderly operations and provide the best possible work environment, Dunwoody expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Violation of any Dunwoody policy or procedure
- Undertaking any action meant to disparage or intimidate others
- Wearing or displaying, while on campus, any symbols that are designed to, or have the effect of, harassing, demeaning, intimidating, or disparaging any legally protected minority
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of Dunwoody owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment/offensive behavior
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without appropriate notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of confidential information
- Inappropriate use of the mail system
- Unsatisfactory performance or conduct

**Timekeeping**

Every non-exempt employee has the responsibility for accurately recording their own time. “Time worked” is defined as all time during
which an employee is required to be performing services for the benefit of Dunwoody, excluding unpaid meal or break time.

It is the responsibility of all non-exempt employees to record their time worked in the payroll system to certify the accuracy of all time records. The Employee should record the time they begin and end their work as well as the beginning and ending time of any split shift or departure from work for personal reasons. The manager will review and approve the time before submitting it for payroll processing.

Alteration, falsifying, tampering with time entered, or recording another person's time will be considered timesheet fraud and may result in disciplinary action, up to and including termination.

Exempt employees must enter time for exceptions, (i.e. PTO, sick time, etc.) in the payroll system. The manager will review and approve the time before submitting it for payroll processing.

### Rest and Meal Periods

Employees will receive a 15 minute paid rest break in each four hour period not broken by a meal break.

Employees, including student employees, working six or more hours per day are entitled to an unpaid meal break of 30 minutes. Any closing and reopening of the work areas for a lunch break should be done during employee’s compensatory time. Prior to taking a break, safety issues/concerns should be adequately addressed to ensure that work areas are safe.

Employees required to work more than ten hours in any workday will be allowed a second unpaid meal break not later than six hours after returning from the first meal break.

Supervisors and employees will mutually agree upon scheduled rest breaks and meal breaks. The break periods may be changed at the supervisor’s discretion to maintain services to students, guests, or other employees.

### Breaks for Nursing Mothers

Dunwoody will provide break time and make reasonable efforts to provide the use of an appropriate, private room with an electrical outlet for an employee who needs to express milk for her infant child. Please contact Human Resources to make arrangements.

### Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

### Alternative Work Circumstances

Employees who believe a flexible work arrangement can enhance their ability to get the job done should submit the Flexible Work Arrangement Form to their manager proposing how it will benefit Dunwoody and themselves. The request should explain how they would be accountable and responsible, what equipment is necessary, and how communication barriers will be overcome. Employees can request the form from Human Resources. Flexible work arrangements will be first proposed to the employee’s supervisor, and then approved by the supervisor, second-level supervisor, and Human Resources.

### Telecommuting

Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace. It is a work alternative that Dunwoody may offer to some employees when it would benefit both the organization and the employee.

The decision to approve a telecommuting arrangement will be based on factors such as position and job duties, performance history, related work skills, the employee’s ability to work on site when necessary, and the impact on the organization.

The employee’s compensation, benefits, work status, work responsibilities, and the amount of time the employee is expected to work per day or per pay period will not change due to participation in the telecommuting program (unless otherwise agreed upon in writing).

The employee’s at-home work hours will conform to a schedule agreed upon by the employee and their supervisor. If such a schedule has not been agreed upon, the employee’s work hours will be assumed to be the same as they were before the employee began telecommuting. Changes to this schedule must be reviewed and approved in advance by the employee’s supervisor.

During working hours, the employee’s at-home workspace will be considered an extension of Dunwoody’s workspace. Therefore, workers’ compensation benefits may be available for job-related accidents that occur in the employee’s at-home workspace during working hours. All job-related accidents will be investigated immediately.

Dunwoody assumes no responsibility for injuries occurring in the employee’s at-home workspace outside the agreed-upon work hours. The employee agrees to maintain safe conditions in the at-home workspace and to practice the same safety habits as those followed on Dunwoody’s premises.

In the case of an injury while working at home, the employee will immediately report the injury to the supervisor to get instructions for obtaining medical treatment.

The employee should not provide primary care for a child or other individual during at-home working hours.

Telecommuting is an alternative method of meeting the needs of the organization and is not an entitlement. As such, Dunwoody has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.

### Flextime

Flexible scheduling, or “flextime,” is available in some cases to allow employees to vary their work schedule within established limits. Issues such as staffing needs, the employee’s performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

### Safety and Security

To assist in providing a safe and healthy work environment for employees, customers, and visitors, Dunwoody has established a workplace safety program. The Safety Committee has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.
Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Dunwoody provides employees who are required to wear safety glasses a $50.00 benefit allowance per calendar year towards the purchase of safety glasses.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Director of Facilities. Reports and concerns about workplace safety issues may be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify their manager. An injury incident form must be completed and forwarded to Human Resources. The form may be found on staff.dunwoody.edu. Such reports are necessary to comply with laws and initiate insurance and workers’ compensation benefits procedures.

Visitors

To provide for the safety and security of employees and the facilities at Dunwoody, only authorized visitors are allowed in the workplace. If an unauthorized individual is observed on Dunwoody’s premises, employees should immediately notify their supervisor or, if necessary, direct the individual to a Public Safety officer or the front desk.

All visitors should park in the Guest Parking area and then enter Dunwoody at the main reception area to obtain a visitor badge. Authorized visitors will be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Use of Equipment and Vehicles

When using Dunwoody property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees must promptly notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. The supervisor can answer any questions about an employee’s responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination.

Employees who use company vehicles must submit to periodic driving record background checks.

Drug and Alcohol Use

Drug and alcohol abuse affects the health, safety, and well-being of all employees and restricts Dunwoody’s ability to carry out its mission.

Health Risks of Alcohol and Drug Use

Short term health risks of alcohol include risky sexual behaviors, car accidents, violent or aggressive behavior, and/or miscarriages. Long term health risks of alcohol include high blood pressure, learning and memory problems, alcohol dependency, and/or depression. For more information on the health risks associated with alcohol please see the Center for Disease Control’s website: https://www.cdc.gov/alcohol/fact-sheets/alcohol-use.htm

The health risks as a result of drug use varies with each drug. The following links provide the health effects of “Club Drugs” and other “Commonly Abused Drugs”.


Minnesota Laws and Sanctions

Minnesota laws carry penalties for controlled substance convictions. These range from one year imprisonment and up to a lifetime of imprisonment. Along with imprisonment federal convictions carry fines ranging from $1,000 to $2,000,000 depending on the severity of the conviction. Please see the following for a detailed list of federal controlled substance convictions:


Minnesota Controlled Substances Statutes: https://www.revisor.mn.gov/statutes/?id=152

Minnesota Underage Alcohol Statutes: https://www.revisor.mn.gov/statutes/?id=169A

Minnesota Driving while Impaired Statutes: https://www.revisor.mn.gov/statutes/?id=169A

Employees

While on Dunwoody premises and while conducting business-related activities off Dunwoody premises, no employee may use, possess, distribute, sell, or be under the influence of illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair drug_abuse.pdf#page=30

Employee

While on Dunwoody premises and while conducting business-related activities off Dunwoody premises, no employee may use, possess, distribute, sell, or be under the influence of illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair
an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Alcohol may be on campus only as a part of a college sponsored activity, but otherwise it's use on campus, or while conducting business-related activities off Dunwoody premises, is prohibited.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Additional information is available in the Employee Handbook.

Drug and Alcohol Education and Treatment Programs

Dunwoody College of Technology recognizes drug and alcohol dependency/abuse as a major health problem, as well as a safety and security problem. If you have a drug or alcohol problem or know of another student with such a problem, please consult with anyone in Student Services for information and referral resources for a variety of public and private educational and treatment programs in the state and metropolitan area. Such as the Walk In Counseling Centers that are located throughout the Twin Cities. They do not require an appointment and have a variety of office hours.

Walk In Counseling Center Locations:
Main Number: 612-870-0565
2421 Chicago Avenue S
Minneapolis, MN 55404
1619 Dayton Avenue, #205
St. Paul, MN 55104
179 E. Robie Street
St. Paul, MN 55107

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program.

Tobacco-Free Environment

The use of all forms of tobacco, including chewing tobacco and smokeless cigarettes, is prohibited at Dunwoody except in designated areas. According to the Minnesota clear Indoor Air Act, designated smoking areas must be located 25 feet from entrances, exits, windows and ventilation intakes. Dunwoody's designated areas are located near the north entrance of the main building as well as the west entrance of the lower level of the Warren Building. Violation of the tobacco regulation is cause for dismissal. Smoking on the west side of the building (main entrance) is prohibited at all times.

Electronic Cigarettes

The use of electronic cigarettes (also known as e-cigarettes) is prohibited at Dunwoody except in designated smoking areas.

For more program information, please contact Human Resources.

Notice: Dunwoody has adopted a drug and alcohol testing policy, which includes reasonable suspicion drug testing. Copies of the policy are available for inspection by independent contractors and employees during regular business hours at the Human Resource Department.

Workplace Privacy and Monitoring

Dunwoody wishes to maintain a safe and productive work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Dunwoody prohibits the possession, transfer, sale, or use of such materials on its premises. Dunwoody requires the cooperation of all employees in administering this policy.

To help ensure the safety of Dunwoody employees, students, and visitors, Dunwoody may conduct video surveillance of non-private workplace areas. Therefore, employees should have no expectation of privacy in their use of Dunwoody's facilities, equipment, and resources. In addition, Dunwoody reserves the right to monitor or inspect any employee's email, voice mail, facsimiles, Internet usage, computer files, and any other equipment, resources, or furnishings that belong to Dunwoody or that are brought onto Dunwoody's premises. Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of Dunwoody. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Dunwoody at any time, with or without prior notice.

Dunwoody likewise prohibits theft or unauthorized possession of the property of employees, Dunwoody, visitors, and customers. To facilitate enforcement of this policy, Dunwoody or its representative may inspect persons entering and/or leaving the premises and any packages or other belongings they may possess.

Identification Badges

All students, staff and visitors must have proper identification while they are on campus. The photo ID badges not only function as visual identification, but also supply electronic controlled access to identified areas throughout the campus.

Identification badges must be worn at all times while on campus. The identification badge must be worn or displayed on the person between the individual's waist and shoulders with the front of the badge displayed outward at all times. It is important to emphasize that badges must be worn on the person and may not be attached to backpacks, purses or other such items. Badges must be visible and properly displayed upon entering the facility. All badges are subject to visual and electronic inspections at any given time.

Visitors are required to register at the front desk to obtain a visitors badge. Visitors must return the badge to the front desk before they leave the campus.

Identification badges should be obtained at the IT Help Desk during regular business hours. Dunwoody will supply individuals with their first badge and neck lanyard (breakaway or otherwise) at no charge. Badges that are lost or stolen should be reported as soon as possible to the Public Safety Officers or the IT Help Desk. Replacement badges will be produced and issued through the IT Help Desk at the individual's expense. A replacement fee of $10.00 will be charged for all proximity cards (photo ID’s) and a $5.00 replacement fee will be charged for all Continuing Education, Apprenticeship and non-proximity I.D. cards.

Individuals who forget their badge will be issued a temporary badge by the Public Safety Officers for that specific day. One temporary badge per week will be issued per person. Individuals requiring more than one temporary badge per week will be expected to purchase a replacement.
 Violence in the Workplace

Dunwoody is committed to preventing workplace violence and to maintaining a safe work environment. Dunwoody has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Dunwoody.

Conduct that threatens, intimidates, or coerces another employee, a customer, a student, or a member of the public at any time, including off-duty periods, will not be tolerated.

The possession or use of handguns or other weapons while on Dunwoody College premises is strictly prohibited. Weapons prohibited under this policy include all firearms, dangerous knives, explosives and other weapons. This prohibition applies to all employees, independent contractors, temporary employees, visitors and students, including those who have a valid permit to carry a concealed weapon. College employees, independent contractors and temporary employees also are prohibited from possessing or using handguns or other weapons while operating a college vehicle or while engaging in college business off-premises, except in the individual's own home. This weapons prohibition does not apply to authorized Public Safety or law enforcement personnel, or where prohibited by law.

If you are aware that a co-worker, visitor, student or other individual possesses a handgun or other weapon while on college premises or while engaged in college business off premises, you should immediately report the conduct at issue to the Public Safety Team.

Violence or threats of violence are strictly prohibited on college premises and in any college-related off-premises event. If you become aware of a threat of violence or other harm to college-related persons or property, you should take the following action, even if you think the threat may be only a joke:

1. Obtain emergency assistance in any situation that you feel is an emergency;
2. Take immediate action to protect yourself and others from harm where you can do so safely; and
3. Advise the Public Safety Team of the situation.

The College will investigate complaints under this policy, as appropriate. Any person found to have engaged in violence or threats of violence in violation of this policy will be subject to appropriate College discipline and legal action under the policies contained in this Employee Handbook. The College wants to resolve any problems, but it can do so only if aware of them.

Emergency Closings

Decisions to close the campus due to snow or other severe weather are made by the President and/or Director of Facilities. The decision to close school will be communicated through the alert system, WCCO, www.cancellations.com (http://www.cancellations.com), and the college’s Twitter (@DunwoodyCollege (https://twitter.com/dunwoodycollege/)) and Facebook accounts.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid for full-time regular and part-time regular (with benefits) employees. All other employees will not be paid for the day.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off.

Change in Employment Status

Ending the Employment Relationship

Voluntary

When an employee chooses to voluntarily resign from their position at Dunwoody it is expected that the individual will give at least two weeks written notice of their intent to resign (which should include a specific date on which they plan to complete their final day of work at Dunwoody) to their immediate supervisor and the Human Resources Department. Dunwoody asks that employees provide written notice of their intent to retire (which should include a specific date on which they plan to complete their final day of work at Dunwoody) to their immediate supervisor at least six weeks prior to the retirement date requested.

The Payroll Department will have the final pay, including current year accrued but unused PTO if applicable, for terminating employees available on the next normal payday. Terminating employees will not be paid for PTO Carryover.

Human Resources will schedule a meeting with the terminating employee to conduct an exit interview, in which benefits will be discussed and any other issues of concern. On the last day of employment, all terminating employees are required to return all Dunwoody property such as keys, laptops, books, cell phones, academic regalia, etc. that the individual has in their possession. Supervisors are expected to notify Human Resources if any items are returned to them, so that the appropriate departments may be notified.

Return of Property and Continued Confidentiality

Employees are responsible for all Dunwoody property, materials, or written information issued to them or in their possession or control. All Dunwoody property must be returned by employees on or before their last day of work. Additionally, all data on the employee's computer and/or Dunwoody’s servers/systems is the sole property of the College. Upon termination, employees will not receive copies of any data stored on Dunwoody's hardware or other systems. Employees are expected to maintain the confidentiality of Dunwoody information, as required by applicable law, even after employment has been terminated.

Information Technology Systems

LaunchPad

LaunchPad (http://launchpad.dunwoody.edu (http:// launchpad.dunwoody.edu/)) is your starting point to access all of Dunwoody systems. LaunchPad is accessible on and off campus. The
icons displayed on your LaunchPad page are based on your constituency. There is a mobile app, called Classlink, available in the app market.

**Canvas & My.Dunwoody**

Dunwoody’s official learning management system (LMS) is Canvas, and you can access it at through LaunchPad. This is your primary classroom tool for your instructor to share content and documents.

My.Dunwoody is an online portal of student information and resources. Available through LaunchPad, the portal provides links to check grades; schedule/registration, financial aid and account balance information, enrollment verifications, to a variety of resources, opportunities, and notifications.

Students use My.Dunwoody to register for classes, pay their bill, and view academic information such as grades, attendance, academic plans and unofficial transcripts.

**Office 365**

Through our campus agreement with Microsoft, Dunwoody has provided access to Office 365 for all students and employees, available through LaunchPad (http://launchpad.dunwoody.edu). This automatically updatable, subscription-based software ensures students and employees always have the latest version of Word, Excel, PowerPoint, OneNote, and more for as long as you are a student or employee and the program continues. At no additional cost, benefits of the software include but are not limited to:

- Install on up to five compatible PCs and Macs, plus five tablets
- 1TB of storage with OneDrive for automatic device syncing
- Create, organize, and collaborate anytime, on your computer, tablet, or phone
- Enjoy access to the latest versions of Office applications, features and services
- Use the same programs across all of your personal devices to ensure full file fidelity

**On-Campus Printing**

Dunwoody provides a secure and convenient way to print called Dunwoody Pharos. The method of printing allows you to use your ID badge to authenticate to print devices and release jobs for printing. You will be able to print to any device that is available for general use, and at this time, there is no direct charge for printing.

IT is responsible for maintaining this system and monitors the printers for errors. Contact the IT Service Desk if you have problems retrieving print jobs. If a printer is malfunctioning, you should notify the IT Service Desk and use another printer on campus.

**Canvas & My.Dunwoody**

Dunwoody uses Powercampus by Ellucian to maintain all official student records from admission through graduation, and as such, nearly all departments at Dunwoody add information to it. You will access Powercampus through the branded self-service website we call My.Dunwoody, which is available through LaunchPad. The amount of information available depends upon the viewer’s access permissions.

General information such as the College Catalog & Student Handbook, academic success resources, student organizations and financial aid resources are available on My.Dunwoody. Faculty use My.Dunwoody to view their class rosters and record class information such as attendance and grades.

**IIS (Integrated Information System) Reports**

Dunwoody created IIS, available through LaunchPad, to extend the abilities of core IT systems and provide access to cross-system metrics and reports. A few of the pages you might find useful are the Employee Directory, Faculty Attendance, and Student-at-a-Glance. Assistance for IIS is available at the IT Service Desk.

**Staff.Dunwoody**

Dunwoody’s Intranet site (A.K.A., Staff.dunwoody or SharePoint) is a good starting point for finding internal information about the College, share documents or collaborate on projects. You can access it through Launchpad or at https://staff.dunwoody.edu (https://staff.dunwoody.edu/). It also has links to other useful websites such as Paycom for HR and payroll information, Meeting Room Manager for room reservations, Maintenance Request Form, and the Integrated Information System (IIS) reports. Assistance for the Dunwoody Intranet is available at the IT Service Desk.

**Student-At-A-Glance**

This report is located in the IIS reports available through LaunchPad. It contains confidential information about students and, per Family Educational Rights and Privacy Act (FERPA) requirements, should only be used to seek pertinent materials regarding a student’s success. Notes are part of the student’s permanent academic record and viewable by nearly every employee in the college. Your notes should be professional notes for academic purposes with clear and concrete information. Assistance for this report is available at the IT Service Desk.

**Unlawful Harassment and Sexual Conduct Policy**

Dunwoody (also referred to as “the College”) is committed to maintaining a learning and working environment free from discrimination and intimidation, including harassment and sexual misconduct. The College’s mission is best accomplished in an atmosphere of professionalism which, in turn, is supported by mutual respect and trust. Dunwoody expects all students and employees and others doing business with Dunwoody to work toward this goal.

This Policy outlines Dunwoody’s community expectations to ensure a campus free from sexual misconduct, the steps for recourse for those individuals whose rights have been violated, and the procedures for determining a violation of University policy. The Policy applies to the following forms of sex discrimination, which are referred to collectively as “sexual misconduct”: sexual harassment, sexual assault, domestic violence, dating violence, stalking, and sexual exploitation.

**Notice of Non-Discrimination**

In accordance with applicable federal and state laws, such as Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act, and the Americans with Disabilities Act and ADA Amendments, Dunwoody does not discriminate on the basis of sex, race, color, national origin, religion, age, disability, marital status, familial status, pregnancy, citizenship, creed, genetic information, veteran status, status with regard to public
Sex discrimination is prohibited by Title IX of the Education Amendments of 1972, which provides that: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” Sex discrimination is conduct based upon an individual’s sex that excludes an individual from participation, denies the individual the benefits of, treats the individual differently, or otherwise adversely affects a term or condition of an individual’s employment, education, living environment or participation in a program or activity. Sexual harassment is a form of sex discrimination.

Dunwoody strictly prohibits sexual discrimination and sexual harassment in any form. The College will promptly and equitably respond to all reports of sexual discrimination and harassment.

Questions or concerns about the application of Title IX, sex discrimination, sexual harassment, or other forms of sexual misconduct may be directed to the College’s Title IX Coordinator.

Carla Pogliano Connor, Ph.D.
Title IX Coordinator
Vice Provost for Program Development and Compliance
612-381-8236
Office: Silver Level
cconnor@dunwoody.edu (cpogliano@dunwoody.edu)

Questions or concerns may also be directed to the U.S. Department of Education’s Office for Civil Rights:

The Office of Civil Rights
U.S. Department of Education
Citigroup Center
500 W. Madison St., Ste. 1475
Chicago, IL 60661-4544
Telephone: 312-730-1560
TDD: 877-521-2172
Email: OCR.chicago@ed.gov

Scope of Policy
This policy applies to sexual harassment, sexual assault, stalking, dating violence, domestic violence, and sexual exploitation (referred to collectively as “sexual misconduct”).

This policy applies to all Dunwoody community members, including students, employees, faculty, administrators, staff, applicants for admission, and third parties such as trustees, volunteers, vendors, independent contractors, visitors, and any individuals and entities that do business with Dunwoody regularly or temporarily employed, studying, living, visiting, conducting business or having any official capacity with Dunwoody or on Dunwoody property. All Dunwoody community members are required to follow Dunwoody policies and local, state, and federal law. This policy applies regardless of the sexual orientation or gender identity of any of the parties.

This policy applies to any conduct that may adversely impact an employee’s work and/or a student’s or other person’s participation in the College’s educational and extra-curricular programs or other programs and activities. This policy applies to sexual misconduct committed by or against a Dunwoody community member, including conduct occurring on campus or Dunwoody property, conduct that occurs at Dunwoody-sanctioned events or programs that take place off campus, such as study abroad and internships, and off campus conduct that may (1) have continuing adverse effects on campus, Dunwoody property, or in a Dunwoody program or activity, (2) substantially and unreasonably interfere with a community member’s employment, education or environment on campus, Dunwoody property, or in a Dunwoody program or activity, or (3) create a hostile environment for community members on campus, Dunwoody property, or in a Dunwoody program or activity. Violation of this policy will lead to discipline, up to and including termination of employment for employees, expulsion or suspension from Dunwoody for students, or prohibition from doing business with Dunwoody and exclusion from Dunwoody’s campus for volunteers and third parties.

Definitions
Victim
Refers to an individual who is alleged to have been subject to conduct that violates this policy.

Accused
Refers to an individual who has been accused of prohibited conduct under this policy.

Complainant
Refers to the individual filing a complaint with the College under the Sexual Misconduct Policy. The complainant will be the person who alleges that they have been subjected to sexual misconduct. In addition, the term “complainant” may also be used to refer generally to persons alleged to have been subjected to conduct that violates this policy, whether or not they have filed a complaint.

Respondent
Refers to the individual named as the accused in a complaint resolution process with the College under the Sexual Misconduct Policy.

Third Party
Refers to any other participant in the process, including a witness to the incident or an individual who makes a report on behalf of someone else.

A Report
Is an account of the sexual misconduct that has allegedly occurred that could be provided to the College by the complainant, a third party, or an anonymous source.

A Complaint
Is an alleged policy violation that begins a complaint resolution process as set forth in the Procedures for Sexual Misconduct Complaint Resolution.

Sexual Misconduct
Prohibited by this policy means the following forms of sex discrimination and other misconduct: sexual harassment, sexual assault, stalking, domestic violence, dating violence, and sexual exploitation.

Sexual Harassment
Is a form of sex discrimination and includes unwelcome conduct of a sexual nature, including sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct
or communication of a sexual nature, when submission to such conduct, either explicitly or implicitly:

• is a condition of employment or educational experience; or
• is a basis for an employment, academic, or other educational decision; or
• substantially and unreasonably interferes with job performance or educational experience; or
• creates an intimidating, hostile, or offensive employment or educational environment.

A hostile environment exists when there is unwelcome conduct that is sufficiently severe, pervasive/persistent, and clearly/objectively offensive that it alters the conditions of education or employment. The circumstances to determine when an environment is “hostile” could include:

• The frequency of the conduct;
• The nature and severity of the conduct;
• Whether the conduct was physically threatening;
• The effect of the conduct on the victim’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 victim’s educational or work performance;
• Whether the conduct was merely a discourteous, rude, or insensitive statement;
• Whether the speech or conduct deserves the protection of academic freedom.

Harassment of a sexual nature or based on sex is prohibited regardless of whether it is committed by a man or woman and regardless of whether it is targeted at a member of the same sex or a member of the opposite sex. Sexual harassment includes any sexual or gender-based verbal, written, or physical conduct that is unwanted and is sufficiently severe, pervasive/persistent, and clearly/objectively offensive such that it unreasonably interferes with or deprives someone of academic, social or work-related access, benefits, or opportunities in the College community or creates an environment that interferes with the wellbeing and/or success of an individual. Dunwoody prohibits sexual harassment in any form, including verbal, physical, and visual harassment. Some examples of conduct that may be sexual harassment under this policy include but are not limited to:

• Unwelcome sexual flirtations, advances, or propositions;
• Requests for sexual favors;
• Punishing or threatening to punish a refusal to comply with a sexual-based request;
• Offering a benefit (such as a grade, promotion, or athletic participation) in exchange for sexual favors or other verbal or physical conduct of a sexual nature;
• Verbal abuse of a sexual nature, obscene language, gender- or sexually-oriented jokes, verbal commentary about an individual’s body, sexual innuendo, and gossip about sexual relations;
• The display of derogatory or sexually suggestive posters, cartoons, drawings, or objects, or suggestive notes or letters or e-mails or text messages or in a public space;
• Visual conduct such as leering or making gestures;
• Sexually suggestive comments about an individual’s body or body parts, or sexual degrading words to describe an individual;
• Unwanted kissing;
• Unwelcome touching of a sexual nature such as patting, pinching, or brushing against another’s body;
• Unwelcome verbal or physical conduct against an individual related to the individual’s gender identity or the individual’s conformity or failure to conform to gender stereotypes;
• Cyber or electronic harassment.

Unwelcome Conduct

Conduct is unwelcome when the individual did not request or invite it and regarded the conduct as undesirable or offensive. The fact that an individual may have accepted the conduct does not mean that they welcomed it. On the other hand, if an individual actively participates in conduct and gives no indication that they object, then the evidence generally will not support a conclusion that the conduct was unwelcome. That a person welcomes some conduct does not necessarily mean that person welcomes other conduct. Similarly, that a person willingly participates in conduct on one occasion does not necessarily mean that the same conduct is welcome on a subsequent occasion. Whether conduct was unwelcome may be determined based on the context and circumstances of the encounter or incident, including various objective and subjective factors.

Sexual Exploitation

Occurs when a person takes sexual advantage of another person for the benefit of anyone other than that person without that person’s consent. Examples of sexual exploitation include, but are not limited to:

• Intentional and repeated invasion of sexual privacy (e.g., walking into the other person’s room or private space);
• Prostituting another person;
• Taking of or distribution of photographs/images, video or audio recording, or electronically broadcasting (e.g., with a web cam) a sexual activity;
• Intentional removal or attempted removal of clothing covering an individual intimate parts;
• Intentional and repeated invasion of sexual privacy (e.g., walking into the other person’s room or private space);
• Viewing or permitting someone else to view another’s sexual activity or intimate body parts, in a place where that person would have a reasonable expectation of privacy;
• Engaging in voyeurism;
• Exposing one’s genitals or breasts;
• Inducing another to expose his or her genitals or breasts;
• Knowingly transmitting a sexually transmitted disease or sexually transmitted infection to another person without his or her knowledge;
• Forcing others to view pornography.

Sexual Assault

Is any actual or attempted sexual contact, with any object, with another person without that person’s consent. As used in this policy, sexual contact includes intentional contact by the accused with the victim’s intimate parts (genital area, groin, inner thigh, buttocks, or breasts), whether clothed or unclothed; coerced touching by the victim of another’s genital area, groin, inner thigh, buttocks, or breasts, whether clothed or unclothed; or forcing another to touch oneself with or on any
of these body parts. Sexual assault includes but is not limited to an offense that meets any of the following definitions:

- Rape: the penetration, no matter how slight, of the vagina or anus with any body part or object, oral penetration by a sex organ of another person, or oral contact with the sex organ of another person, without the consent of the victim.
- Fondling: the touching of the intimate parts (genital area, groin, inner thigh, buttocks, or breast) of another person for the purpose of sexual gratification, without the consent of the victim.
- Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Statutory rape: sexual intercourse with a person who is under the statutory age of consent; in Minnesota, the age of consent is 16.

Sexual assault also is prohibited by Minnesota law. See Minnesota Statutes Section 609.341 et seq. or the State Law Definitions section below for applicable criminal law definitions of criminal sexual conduct. Links to Minnesota statutes concerning sexual violence can also be found at http://www.mncasa.org/mn-sexual-violence-laws/.

Consent

Is words or overt actions by a person clearly communicating a freely given present agreement to perform a particular sexual act. Consent must be informed and freely and actively given. Words or overt actions clearly communicate consent when a reasonable person in the circumstances would believe those words or actions indicate a willingness to participate in a mutually agreed-upon sexual activity. Although consent does not need to be verbal, verbal communication is the most reliable form of asking for and obtaining consent. It is the responsibility of the person initiating the specific sexual activity to obtain consent for that activity.

In cases of alleged sexual assault or other sexual misconduct, Dunwoody applies the legal definition of consent as well as the principles listed below in determining whether an actor consented to a particular act:

- The use or threatened use of force or other forms of coercion take away a person's ability to give consent to sexual contact.
- Consent is conduct or intimidation that would compel an individual to do something against their will by (1) the use of physical force, (2) threats of severely damaging consequences, or (3) pressure that would reasonably place an individual in fear of severely damaging consequences. Coercion is more than an effort to persuade or attract another person to engage in sexual activity. Coercive behavior differs from seductive behavior based on the degree and type of pressure someone uses to obtain consent from another.
- Consent is not present simply because a party was silent or failed to resist a particular sexual act. Consent is active, not passive. Silence or the absence of resistance or saying “no,” in and of themselves, cannot be interpreted as consent.
- A person who is incapacitated, whether by drugs, alcohol, sleep, or other means, cannot consent to a sexual act. This is true regardless of whether the person voluntarily or involuntarily consumed the drugs or alcohol.

Incapacitation means the physical and/or mental inability to understand the fact, nature, or extent of the sexual situation. Incapacitation may result from mental or physical disability, sleep, unconsciousness, involuntary physical restraint, or from the influence of drugs or alcohol.

With respect to incapacitation due to the influence of drugs or alcohol, incapacitation requires more than being under the influence of drugs or alcohol; a person is not incapacitated just because they have been drinking or using drugs. Where drugs and/or alcohol are involved, incapacitation is determined based on the facts and circumstances of the particular situation looking at whether the individual was able to understand the fact, nature, or extent of the sexual situation, whether the individual was able to communicate decisions regarding consent, non-consent, or the withdrawal of consent, and whether such condition was known or reasonably known to the respondent or a reasonable sober person in respondent's position.

Use of drugs or alcohol by the accused is not a defense against allegations of sexual misconduct and does not diminish personal responsibility. It is the responsibility of the person initiating the specific sexual activity to obtain consent for that activity.

- Consent to one sexual act does not, by itself, constitute consent to another. Consent has to be specific to the act.
- Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- An existing sexual, romantic, or martial relationship does not imply consent.
- Previous relationships or previous consent do not, by themselves, constitute consent to future sexual acts. In cases of prior relationships, the manner and nature of prior communications between the parties and the context of the relationship may be factors in determining whether there was consent.
- Whether an individual actively and willingly participates in conduct may be a factor in determining whether there was consent.
- Consent can be withdrawn at any time. When consent is withdrawn, the sexual activity for which consent was initially provided must stop.
- A person who is not of legal age (16 in Minnesota) cannot consent to sexual activity.

Dating Violence

Is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the statement of the individual alleging the dating violence with consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse, such as physical harm, bodily injury, or criminal assault, or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Dating violence also is prohibited by Minnesota law. Minnesota law prohibiting domestic abuse includes physical harm, bodily injury, or assault committed between persons involved in a significant romantic or sexual relationship. See Minnesota Statutes Section 518B.01 or the State Law Definitions section below for applicable criminal law definitions of dating violence.

Domestic Violence

Is a felony or misdemeanor crime of violence committed by

- A current or former spouse or intimate partner of the victim.
- A person with whom the victim shares a child in common.
Domestic violence also is prohibited by Minnesota law. See Minnesota Statutes Section 518B.01 or the State Law Definitions section below for applicable criminal law definitions relating to domestic violence. While not exhaustive, the following are examples of conduct that can constitute domestic violence: (1) physical harm, bodily injury or assault; (2) the infliction of fear of imminent physical harm, bodily injury, or assault; or (3) terroristic threats, criminal sexual conduct, or interference with an emergency call.

**Stalking**

Is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for her, his or other people’s safety, or to suffer substantial emotional distress.

- **Course of conduct** means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through others (by any action, method, device, or means), follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person’s property.
- **Reasonable person** means a reasonable person in the victim’s circumstances.
- **Substantial emotional distress** means significant mental suffering or anguish that may, but does not necessarily, require medical or professional treatment or counseling.

Stalking behavior may include, but is not limited to:

- Repeated, unwanted and intrusive communications by phone, mail, text message, and/or email or other electronic communications, including social media;
- Repeatedly leaving or sending the victim unwanted items, presents, or flowers;
- Following or lying in wait for the victim at places such as home, school, work, or recreational facilities;
- Making direct or indirect threats to harm the victim, or the victim’s children, relatives, friends, or pets;
- Damaging or threatening to damage the victim’s property;
- Repeatedly posting information or spreading rumors about the victim on the internet, in a public place, or by word of mouth, that would cause a person to feel threatened or intimidated;
- Unreasonably obtaining personal information about the victim.

Stalking is also prohibited by Minnesota law. See Minnesota Statutes Section 609.749 or the State Law Definitions section below for applicable definitions of criminal stalking.

**Retaliation**

Is any materially adverse action, or threat thereof, taken against a person for making a good faith report or complaint of a potential policy violation, supporting another person’s report, responding in good faith to a complaint, or participating in good faith in an investigation of a complaint or the complaint resolution process, or opposing in good faith a practice or conduct that the person reasonably believes is in violation of this policy. Retaliatory acts may include, but are not limited to: acts or comments that are intended to discourage a person from engaging in activity protected under this Policy or that would discourage a reasonable person from engaging in activity protected under this Policy; adverse changes in employment status or opportunities; adverse academic action; adverse changes to academic, educational and extra-curricular opportunities; harassment; intimidation; acts or comments intended to embarrass the individual; and seeking to influence the participation or statements of parties or witnesses, or taking adverse action against them. Retaliatory conduct is prohibited regardless of whether it occurs on or off campus, in person, or through social media, e-mail, or other form of communication, or whether it is committed by parties to the complaint resolution process, their friends or representatives, or any other person.

Retaliation may be present against a person even when the person’s allegations of prohibited conduct are not substantiated.

**Responsibilities of Title IX Coordinator and Title IX Team**

Dunwoody’s Title IX Coordinator is:

Carla Pogliano Connor, Ph.D.
Vice Provost for Program Development and Compliance
612-381-8236
Office: Silver Level
cconnor@dunwoody.edu (cpogliano@dunwoody.edu)

The Title IX Coordinator is the designated representative of the College with primary responsibility for coordinating Dunwoody’s Title IX compliance efforts, including Dunwoody’s efforts to end sexual misconduct, prevent its recurrence, and address its effects. The Title IX Coordinator oversees and monitors Dunwoody’s overall compliance with Title IX-related policies and developments; the implementation and oversight of grievance processes and procedures, including notification, investigation and adjudication of complaints; provision of educational materials and training for the campus community; and monitoring all other aspects of the college’s Title IX compliance. These responsibilities (which may be carried out by the Title IX Coordinator or the Title IX Coordinator’s designee) include, but are not limited to:

- Ensuring Dunwoody policies and procedures and relevant state and federal laws are followed;
- Advising any individual, including a complainant, a respondent or a third party, about the procedural options and processes used by Dunwoody and about resources available at Dunwoody and in the community;
- Training and assisting Dunwoody employees regarding how to respond appropriately to a report of sex discrimination, sexual harassment, sexual assault, stalking, domestic violence, dating violence, or sexual exploitation;
Confidentiality

The College is committed to protecting the privacy of individuals involved in a report of sexual misconduct. The College will protect a victim’s confidentiality to the extent possible even if the complainant does not specifically request confidentiality. Dunwoody encourages individuals who have experienced sexual misconduct to talk to someone about what happened. Privacy and confidentiality have distinct meanings under this policy. Different people on campus have different legal reporting responsibilities, and different abilities to maintain privacy or confidentiality, depending on their roles at Dunwoody.

In making a decision about whom to contact for support and information, it is important to understand that most Dunwoody employees are not confidential resources, and are therefore obligated to report to Dunwoody any information they receive about sexual misconduct. Persons who have experienced sexual misconduct are encouraged to consider the following information in choosing whom to contact for information and support.

In addition, although the College will strive to protect the privacy of all individuals involved to the extent possible consistent with the College’s legal obligations, the College may be required to share information with individuals or organizations outside the College under reporting or other obligations under federal and state law, such as reporting to Clery Act crime statistics and mandatory reporting of child abuse and neglect. In addition, if there is a criminal investigation or civil lawsuit related to the alleged misconduct, the College may be subject to a subpoena or court order requiring the College to disclose information to law enforcement and/or the parties to a lawsuit. In these cases, personally identifying information will not be reported to the extent allowed by law and, if reported, affected students will be notified consistent with the College’s responsibilities under FERPA, as allowed by law.

Confidential Resources

Confidential communications are those communications which cannot be disclosed to another person, without the reporter’s consent, except under very limited circumstances such as allegations involving the physical or sexual abuse of a child (under the age of 18) or vulnerable adult or an imminent threat to the life of any person. Dunwoody recognizes that some individuals may wish to keep their concerns confidential. Individuals who desire the details of sexual misconduct to be kept confidential should speak with a medical professional, professional counselor, minister or other pastoral counselor, or trained victims’ advocate. These resources can be found in the Resource section of this policy.

A person who speaks to a confidential resource should understand that if the person does not report the concern to Dunwoody, Dunwoody will be unable to provide certain interim actions or protective measures that would require involvement from Dunwoody (such as issuing a no-contact order), to conduct an investigation into the particular incident or pursue disciplinary action. Individuals who first speak with a confidential resource and do not report the concern to Dunwoody may later decide to file a complaint with Dunwoody or report the incident to local law enforcement.

Non-Confidential Communications

Non-confidential communications are those communications with any Dunwoody employee who is not a confidential resource as identified above. Only confidential resources can promise confidentiality. All other Dunwoody employees who become aware of incidents or allegations of sexual misconduct have a responsibility to report the matter to the Title IX Coordinator. Allegations of policy violations will be considered private and will only be shared with other Dunwoody employees on a need to know basis. The allegations will not be shared with law enforcement without the consent of the individual who has alleged the sexual misconduct, unless the allegations relate to physical abuse, sexual abuse, or neglect of a child under the age of 18 (see the Mandatory Reporting Concerning Minors section below for more information) or unless Dunwoody is compelled to do so pursuant to a subpoena or court order.

College employees who are not confidential resources will strive to remind an individual of their reporting obligations before the individual has disclosed a situation that requires reporting to the Title IX Coordinator.

Requests for Confidentiality or Non-Action

When Dunwoody receives a report of sexual misconduct, it has a legal obligation to respond in a timely and appropriate manner. Making a report to Dunwoody does not require an individual to begin or participate in a complaint resolution process or to report to local law enforcement. However, based on the information gathered, Dunwoody may determine that it has a responsibility to move forward with the complaint resolution process (even without the participation of the individual who has alleged the sexual misconduct). In a situation in which the individual requests that their name or other identifiable information not be shared with the accused, or that no action be taken against the accused, Dunwoody will evaluate the request considering the following factors: the seriousness of the alleged misconduct, the respective ages and roles of the individual who has alleged the sexual misconduct and the accused, whether there have been other sexual misconduct complaints about the same alleged respondent, whether the alleged respondent has a history of arrests or records from a prior school indicating a history of violence, whether the alleged respondent threatened further sexual misconduct or other violence against the complainant or others, or whether the sexual misconduct was committed by multiple respondents, whether the sexual misconduct was perpetrated with a weapon, whether Dunwoody possesses other means to obtain relevant evidence of the sexual
misconduct (e.g., security cameras or personnel, physical evidence), whether the report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group, the College's ability to conduct an investigation without revealing identifiable information, and the extent of any threat to the Dunwoody community.

In instances where the College moves forward with a complaint resolution process without the participation of the individual who has alleged the sexual misconduct, the individual who is alleged to have been subject to the misconduct will have the same rights as provided to a complainant under this Policy even if the individual is not named as a complainant.

Dunwoody will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or request not to pursue an investigation made by the individual who has alleged the sexual misconduct, however, the scope of the response by Dunwoody may be impacted or limited based on the nature of the individual’s request. The Title IX Coordinator may determine that the individual’s request for confidentiality or no action cannot be honored. The presence of one or more of the factors above could lead Dunwoody to move forward with a complaint resolution process (even without the participation of the individual who has alleged the sexual misconduct).

In this instance, the Title IX Coordinator or designee will inform the individual about the chosen course of action, which may include an investigation of the incident(s) reported and may, at the individual’s request, communicate to the accused that the individual asked Dunwoody not to investigate and that Dunwoody determined it needed to do so. Alternatively, action could include steps to limit the effects of the alleged misconduct and prevent its recurrence that do not involve an investigation or formal disciplinary action against the accused or reveal the identity of the individual who has alleged the sexual misconduct. In order to protect the rights and safety of this community, Dunwoody reserves the right to take whatever measures deemed necessary in response to an allegation of sexual misconduct. While Dunwoody cannot guarantee confidentiality, it will strive to accommodate the individual’s requests to the extent possible consistent with the legal obligations of Dunwoody to respond appropriately to reports.

**Clery Act Reporting and Timely Warning**

Pursuant to the Clery Act, Dunwoody includes statistics about certain offenses in its annual security report and provides those statistics to the United States Department of Education and Minnesota Office of Higher Education in a manner that does not include any personally identifying information about individuals involved in an incident. In addition, the Clery Act requires Dunwoody to issue a crime alert (timely warning) to the campus community about certain reported offenses which may include an investigation of the incident(s) reported and may, at the individual’s request, communicate to the accused that the individual asked Dunwoody not to investigate and that Dunwoody determined it needed to do so. Alternatively, action could include steps to limit the effects of the alleged misconduct and prevent its recurrence that do not involve an investigation or formal disciplinary action against the accused or reveal the identity of the individual who has alleged the sexual misconduct. In order to protect the rights and safety of this community, Dunwoody reserves the right to take whatever measures deemed necessary in response to an allegation of sexual misconduct. While Dunwoody cannot guarantee confidentiality, it will strive to accommodate the individual’s requests to the extent possible consistent with the legal obligations of Dunwoody to respond appropriately to reports.

**Immediate and Ongoing Assistance following an Incident of Sexual Misconduct**

Dunwoody will support any person adversely impacted by sexual misconduct. Both Dunwoody and the Minneapolis community provide a variety of resources to assist and support individuals who have experienced sexual misconduct or are affected by allegations of sexual misconduct. These resources, both immediate and ongoing, are available to all persons irrespective of their decision to report to the College or to law enforcement. Contact information for on- and off-campus resources (including confidential resources) who can provide an immediate response in a crisis situation, including assisting with obtaining needed resources and explaining reporting options, is listed in the Resources section at the end of this policy and on the College’s website. Emergency numbers and information about health care options are also listed in the Resources section at the end of this policy and on the College’s website.

Support services that may be available include, but are not limited to, connecting the individual with appropriate on-campus and off-campus counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and support services; making changes to academic, living, transportation, and/or working arrangements; assistance in filing a criminal complaint; and providing information about restraining orders and other available protections and services. Additional information about ongoing assistance is in the Interim Measures section below. To receive information about obtaining support services, individuals should contact the Title IX Coordinator or a confidential resource.

Dunwoody will provide written notification to affected individuals about existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other services available for victims, both within the College and in the community.

A complete description of Dunwoody and community resources, both confidential and non-confidential, and additional information regarding what to do if you are sexually assaulted is provided in the Resources section at the end of this policy. Individuals who believe they have been subjected to any form of sexual misconduct are encouraged to seek support from these resources.
Reporting Sexual Misconduct

The College encourages anyone who has experienced or knows of sexual misconduct to report the incident to the College. Reports should include as much information as possible to enable the College to respond appropriately. An individual may report sexual misconduct to the College by contacting the following:

Carla Pogliano Connor, Ph.D.
Title IX Coordinator
Vice Provost for Program Development and Compliance
612-381-8236
Office: Silver Level
cconnor@dunwoody.edu (cpgliano@dunwoody.edu)

Students: Dean of Students, Kelli Sattler 612-381-3437
Office: Pinska Center, ksattler@dunwoody.edu

Employees: Vice President of Human Resources, Patricia Edman 612-381-3308, Office: Blue 54 pedman@dunwoody.edu

The College wants to respond appropriately to all incidents of sexual misconduct, but it can do so only if it is aware of them. Dunwoody, therefore, encourages all individuals to report all incidents of sexual misconduct to the College so that the College can appropriately address such incidents. Reports can be made by telephone, via email, or in person. As discussed below, individuals also have the option to file an anonymous report using the College’s anonymous online reporting form.

When a student or employee reports to the College that they have been a victim of sexual assault, dating violence, domestic violence, or stalking, whether the offense occurred on or off campus, the College will provide the student or employee with a written explanation of the student’s or employee’s rights and options and procedures victims should follow.

Statistics relating to reports to Dunwoody of certain criminal offenses will be represented in the annual crime statistics published by Dunwoody as required by applicable law.

Employee Reporting Obligations

In order to enable Dunwoody to respond effectively and to prevent future instances of sexual misconduct, all Dunwoody employees who are not confidential resources, who obtain or receive information regarding a possible violation of this policy must report that information to the Title IX Coordinator. Student employees who receive such information in the course of their work position or duties also must report the information to the Title IX Coordinator. Such report should be made as soon as possible and should include all relevant details needed to assess the situation. This includes, to the extent known, the names of the accused (if known), the individual alleged to have experienced the sexual misconduct, other individuals involved in the incident, as well as relevant facts, including the date, time, and location. Employees who receive such reports should not attempt to “investigate” the allegation or require the alleged victim/reporting individual to provide all of the details surrounding the alleged misconduct. To the extent the alleged victim/reporting individual provides detail, that information should be provided to the Title IX Coordinator. Upon receiving a report of alleged or possible sexual misconduct, the Title IX Coordinator will evaluate the information received and determine what further actions should be taken consistent with the complaint resolution process and this policy.

Mandatory Reporting Concerning Minors

Any Dunwoody employee who becomes aware of the abuse (physical or sexual) or neglect of a child under the age of 18 on campus or in connection with any Dunwoody event, program, or activity must report it immediately to Campus Security and the Title IX Coordinator. In addition, as a mandatory reporter under Minnesota law, such individual must also immediately report the abuse or neglect to the local welfare agency, agency responsible for assessing or investigating the report, police department, or county sheriff.

Anonymous Reports

The College will accept anonymous reports of sexual misconduct. Reports may be filed anonymously using the College’s anonymous online reporting form without requesting further action from the College. The individual making the report is encouraged to provide as much detailed information as possible to allow the College to investigate the report and respond as appropriate. The College may be limited in its ability to investigate an anonymous report unless sufficient information is furnished to enable the College to conduct a meaningful and fair investigation.

Reporting to Law Enforcement

Some types of sexual harassment and sexual misconduct prohibited by this policy, such as sexual assault, also constitute criminal conduct.

If you are the victim of sexual assault or another crime, Dunwoody encourages you to contact law enforcement immediately. Law enforcement can help you obtain medical treatment, can immediately begin an investigation, and can take steps to ensure that evidence is preserved so that the crime may be prosecuted. Dunwoody will, at the direction of law enforcement, provide complete and prompt assistance in obtaining, securing, and maintaining evidence in connection with criminal conduct that violates this policy.

Reporting potentially criminal conduct to Dunwoody does not require an individual to make a report to law enforcement. However, at the victim’s request, Dunwoody will provide assistance in reporting criminal conduct to law enforcement and will preserve any materials relevant to a report or proceeding initiated under this policy. The College will comply with an individual’s request for assistance in notifying authorities.

Additionally, a decision not to file a criminal complaint does not preclude a complainant from making a complaint under this policy. An individual can bring a complaint under Dunwoody’s policy, even if the individual chooses not to report to law enforcement.

If you would like to report sexual violence to law enforcement, the Minneapolis Police Department can be contacted by calling 911 or (612) 673-5701. This phone number is a call direct to the Police Department. You will be asked the nature of your call and be connected with specific law enforcement officers who are trained to interact with sexual assault victims.

Minnesota law provides individuals who report crimes to law enforcement with certain rights. For further information, consult Crime Victim Rights, a publication of the Minnesota Department of Safety, or Minnesota Statutes Chapter 611A.
Harassment Orders, Protective Orders, and No-Contact Orders

Individuals who would like to avoid contact with another individual have several options available to them, including seeking a harassment restraining order or protective order from a civil court or requesting a no-contact order from the College.

Harassment restraining orders and orders for protection are legal orders issued by a state court which forbid someone from harassing and/or making contact with another. A harassment restraining order is a court order issued against an alleged harasser, regardless of the relationship between the alleged harasser and the alleged victim, which orders the harasser to stop harassing the victim and/or to have no contact with the victim. An order for protection is a civil court order that protects one family or household member from domestic abuse by another family or household member. The College does not issue harassment restraining orders or orders for protection, but one can beobtaine d through making an application to the Hennepin County District Court. Petition forms to apply for Harassment Restraining Orders or to seek an Order for Protection are available at the Hennepin County Government Center in downtown Minneapolis, 300 S. 6th Street, Minneapolis, MN 55487. Forms are also available on-line from the Minnesota Judicial Branch website at www.mncourts.gov, but forms must be submitted to the Court Administrator at the Hennepin County Government Center during business hours. Individuals seeking an order for protection may obtain assistance from the Hennepin Domestic Abuse Service Center at the Hennepin County Government Center, 300 S. 6th Street, Room #A-0650 (lower level), Minneapolis, MN 55487. Individuals may schedule an appointment at the Domestic Abuse Service Center by calling (612) 348-5073, or walk-in assistance is available on a limited basis. Individuals seeking a harassment restraining order may seek assistance on a walk-in basis from the Hennepin County Court Self-Help Center at the Hennepin County Government Center, 300 S. 6th Street, 2nd Floor, PSL, Minneapolis, MN 55487.

A no-contact order is a College-issued directive that prohibits one or both parties from communication or contact with another. No-contact orders may be mutual or one-sided. Generally, no-contact orders issued pending the outcome of an investigation will be mutual and serve as notice to both parties that they must not have verbal, electronic, written, or third party communication with one another. To request a no-contact order from the College, individuals should contact Carla Connor, Ph.D., Title IX Coordinator and Vice Provost for Program Development and Compliance, 612-381-8236, Office: Silver Level, cconnor@dunwoody.edu.

The College is responsible for honoring requests for information about available options for orders for protection, restraining orders, and no-contact orders and has a responsibility to comply with and enforce such orders. To request additional information about available options for orders for protection, restraining orders, and no-contact orders, contact the Title IX Coordinator. An order of protection and/or harassment restraining order can be enforced by contacting local law enforcement. A College-issued no-contact order may be enforced by contacting Dunwoody Campus Security or the Title IX Coordinator. The College will fully cooperate with any harassment restraining order and/or order for protection issued by a criminal, civil, or tribal court.

Crime Victims Bill of Rights

Pursuant to state law, victims of crime must be informed of their rights under the Crime Victims Bill of Rights. The following is a summary of crime victims’ rights under Minnesota law.

When a crime is reported to law enforcement, victims have the right to:

- Request that their identity be kept private in reports available to the public;
- Be notified of crime victim rights and information on the nearest crime victim assistance program or resource;
- Apply for financial assistance for non-property losses related to a crime;
- Participate in prosecution of the case, including the right to be informed of a prosecutor’s decision to decline prosecution or dismiss their case;
- Protection from harm, including information about seeking a protective or harassment order at no cost;
- Protection against employer retaliation for taking time off to attend protection or harassment restraining order proceedings; and
- Assistance from the Crime Victims Reparations Board and the Commissioner of Public Safety.

Victims of domestic abuse also have the right to terminate a lease without penalty. Victims of sexual assault have the right to undergo a confidential sexual assault examination at no cost, make a confidential request for HIV testing of a convicted felon, and are not required to undergo a polygraph examination in order for an investigation or prosecution to proceed. In cases of domestic abuse and violent crime where an arrest has been made, victims also have the right to be provided notice of the release of the offender, including information on the release conditions and supervising agency.


Information about victims’ rights is also available from the Title IX Coordinator or from the Minnesota Department of Public Safety, Office of Justice Programs, and in Minnesota Statutes Chapter 611A.

Retaliation Prohibited

Retaliation against any individual for making a complaint under this policy, for opposing harassment, or for participating in an investigation of any claim regarding harassment or sexual misconduct is strictly prohibited. Dunwoody will not tolerate any form of retaliation, either on campus or off campus, against any individual who makes a good faith report or complaint of a potential policy violation, supports another person’s report or complaint, responds in good faith to a complaint, participates in good faith in the investigation of a complaint or the complaint resolution process, or opposes in good faith a practice or conduct that the personal reasonably believes is in violation of this policy. Encouraging or assisting others to engage in retaliation also violates this Policy. If you feel you have experienced such retaliation, you should immediately contact:

Carla Pogliano Connor, Ph.D.
Title IX Coordinator
Vice Provost for Program Development and Compliance
612-381-8236
The complainant and respondent are entitled to:

- Rights of the Complainant and Respondent
- To the guidelines and procedures set forth below.

Dunwoody will promptly investigate and address the complaint pursuant to the guidelines and procedures set forth below.

When Dunwoody receives a complaint of a potential policy violation, Dunwoody will promptly investigate and address the complaint pursuant to the guidelines and procedures set forth below.

### Waiver of Drug/Alcohol Violations

Dunwoody strongly encourages reporting instances of sexual misconduct, including sexual assault, dating violence, domestic violence, and stalking. Consequently, individuals who make a good faith report of such information, and individuals who participate in an investigation into allegations of violations of this policy, will not be disciplined by Dunwoody for any violation of its drug and alcohol policies in which they might have engaged in connection with the reported incident. Dunwoody, however, reserves the right to require individuals to participate in training or educational programming designed to reduce risk and promote health and wellbeing. The participation in such training or educational programming will not be reflected on a community member's official records. In addition, Dunwoody may still pursue disciplinary action for the alleged violation of other Dunwoody policies in instances where any individual is harmed by the conduct constituting a violation of the other Dunwoody policies.

### General Provisions for Complaint Resolution Process

When Dunwoody receives a complaint of a potential policy violation, Dunwoody will promptly investigate and address the complaint pursuant to the guidelines and procedures set forth below.

### Rights of the Complainant and Respondent

The complainant and respondent are entitled to:

- Be treated with respect, sensitivity, and dignity;
- Appropriate support from the College;
- Privacy to the extent possible based on applicable law and College policy;
- Information on the policy and procedures;
- The right to participate or decline to participate in the complaint resolution process, with the acknowledgement that not participating, either totally or in part, may not prevent the process from proceeding with the information available;
- Equitable procedures that provide both parties with a prompt, fair and impartial investigation and resolution conducted by officials who receive annual training on conduct prohibited by the policy;
- Notice of the allegations and defenses and an opportunity to respond;
- An equal opportunity to identify relevant witnesses and other evidence and to suggest possible topics to be covered with witnesses during the formal process;
- For the complainant, not to be questioned or have evidence considered regarding the complainant’s prior sexual conduct with anyone other than the respondent;
- For the complainant, not to be treated in a manner that suggests they are at fault for the sexual assault or violence or that they should have acted in a different manner to avoid becoming a victim;
- The right to appeal the decision and/or the sanctions;
- The right to notification, in writing, of the resolution, including the outcome of any appeal;
- The right to report the incident to law enforcement at any time or to decline to do so.

### Additional Rights in Cases Involving Allegations of Sexual Assault, Dating Violence, Domestic Violence, or Stalking

In cases involving allegations of sexual assault, dating violence, domestic violence, or stalking, the following rights will be afforded to the complainant and the respondent in addition to those rights described above.

- The complainant and respondent will be provided timely notice of meetings at which the complainant or respondent may be present.
- The complainant and respondent will be provided timely and equal access to any information that will be used during informal and formal disciplinary meetings during the adjudication phase of the complaint resolution process.
- The complainant and respondent have the right to the complete and prompt assistance of campus authorities, at the direction of law enforcement authorities, in obtaining, securing, and maintaining evidence in connection with a sexual assault incident.
- The complainant and respondent have the right to the assistance of campus authorities in preserving materials relevant to a campus complaint proceeding.
- The complainant and respondent have the right to have an advisor present during the complaint resolution process. The College will not limit the choice of advisor or presence of the advisor for the complainant or respondent in any meeting or disciplinary process. See the Advisors section below for additional information and rules regarding the conduct of advisors.
- The complainant and respondent have the right to the assistance of campus personnel (during and after the complaint process), in cooperation with the appropriate law enforcement authorities, in shielding the complainant or respondent, at their request, from unwanted contact with the complainant or respondent, including but not limited to transfer to alternative classes or to alternative college-owned housing, if alternative classes or housing are available and feasible.
- The complainant and the respondent have the right to be provided access to their own description of the incident, as they reported it to Dunwoody, including if the individual transfers to another post-secondary institution, subject to compliance with FERPA, the Clery Act, Title IX, and other federal or state law. Requests for an individual’s description of the incident should be made to the Title IX Coordinator.
- The complainant has the right to decide when to repeat a description of an incident of sexual assault, dating violence, domestic violence, or
Guidelines for advisors are:

- To be informed by the College of options to notify proper law enforcement authorities, including on campus and local police, of a sexual assault, dating violence, domestic violence, or stalking incident, or to decline to notify such authorities;
- To the complete and prompt assistance of campus authorities, at the complainant’s request, in notifying law enforcement officials and College officials of a sexual assault, dating violence, domestic violence, or stalking incident and filing criminal charges with local law enforcement officials in sexual assault, dating violence, domestic violence, and stalking cases.
- To be offered fair and respectful health care, counseling services, or referrals to such services and notice of the availability of campus or local programs providing sexual assault, dating violence, domestic violence, or stalking advocacy services;
- To be offered assistance from the Crime Victim Reparations Board and the Commissioner of Public Safety.
- For students who choose to transfer to another post-secondary institution, the right to receive information about resources for victims of sexual assault, dating violence, domestic violence, or stalking at the institution to which the victim is transferring

Advisors in Cases involving Allegations of Sexual Assault, Dating Violence, Domestic Violence, or Stalking

The complainant and the respondent in the complaint resolution process involving allegations of sexual assault, dating violence, domestic violence, and stalking have the right to be assisted by an advisor of their choice, including an attorney. Generally, the advisor selected by the complainant or respondent should be free of conflicts of interest in the resolution process and, if a member of the Dunwoody community, the advisor should be free of conflicts in his or her position in the community. An individual has the right to decline a request to serve as an advisor in Dunwoody’s complaint resolution process.

Guidelines for advisors are:

- The purpose of the advisor is to support an individual during the complaint resolution process. An advisor is permitted to accompany the individual to in-person interviews or other meetings during the complaint resolution process. In selecting an advisor, each party should consider the potential advisor’s availability to attend in-person interviews and meetings. As a general matter, the College will not unnecessarily delay its proceedings to accommodate the schedules of advisors.
- Advisors may confer with their advisee, but they may not actively participate in the complaint resolution process. The advisor may accompany the complainant or respondent to all meetings relating to the complaint resolution process. The advisor may not appear in lieu of the complainant or respondent or speak on their behalf in either in-person or written communications to the College. The advisor may not communicate directly with the investigator, adjudicators, appeal officers, Title IX Coordinator or any other school official involved in the complaint resolution process and may not interrupt or otherwise delay the complaint resolution process.
- Advisors may have access to information concerning a case only when accompanying the party (for in-person access to information) or only when the party has given permission for the advisor to be copied on emails or other correspondence (for access to written communications). An advisor’s access to such information is subject to the same limitations as those placed upon the parties and conditioned upon the advisor’s agreement to maintain the confidentiality of any student education records or other confidential information.
- If a party selects an attorney as an advisor, the advisor’s participation in the complaint process is in the role of an advisor and not as an attorney representing a party. The advisor will have access to highly confidential information and is prohibited from sharing information obtained as an advisor during the complaint process with anyone, including other individuals who may be part of an attorney-client relationship with the party.
- The College will notify a party to a complaint resolution process if another party involved in the complaint resolution process has obtained an advisor. The notice shall indicate if the other party’s advisor is an attorney.
- Advisors will be required to sign an Advisor Agreement acknowledging receipt and understanding of these requirements. Failure to comply with these requirements, including violations of confidentiality, or other forms of interference with the complaint resolution process by the advisor may result in disqualification of an advisor. The College reserves the right to dismiss an advisor.

Requests for Reasonable Accommodations

Individuals who need a reasonable accommodation should contact the Title IX Coordinator. The College will consider requests for reasonable accommodations submitted to the Title IX Coordinator on a case-by-case basis. Accommodations the College may provide include:

- Providing reasonable accommodations as required by law to an individual with a disability who requests an accommodation necessary to participate in the complaint resolution process.
- Providing an interpreter for individuals who are limited English-language proficient.

Protective and Interim Measures

The College will provide written notification to victims about options for, available assistance in, and how to request changes to academic, living, transportation, and working situations or protective measures. The College is obligated to comply with a student’s reasonable request for a living and/or academic situation change following an alleged sex offense. At any time after a report of a potential violation of this policy has been received by the College, the Title IX Coordinator or designee(s) will consider whether interim actions, accommodations, or protective measures are reasonably necessary or appropriate to protect the parties and the broader Dunwoody community, pending completion of the complaint resolution process. The College will make accommodations and provide protective measures for an individual who believes they have experienced sexual misconduct, if requested and reasonably available. The College must make such accommodations and provide such protective measures even when an individual asks to keep a reported violation of this policy confidential, when a request is made.
to not investigate the matter, and regardless of whether an individual chooses to report to law enforcement. When appropriate, such interim actions, accommodations, and protective measures may be available to the complainant, respondent, and others adversely impacted by the complaint resolution process, if requested and reasonably available.

Examples of interim actions, accommodations, and protective measures include, without limitation:

- Establishing a "no contact" order prohibiting the parties involved from communicating with each other during the response and resolution process.
- Changing an individual's dining arrangements.
- Assistance in finding alternative housing.
- Special parking arrangements.
- Changing an individual's student or employee status or job responsibilities.
- Changing an individual's work or class schedule.
- Providing academic accommodations or providing assistance with academic issues.
- Providing security escorts.
- Providing a temporary cellphone.
- Access to counseling and medical services.
- Making information about orders for protection and harassment restraining orders available to a complainant.
- Assistance identifying an advocate to help secure additional resources or assistance, including off-campus and community advocacy, support, and services.
- For students who choose to transfer to another institution: At the student's request, providing information about resources for victims of sexual assault at the institution to which the student is transferring.

The College determines which measures are appropriate for a particular individual on a case-by-case basis. Such measures will vary based on the particular facts and circumstances, including but not limited to the specific need expressed by the complainant, the age of the student[s] involved, the severity or pervasiveness of the allegations, any continuing effects on the complainant, whether the complainant and alleged respondent share the same dining hall, class, transportation, or job location, and whether other judicial measures have been taken to protect the complainant. The Title IX Coordinator will be responsible for determining what measures will be put in place.

To request an accommodation or interim measure, individuals should contact the Title IX Coordinator.

The College will maintain as confidential any interim measures or protective measures provided to an individual, to the extent that maintaining such confidentiality would not impair the ability of the College to provide the accommodations or protective measures. The College will only disclose information necessary to provide the accommodations or protective measures in a timely manner to individuals who need to know the information in order to effectively provide the accommodations or protective measures. The Title IX Coordinator will determine what information about a victim should be disclosed and to whom this information will be disclosed based on the facts and circumstances of the specific situation and the accommodation to be provided. The College will inform the victim before sharing personally identifying information that the College believes is necessary to provide an accommodation or protective measure. The College will tell the victim which information will be shared, with whom it will be shared, and why it will be shared.

Any concern about a violation of an interim measure should be reported to the Title IX Coordinator promptly.

Obligation to Act in Good Faith

Reports and complaints of alleged sexual misconduct should be made only in good faith. Complaints that are not made in good faith may be a form of retaliation under this policy and/or may violate other Dunwoody policies. All parties and witnesses have an obligation to be truthful in the process.

Conflicts

If a complainant or respondent has any concern that any individual acting for the College under this policy has a conflict of interest or bias, such concern should be reported in writing to the Title IX Coordinator. Any concern regarding a conflict of interest or bias must be submitted in writing within two (2) calendar days after receiving notice of the person's involvement in the process. The Title IX Coordinator will review the concerns and take appropriate steps to ensure that no conflicts of interest exist on the part of anyone investigating or resolving a complaint under this policy.

If the Title IX Coordinator has a conflict of interest with respect to a complaint, the College's Vice President of Human Resources shall appoint an alternate person to oversee adherence to the Sexual Misconduct Policy with respect to the complaint at issue. If the Title IX Coordinator and Vice President of Human Resources have a conflict of interest with respect to a complaint, the Dean of Students shall ensure that the College puts in place appropriate safeguards under the circumstances to ensure that the institution promptly and equitably responds to the complaint, including, but not limited to, appointment of alternate individuals to oversee adherence to the Sexual Misconduct Policy.

Non-Participation and Silence

Either party may decline, at any time, to provide information or participate further in the complaint resolution process. If, at any time during the complaint resolution process, a party decides not to participate, the College will proceed with the complaint resolution process and make a determination based upon the information available. Even if a party decides not to participate or chooses to stop participating at a phase of the process, the party will still be given the option to participate during additional phases of the process. A respondent's silence in response to a complainant's allegation will not necessarily be viewed as an admission of the allegation, but may leave the complainant's allegations undisputed. Similarly, a complainant's silence in response to a respondent's denials or defenses will not necessarily be viewed as an admission of the denials or defenses, but may leave the respondent's denials or defenses undisputed.

Time Frames for Resolution

Dunwoody is committed to the prompt and equitable resolution of allegations of sexual misconduct. Dunwoody will strive to conclude the response and resolution process within 75 days of receiving a complaint alleging a policy violation. Specific time frames for each phase of the
complaint resolution process are set forth in the Procedures for Sexual Misconduct Complaint Resolution below.

Each phase of the process will generally be as follows:

- Review of report or complaint and Notice of complaint to the respondent—nine calendar (9) calendar days
- Investigation—thirty-five (35) calendar days
- Response and Rebuttal—ten (10) calendar days
- Adjudication—twenty-one (21) calendar days

Circumstances may arise that require the extension of time frames based on the complexity of the allegations, the number of witnesses involved, the availability of the parties involved, witnesses being absent from campus, the effect of a concurrent criminal investigation, unsuccessful attempts at informal resolution, any intervening school break, vacation, or other unforeseen circumstance.

In cases where conduct that violates this policy has also been reported to the police, Dunwoody will not delay its investigation and resolution procedures in order to wait for the conclusion of a criminal investigation or proceeding. The College will, however, comply with valid requests by law enforcement for cooperation in a criminal investigation. As such, the College may need to delay temporarily an investigation under this policy while law enforcement is in the process of gathering evidence. This process typically takes 7-10 days. Once law enforcement has completed its gathering of evidence, the College will promptly resume and complete its investigation and resolution procedures.

In the event that the investigation and resolution exceed the 75-day timeframe, or to the extent additional time is needed during any of the phases of the process discussed above or below, the College will notify all parties of the reason for the delay and the expected adjustment in time frames. When a time frame for a specific phase of the process, as set forth below, is less than five (5) calendar days, Dunwoody may, in its discretion, use business days to calculate the time frame deadline. Efforts will be made to complete the process in a timely manner balancing principles of thoroughness, fundamental fairness, and promptness.

Complainants are encouraged to begin the complaint resolution process as soon as possible following an alleged incident. There is no statute of limitation for reporting prohibited conduct to the College under this policy; however, the College’s ability to respond may diminish over time, as evidence may erode, memories may fade, and respondents may no longer be affiliated with the College. If a complaint is brought forward more than three (3) calendar years after an alleged incident, the College, in its discretion, may decline to process a complaint under these procedures, but reserves the right to take other administrative action as appropriate depending on the specific circumstances of the complaint, and will provide reasonably appropriate remedial measures, assist the complainant in identifying external reporting options, and take reasonable steps to eliminate prohibited conduct, prevent its recurrence, and remedy its effects. If at least one party involved in the complaint is still a member of the College community as a student or employee, the complaint generally will be processed under these procedures.

Application of Policy

When the College receives a report or complaint of a violation of this Policy, the College will apply the complaint resolution procedures from the Policy that is in effect at the time that the report or complaint is made and generally will apply the sexual misconduct definitions from the policy that was in effect at the time the alleged misconduct occurred.

Reservation of Flexibility

The procedures set forth in this policy reflect the College’s desire to respond to complaints in good faith and in a manner that promotes fairness to all parties. The College recognizes that each case is unique and that circumstances may arise which require that it reserve some flexibility in responding to the particular circumstances of the matter.

Where it is not possible or practical to follow these procedures, the College reserves the right to modify the procedures or to take other administrative action as appropriate under the circumstances.

In instances where a complaint is made against an individual who is not a student or employee of the College, the College reserves discretion to use a process or procedures other than those outlined below, as appropriate under the circumstances.

Procedures for Sexual Misconduct Complaint Resolution

All processes involving a sexual misconduct complaint will provide a prompt, fair, and impartial investigation and resolution. Processes will be conducted by individuals who do not have a conflict of interest or bias for or against the complainant or respondent and who receive annual training on the issues related to sexual harassment, sexual assault, domestic violence, dating violence, stalking, and how to conduct an investigation and decision-making process that protects the safety of all and promotes accountability. The training is free of bias such as sex stereotypes or generalizations and includes the following topics: relevant evidence and how it should be used, proper techniques for questioning witnesses, basic rules for conducting proceedings, avoiding actual or perceived conflicts of interest, preventing sexual assault, responding to incidents of sexual assault, the dynamics of sexual assault, neurobiological responses to trauma, and compliance with state and federal laws on sexual assault. In addition, processes will be conducted by individuals who do not have a conflict of interest or bias for or against the complainant or respondent.

Sexual Misconduct Complaint

The filing of a complaint begins the complaint resolution process under this procedure. In most cases, complaints are made by the complainant. However, the College reserves the right to move forward with the complaint resolution process to protect the safety and welfare of the community, even if an individual chooses not to make or move forward with a complaint. Generally, the Title IX Coordinator will make a determination of whether the College will move forward with a complaint resolution process in the absence of a filed complaint. If the College decides that it has an obligation to move forward with the complaint resolution process, it will notify the alleged victim before proceeding.

Complaints of sexual misconduct should be made through the Title IX Coordinator or the following designees:

Carla Connor, Ph.D.
Title IX Coordinator
Vice Provost for Program Development and Compliance
612-381-8236 cconnor@dunwoody.edu (cpogliano@dunwoody.edu)
Office: Silver Level

Students:
Kelli Sattler
Dean of Students  
612-381-3437  
Office: Pinska Level  
ksattler@dunwoody.edu (%20kellisattler@dunwoody.edu)

Employees:  
Patricia Edman  
Vice President of Human Resources  
612-381-3308  
Office: Blue 54  
pedman@dunwoody.edu

**Initial Title IX Review and Assessment and Notice to Respondent**

In most cases, the first step of the complaint resolution process is a preliminary meeting between the complainant and the Title IX Coordinator or the Title IX Coordinator’s designee(s). The purpose of the preliminary meeting is to allow the Title IX Coordinator to gain a basic understanding of the nature and circumstances of the report or complaint; it is not intended to be a full investigation interview.

As part of the initial meeting with the complainant, the Title IX Coordinator or the Title IX Coordinator’s designee(s) will:

- assess the nature and circumstances of the allegation;
- address immediate physical safety and emotional well-being of the complainant;
- notify the complainant of the right to contact law enforcement and seek medical treatment;
- notify the complainant of the importance of preservation of evidence;
- provide the complainant with information about on- and off-campus resources;
- notify the complainant of the range of interim accommodations and remedies;
- provide the complainant with an explanation of the procedural options, including how to file a complaint and the complaint process;
- in cases involving allegations of sexual assault, dating violence, domestic violence, or stalking, advise the complainant of the right to have an advisor of choice;
- discuss the complainant’s expressed preference for the manner of resolution and any barriers to process; and
- explain the College’s policy prohibiting retaliation.

All reports and complaints of sexual misconduct will be reviewed by the Title IX Coordinator and/or the Title IX Coordinator’s designee(s) to determine the risk of harm to individuals or to the campus community. Steps will be taken to address these risks in consultation with the members of the Title IX Team. The Title IX Coordinator and/or the Title IX Coordinator’s designee(s) will also assess the reported conduct for the need for a timely warning under the Clery Act; and assess for pattern evidence or other similar conduct by respondent.

The Title IX Coordinator or designee(s) has discretion to refer the matter to other College disciplinary procedures. This referral option will generally be used when the alleged behavior does not fall within the policy or the alleged behavior applies to another disciplinary procedure. If the Title IX Coordinator or designee(s) determines that the report or complaint, even if substantiated, would not be a violation of this policy, they may dismiss the matter or refer it to another applicable disciplinary procedure. The parties will be notified of that determination and the complainant will be informed of other procedures for resolving the complaint and of other resources that may be available to the complainant.

When the Title IX Coordinator has received a complaint of sexual misconduct, the Title IX Coordinator or designee(s) will meet with the respondent and will:

- notify the respondent of the complaint and alleged policy violation that is being investigated;
- provide the respondent an explanation of the complaint process;
- notify the respondent of the importance of preservation of evidence;
- notify the respondent of any interim accommodations or protective measures that have been put in place that directly relate to the respondent (i.e., no-contact order);
- notify the respondent of any available interim accommodations and protective measures;
- provide the respondent with information about on- and off-campus resources;
- in cases involving allegations of sexual assault, dating violence, domestic violence, or stalking, advise the respondent of the right to have an advisor of choice; and
- explain the College’s policy prohibiting retaliation.

This stage of initial review of the report or complaint by the Title IX Coordinator and initial notice of complaint to the respondent generally will take no more than nine (9) calendar days.

**Investigation of Other College Policy Violations**

If a complaint of sexual misconduct also implicates alleged violations of other Dunwoody policies, the Title IX Coordinator or the Title IX Coordinator’s designee(s), in coordination with other appropriate school officials, will evaluate the allegations to determine whether the investigation of the alleged sexual misconduct and the other alleged policy violations may be appropriately investigated together without unduly delaying the resolution of the sexual misconduct complaint. Where the Title IX Coordinator or the Title IX Coordinator’s designee(s), in coordination with other appropriate school officials, determines that a single investigation is appropriate, the determination of responsibility for each of the alleged policy violations will be evaluated under the applicable policy, but the investigation and adjudication will be conducted in accordance with this Policy.

**Voluntary Resolution Process**

When the complainant chooses to move forward with the complaint resolution process, the complainant has the option to proceed informally, where permissible. In cases involving complaints against students where material facts are not in dispute and the alleged misconduct does not constitute a significant policy violation (for example, a single inappropriate comment), the Dean of Students may, at his or her discretion, determine an appropriate fair and equitable resolution without involvement of the Provost and notify the parties and the Provost of the outcome. In cases involving complaints against faculty or non-student Dunwoody employees where material facts are not in dispute and the alleged misconduct does not constitute a significant policy violation, the Vice President of Human Resources may determine an appropriate fair and equitable resolution and notify the parties of the outcome.

The College will not compel a complainant or respondent to engage in mediation, to directly confront the other party, or to participate in any
particular form of informal resolution. In cases involving allegations of sexual assault or more serious sexual misconduct, informal resolution may not be appropriate.

In cases where the voluntary resolution process is used, either party may request to end the voluntary process (and return to the formal resolution process below) at any time before completion. The Title IX Coordinator may also choose to end the voluntary process prior to completion.

Any informal resolution must adequately address the concerns of the complainant, as well as the rights of the respondent and the overall intent of the University to stop, remedy, and prevent policy violations. In its effort to stop, remedy, and prevent policy violations, the College will take prompt and corrective action through the imposition of individual and community remedies designed to maximize the complainant’s access to the educational and extracurricular activities of the College. Examples of potential remedies are provided in the Protective and Interim Measures section of the policy. The recommended resolution may also include other institutional responses or requirements imposed on the respondent.

The voluntary resolution process ends when a resolution has been reached or when the complainant, the respondent, or the College terminates the process. If the parties to the complaint agree in writing to the terms and conditions of a recommended resolution within five (5) calendar days of the Title IX Coordinator or the Title IX Coordinator’s designee presenting the recommended resolution to the parties, the case will be resolved without further process under this procedure. If all parties to the complaint do not agree in writing to the terms and conditions of the recommended resolution within five (5) calendar days of the Title IX Coordinator or the Title IX Coordinator’s designee presenting the recommended resolution to the parties, the complaint will be referred to the formal resolution process. If the complaint is referred to the formal resolution process, the time spent attempting to reach an informal resolution generally will not be counted as part of the seventy-five (75)-day time frame discussed in the “Time Frames for Resolution” section above.

Appeals are not allowed in cases where the parties have agreed to a voluntary alternative resolution of the matter.

Formal Resolution Process

If the complaint is not processed or resolved through the voluntary resolution process described above, the complaint will be processed according to the formal resolution process outlined below.

Investigation

Dunwoody will appoint one or more trained and impartial investigators to conduct a prompt, equitable, thorough, fair, and appropriate investigation. In most cases, the investigation will be conducted by the Dean of Students, but Dunwoody may, in its discretion, appoint an alternative trained investigator. The parties will receive written notice of the investigator appointed. If a party has a concern that the investigator has a conflict of interest, the party should report the concern in writing as set forth in the Conflicts section above. The investigator(s) will conduct the investigation in a manner appropriate to the circumstances of the case. The investigation will typically involve interviews of the complainant and respondent and may also involve questioning of other witnesses and/or review of other information. The parties will have the opportunity to advise the investigator(s) of any witnesses they believe should be interviewed, other evidence they believed should be reviewed by the investigator(s), and questions they believe the investigator(s) should ask the other party or witnesses. The investigator(s), in their discretion, may decline to interview witnesses suggested by the parties and may interview witnesses who were not suggested by either party. The investigator(s) may also decline to ask a question suggested by the parties. Character or reputation evidence is generally considered to be irrelevant and will not be included as part of the investigation. If a party suggests witnesses solely for the purpose of providing general character or reputation evidence, the investigator may choose not to interview witnesses and/or to not include information related to a party’s general character/reputation in the investigation report. The complainant and respondent will be given equitable opportunities to present information, including evidence, witnesses they believe should be interviewed, and questions they believe should be asked, as part of the investigation.

The parties may decide when (or when not) to repeat a description of the alleged misconduct and have the right to decline to participate in the complaint resolution process. If at any time the complainant declines to participate in the process, the College’s ability to meaningfully investigate and resolve a complaint may be limited. In such cases, the College will proceed with the complaint resolution process, if possible to do so without the complainant’s participation, and will make a determination based upon the information available as set forth above in the section entitled, Non-Participation and Silence. The respondent also has the right to decline to participate in the complaint resolution process. In such cases, the College will proceed with the complaint process and will make a determination based upon the information available as set forth in the above section entitled, Non-Participation and Silence.

The parties will be informed of a close of evidence date. The parties must submit any and all information and evidence believed to be relevant to the complaint by the close of evidence date. After the close of evidence date, the parties will not be permitted to submit new or additional evidence that existed prior to the close of evidence date, unless the investigator determines otherwise.

At the conclusion of the investigation, the investigator(s) may prepare a report setting forth the facts gathered. The investigator(s) generally will compile an investigation file, which may consist of any information, documents, recordings, or other evidence that are provided to the adjudicators. Such information may include, as applicable: the written complaint, recordings or written records of interviews with the complainant, respondent, and any witnesses, any other evidence obtaining during the investigation, and the investigator’s report of the investigation. The investigation file shall be forwarded to the Title IX Coordinator. The Title IX Coordinator or designee(s) will review the investigation file and has the discretion to ask the investigator(s) for clarification, additional investigation, and/or to have information removed or redacted from the investigation report.

The College will strive to complete the investigation within thirty-five (35) calendar days from the date of the complaint, but this time frame may be extended depending on the circumstances of each case, including the complexity of the allegations, the number of witnesses involved, the availability of the parties or witnesses involved, the effect of a concurrent criminal investigation, unsuccessful attempts at informal resolution, any intervening school break, vacation, or other unforeseen circumstance.

For complaints involving allegations of sexual assault, dating violence, domestic violence or stalking, the investigation file will be made available for review by the complainant and respondent. The Title IX Coordinator will provide a seven (7) calendar day period for the complainant and respondent to have access to review the investigation file and prepare a response to the investigation filed, as discussed below. The parties’ review of the investigation file generally will be provided during normal
business hours in a designated on-campus location. The investigation file cannot be removed from that location, nor can copies be made or pictures taken of the file contents.

Both parties will have the opportunity to provide a written response to the report. To do so, the party must submit an Initial Written Statement, which shall not exceed 2,000 words in length, to the Title IX Coordinator. The Initial Written Statement must be submitted within seven (7) calendar days after the investigation file becomes available to the complaint and respondent (i.e., at the conclusion of the seven-day review period). The Initial Written Statement may be used as an opportunity to clarify points in the investigation report or identify information previously given to the investigator that is not included in the investigation report which the party believes should have been included. While the parties may be assisted by their advisors in preparation of the Initial Written Statement, the Initial Written Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf.

The parties shall have an opportunity to review the Initial Written Statement submitted by the other party and, if desired, may submit a Rebuttal Written Statement not to exceed 1,500 words. The Title IX Coordinator or the Title IX Coordinator's designee(s) will provide a three (3) business day period for the complainant and respondent to have access to review the other party's Initial Written Statement and submit a Rebuttal Written Statement. The parties' access to the Initial Written Statement generally will be provided during normal business hours in a designated on-campus location. The Initial Written Statement cannot be removed from that location, nor can copies be made or pictures taken of the contents. The Rebuttal Written Statement may only be used to respond to arguments made in the other party's Initial Written Statement. While the parties may be assisted by their advisors in preparation of the Rebuttal Written Statement, the Rebuttal Written Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf.

The parties shall have an opportunity to review the Rebuttal Written Statement submitted by the other party and, if desired, may submit a Rebuttal Written Statement not to exceed 1,500 words. The Title IX Coordinator or the Title IX Coordinator's designee(s) will provide a three (3) business day period for the complainant and respondent to have access to review the other party's Rebuttal Written Statement and submit a Rebuttal Written Statement. The parties' access to the Rebuttal Written Statement generally will be provided during normal business hours in a designated on-campus location. The Rebuttal Written Statement cannot be removed from that location, nor can copies be made or pictures taken of the contents. The Rebuttal Written Statement may only be used to respond to arguments made in the other party's Rebuttal Written Statement. While the parties may be assisted by their advisors in preparation of the Rebuttal Written Statement, the Rebuttal Written Statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf.

The title IX Coordinator shall review the Initial Written Statements and Rebuttal Written Statements. Based on the statements, the title IX Coordinator has the discretion to ask the investigator(s) for clarification, additional investigation, and/or to have information removed or redacted from the investigation report. In addition, the title IX Coordinator or designee(s) may remove or redact any portions of the parties' written statements that exceed the permitted scope of the statements as set forth above or that otherwise exceed the scope of information that may be considered in the complaint resolution process (e.g., general character or reputation evidence and evidence relating to the complainant's prior sexual history).

**Adjudication**

Upon completion of the investigation, the adjudicator(s) of the case will review the investigation file and report, along with the Initial Written Statements and Rebuttal Written Statements of the parties.

- In cases where the complaint is made against a student, the Provost will be the adjudicator of the case.
- In cases where the complaint is made against a non-student employee, the Vice President of Human Resources and any other appropriate member of College leadership ("responsible individual") will be the adjudicators of the case.
- If a complaint is made against the President of the College, the chair of the Board of Trustees or other designated member of the Board shall serve as the responsible individual.
- In cases where the complaint is made against a party who is not a student and not an employee, the Title IX Coordinator will make a determination regarding the appropriate adjudicator at that time.

The adjudicator(s) will review the investigation file, along with the initial written statements and rebuttal written statements of the parties. The adjudicator(s) may, in their discretion, seek additional information from the investigator(s), the parties, or another individual, or request additional investigation by the investigator(s). If the adjudicators seek and are provided additional information, the parties will be notified and provided access to that additional information.

The adjudicator(s) will use a preponderance of the evidence standard to determine whether it is more likely than not that the respondent violated the policy and impose remedies and/or sanctions as necessary to end the misconduct, prevent its recurrence, and address its effects. The respondent is presumed to be not responsible for violating this Policy. The respondent will be deemed responsible for a policy violation only if the adjudicator(s) conclude that there is sufficient evidence, by a preponderance of the evidence, to support a finding that the respondent engaged in sexual misconduct. If the adjudicator(s) determine that the respondent is responsible for a policy violation, they will then determine what sanctions and remedies are warranted.

If the adjudicators determine that the respondent is responsible for a policy violation, they may, in their discretion, request information from the Title IX Coordinator regarding any previous violations of this policy by the respondent. If such information is shared with the adjudicators, the parties will be notified.

When a respondent is found not responsible for a Policy violation, but nevertheless is found to have engaged in inappropriate conduct—for example, inappropriate remarks that do not rise to the level of hostile environment sexual harassment—the College may, in its discretion, require the respondent to receive appropriate education and/or training. The College may also recommend counseling or other support services for the respondent.

The sanctions issued will depend on the circumstances of the case, including, but not limited to the severity of the misconduct. A complete list of possible sanctions is included in the following section. The adjudicator(s) shall make and issue a written decision within approximately twenty-one (21) calendar days following the receipt of the investigation file, the investigator's written report, and the Initial Written Statements and Rebuttal Written Statements of the parties.

**Sanctions and Remedies**

The adjudicator(s) will impose remedies and/or sanctions as necessary to end the misconduct, prevent its recurrence, and address its effects. The College reserves the right to take whatever measures deemed necessary in response to an allegation of sexual misconduct in order to protect the rights and personal safety of the complainant and Dunwoody community members. Individuals who are found responsible under this
policy may face the following sanctions as appropriate for students, employees, visitors, or others. Each of these sanctions may be imposed alone or in combination for a respondent found responsible for sexual misconduct, including for violations of the sexual assault, dating violence, domestic violence, or stalking provisions of this policy:

- verbal warning
- written warning
- probation
- suspension ranging from 1 semester to 5 with reinstatement requirements that could include behavioral contracts, required attendance at educational programs, required assessment or counseling, and other potential conditions on reinstatement;
- expulsion;
- withholding of diploma or degree for a defined period of time or until the completion of assigned sanctions;
- revocation of admission to Dunwoody;
- temporary or permanent restricted access to areas of campus, and campus events, activities, organizations or courses;
- temporary or permanent removal from class or living or housing assignment;
- conditions upon presence on campus or at College events;
- no trespass or no contact orders;
- required attendance at an educational training or meetings;
- writing a reflection paper;
- behavioral contracts;
- required assessment or counseling;
- community service hours;
- loss of salary or benefit such as travel funding
- suspension of promotion and salary increments ranging from 1 semester to 5 years, with reinstatement requirements that could include behavioral contracts, required attendance at educational programs, required assessment or counseling, and other potential conditions on reinstatement;
- removal or non-renewal of scholarships or honors;
- transfer or change of job or responsibilities;
- demotion;
- termination of employment;
- payment of restitution or costs incurred.

When an investigation reveals that a campus organization (such as a student club, athletic team, campus academic department, staff/faculty committee) has committed or promoted behavior involving sexual misconduct, the organization may be sanctioned. Sanctions to the organization may include, but are not limited to, loss of College privileges (including, but not limited to, prohibition on the organization’s participation in certain activities and the use of College facilities), educational requirements for organization members, required additional oversight of organization activities, temporary loss of organization recognition and/or funding, and permanent loss of organization recognition, in addition to individual members of the organization who are determined responsible for a policy violation being subject to the sanctions listed above. All campus organizations/departments are responsible for the actions of its members when they are operating on behalf of the organization/department.

Remedies, accommodations, and protective measures for the complainant include implementing or extending remedial or protective measures, including, without limitation, the following examples:

- A mutual or one-sided no-contact order.
- Prohibiting an individual involved from being on Dunwoody property.
- Prohibiting an individual involved from participating in Dunwoody-sponsored events.
- Changing an individual's living or housing, or dining arrangements.
- Special parking arrangements.
- Changing an individual's student or employee status or job responsibilities.
- Changing an individual's work or class schedule.
- Providing academic accommodations or providing assistance with academic issues.
- Providing security escorts.
- Providing a temporary cell phone.
- Access to counseling.
- Making information about orders for protection and harassment restraining orders available to a complainant.
- Assistance identifying an advocate to help secure additional resources or assistance, including off-campus and community advocacy, support, and services.

Remedies designed to address the Dunwoody community include increased monitoring, supervision, and/or security at locations or in connection with activities where the prohibited conduct occurred or is likely to reoccur and targeted or broad-based educational programming or training for relevant persons or groups.

Any concern about a violation of an imposed sanction should be reported to the Title IX Coordinator promptly.

**Notice of Outcome**

The complainant and respondent will receive a written notice of the outcome, by letter or email. The notifications will be sent to the complainant and the respondent at the same time.

For complaints involving sexual assault, dating/intimate partner violence, domestic violence, or stalking, the written notice shall include the determination of the adjudicator(s), any imposition of sanctions, and the rationales for the determination and sanctions including how the evidence was weighed, how the information supports the result, and the standard of evidence applied. The written notice will also include information about the procedures for appeal, as set forth below, and when the result becomes final. In addition, the written notice shall include any other steps the College has taken to eliminate the conduct and prevent its recurrence and the complainant’s written notice will include remedies offered or provided to the complainant.

For all other complaints of sexual misconduct, the written notice shall include the determination of the adjudicator(s). The respondent’s written notice shall include any imposition of sanctions and the complainant’s written notice shall include any imposition of sanctions that directly relate to the complainant. The written notice will also include information about the procedures for appeal, as set forth below, and when the result becomes final. In addition, the written notice shall include any other steps the College has taken to eliminate the conduct and prevent its recurrence and the complainant’s written notice will include remedies offered or provided to the complainant.
The College will strive to complete the adjudication process and provide a notice of outcome within twenty-one (21) calendar days after completion of the investigation (including completion of any additional investigation conducted at the request of the adjudicators). In some cases, more time may be required.

The determination of the adjudicator(s) may be appealed as provided below. In the event that no appeal is filed within the time periods prescribed below, the decision will be final.

**Appeal**

Either the complainant or the respondent may appeal the results of the formal resolution process on one or more of the following grounds:

- a procedural error occurred that substantially affected the outcome of the process;
- significant newly-discovered evidence that was not previously available to submit during the complaint resolution process may substantially affect the outcome of the process; however, intentional omission of factual information by the appealing party is not a ground for an appeal; or
- the sanction or other response by Dunwoody under the formal resolution process was excessively severe or grossly inadequate.

**Submitting an Appeal**

Following the determination, the complainant or respondent may request an appeal of the decision. The request for an appeal must be in writing, may not exceed 2,000 words, and must be submitted to the Title IX Coordinator within five (5) business days of receiving the notice of outcome. While the parties may be assisted by their advisors in preparation of the appeal, the appeal statement must be submitted by the party, must be the party's own statement, and may not be used to submit the statements of others on the party's behalf. Failure to file a timely appeal constitutes a waiver of any right to an appeal.

The Title IX Coordinator or the Title IX Coordinator's designee will review the appeal to determine whether the appeal states a permissible ground for appeal (as set forth above), such that the appeal will be considered.

The non-appealing party will be notified of the appeal and the alleged grounds for the appeal. The non-appealing party may, if desired, submit a written response to the appeal, not to exceed 2,000 words, to the Title IX Coordinator within five (5) business days of receiving notice of the appeal.

The Title IX Coordinator or the Title IX Coordinator's designee(s) will review the appeal statement and any responsive appeal statement and may remove or redact any portions of the statements that exceed the permitted scope of the appeal or word limit or that otherwise exceed the scope of information that may be considered in the complaint resolution process (such as general character/reputation evidence and evidence relating to the complainant's prior sexual history). The Title IX Coordinator or the Title IX Coordinator's designee(s) generally will compile an appeal file, which may consist of any information, documents, recordings, or other evidence that is provided to the appeal panel. Such information may include, as applicable, the written appeal statement, the responsive appeal statement, the notice of outcome, the investigation file, the parties' initial written statements and rebuttal written statements, and any previously undiscovered evidence (if discovery of new evidence is a ground for appeal).

For complaints involving allegations of sexual assault, dating violence, domestic violence, or stalking, the appeal file will be made available for review by the complainant and respondent. The Title IX Coordinator or the Title IX Coordinator's designee(s) will provide a five (5) business day period for the complainant and respondent to have access to review the appeal file and such access generally will be provided during normal business hours in a designated on-campus location. The appeal file cannot be removed from that location, nor can copies be made or pictures taken of the contents.

Appeals will be considered by an appeal panel appointed by the Title IX Coordinator or the Title IX Coordinator's designee. Generally, appeal panels will consist of three trained individuals. The parties shall receive written notice of the appeal officers appointed. If any party has a concern that the appeal officers have a conflict of interest, the party should report the concern in writing as indicated in the Conflicts section above.

**Consideration of Appeal**

In an appeal the burden of proof is on the appealing party to show that it is more likely than not that one or more of the above grounds for appeal are satisfied.

The appeal panel will not rehear the case, but will review the appeal file and consider whether it is more likely than not that the above-listed grounds for appeal have been satisfied and impacted the outcome of the process. If the appeal panel determines that the appealing party has demonstrated that it is more likely than not that one of the above grounds for appeal is satisfied, generally, the matter will be remanded for further investigation and/or deliberations by adjudicators, as determined by the appeal panel. If the appeal panel grants an appeal finding the imposed sanction to be excessively severe or grossly inadequate, the appeal panel has the discretion to modify the sanctions determination or to remand the matter to adjudicator(s) for a new sanctions determination. If the appeal panel modifies the sanctions determination, the appeal panel's sanctions decision will be subject to an appeal.

When the matter is remanded, the appeal panel will determine whether the matter should be remanded to the original adjudicator(s) or whether new adjudicator(s) should review the matter. The appeal panel may not change adjudicator(s)' determination of whether the respondent was responsible or not responsible for a Policy violation. Only the adjudicators reviewing the matter on remand from an appeal may change the determination of the original adjudicators of whether the respondent was responsible or not responsible for a Policy violation. If the reasons for remand relate to the investigation or warrant additional investigation, the appeal panel will determine whether the matter should be remanded to the previous investigator or whether a new investigator should be appointed.

If the appeal panel determines that the appealing party has not demonstrated that it is more likely than not that one or more grounds for appeal have been satisfied, the appeal panel will dismiss the appeal. This decision is final and is not appealable.

The appeal panel will issue a written decision to the complainant and respondent stating the appeal panel's findings and the final disposition of the appeal. The College will strive to complete the appeal within thirty (30) calendar days following the appeal panel's receipt of the appeal file from the Title IX Coordinator; however, in some cases, more time may be required.

Appeals arising out of alleged violations of this policy must be made under this appeal process and are not eligible for consideration under faculty, staff or student grievance policies or processes.
Sanctions generally will take effect immediately, notwithstanding an appeal. A request may be made to the Title IX Coordinator to defer the effective date of sanctions in exigent circumstances. In cases where the appeal results in reinstatement to the institution or of privileges, all reasonable attempts will be made to restore the individual to his or her prior status.

**Complaints of Retaliation, Violation of Interim Measures, and Violation of Sanctions**

Any complaint relating to retaliation in violation of this Policy, violations of interim measures, or violations of sanctions should be reported promptly to the Title IX Coordinator. The College will take appropriate action against any individual who retaliates against another person in violation of this Policy or who violates interim measures or sanctions.

When the College receives a complaint of retaliation or of violations of interim measures or sanctions, the Title IX Coordinator may exercise discretion to determine an appropriate responsive process based on the facts and circumstances. At the Title IX Coordinator or the Title IX Coordinator’s designee(s)’ discretion, options for resolution include but are not limited to informal discussions and resolution facilitated by the Title IX Coordinator or the Title IX Coordinator’s designee(s) or assignment of a designated individual to investigate the complaint and determine an appropriate response. This process will be separate and distinct from the Complaint Procedures outlined above for addressing sexual misconduct complaints. The Title IX Coordinator or the Title IX Coordinator’s designee(s) will document the complaint received, the process used, and the outcome. The College will notify the parties of the outcome of the complaint. Any party with concerns about the process or outcome should consult with the Title IX Coordinator.

**Alternative Procedures**

Nothing in this Policy is intended to interfere with the right of any individual to pursue other avenues of recourse which may include, but are not limited to, filing a complaint with the United States Department of Education’s Office for Civil Rights (OCR).

The OCR Office for institutions located in Minnesota is:

U.S. Department of Education
Office for Civil Rights
Citigroup Center
500 W. Madison St., Ste. 1475
Chicago, IL 60661-4544
Tel: 312-730-1560
TDD: 877-521-2172
Email: OCR.Chicago@ed.gov

**Resources**

**What to do if you are sexually assaulted**

- Get to a safe place.
- Call 911 if in immediate danger, if you are injured, or the community is in possible danger.
- Consider securing immediate professional support on or off campus to assist you in the crisis.
- Seek a medical evaluation for personal wellness/testing and possible evidence collection, even if you are uncertain you want to press charges or pursue legal action. For your safety and well-being, immediate medical attention is encouraged. Further, being examined as soon as possible, ideally within 24 hours, is important in the case of sexual assault. The hospital will arrange for a specific medical examination at no charge.
- Take steps to preserve evidence, which may be necessary to the proof of criminal sexual violence or in obtaining a protection order. It is very important to preserve evidence. You may not know right now whether you will contact the police. But in case you later decide to, the evidence available immediately after the assault is crucial. To preserve evidence follow these recommendations: Prior to seeking medical attention, do not shower, bathe, wash your hands, brush your teeth, use the toilet or clean up in any way. Bring another set of clothes to the hospital since clothes will be collected as part of the evidence. If you have changed clothes, bring your soiled clothing with you for evidence collection. Additionally, you are encouraged to gather bedding, linens or any other pertinent articles that may be used for evidence. Secure them in a clean paper bag or clean sheet. Evidence found in phone records (texting), e-mails, and/or social media (Facebook, Snapchat, etc.) should also be preserved.
- Even after the immediate crisis has passed, contact confidential on-campus and/or off-campus resources—for emotional support, information, and/or advocacy.
- Report the conduct to the Title IX Coordinator at 612-381-8236. The Title IX Coordinator can arrange for interim measures and accommodations, including no contact orders. The College will also assist in any needed advocacy for students who wish to obtain protective or restraining orders with local authorities. Alternatively, you can contact the Minneapolis Police Department or Hennepin County District Court to obtain protective or restraining orders.
- File criminal charges with the local Police Department, if desired. Designated staff members will help the employee or student in reporting the assault to the police and/or in filing a criminal charge.

**Emergency Contacts:**

24-Hour Emergency – Local law enforcement: 911

**On Campus Resources:**

Carla Pogliano Connor, Ph.D.
Vice Provost for Program Development and Compliance
Title IX Coordinator, Rehabilitation Act Coordinator, and Age Discrimination Act Coordinator
612-381-8236
cconnor@dunwoody.edu (cppogliano@dunwoody.edu)

Patricia Edman
Vice President of Human Resources
612-381-3308
pedman@dunwoody.edu

Kelli Sattler
Dean of Students
612-381-3437
ksattler@dunwoody.edu

Dunwoody Student Services Office
612-374-5800
studentaffairs@dunwoody.edu

Dunwoody’s Employee Assistance Program:
Cigna’s Life Assistance Program 24/7
1-800-538-3543
Off Campus Resources:
RAINN (Rape, Assault, and Incest National Network)
800-656-HOPE
24-hour hotline; free and confidential

Sexual Offense Services
St. Paul, Minnesota

24-hour hotline; free and confidential

Domestic Abuse Service Center
651-643-3006
24-hour hotline; free and confidential

Domestic Abuse Service Center (SARS) provides assistance to victims of rape and sexual assault through area hospital emergency departments 24 hours a day. SARS counselors meet with victims and their families at HCMC and other participating hospitals to complete the evidentiary exam and to help them cope with the trauma and consequences of the assault.

You can have a SANE exam within 120 hours after the rape or sexual assault. The purpose of the SANE exam is to collect forensic evidence, receive preventative health care, and see if you have any physical injuries that need tending. The exam will take place at the sexual assault exam site, in a confidential room with trained staff and volunteers. During the exam, the SANE will collect evidence such as your clothing, DNA swabs, etc. Prior to the exam, preserve all evidence and do not shower, bathe, change clothes, douche, brush teeth, drink or eat, or throw away any clothing until police or medical personnel say it is okay. If you have done any of the above, it is still possible to do an exam, but it is not as effective. If possible, please try to avoid any of these actions. Completing a SANE exam does not require you to file a police report. But, it does help preserve evidence in case you decide to file a police report at a later date.

Health Care Options:
Hennepin County Medical Center
Sexual Assault Resources Service
612-873-5832
701 Park Ave.
Orange Building, 2.220
Minneapolis, MN 55415

Hennepin County Medical Center Sexual Assault Resources Service provides assistance to victims of rape and sexual assault through area hospital emergency departments 24 hours a day. SARS counselors meet with victims and their families at HCMC and other participating hospitals to complete the evidentiary exam and to help them cope with the trauma and consequences of the assault.

You can have a SANE exam within 120 hours after the rape or sexual assault. The purpose of the SANE exam is to collect forensic evidence, receive preventative health care, and see if you have any physical injuries that need tending. The exam will take place at the sexual assault exam site, in a confidential room with trained staff and volunteers. During the exam, the SANE will collect evidence such as your clothing, DNA swabs, etc. Prior to the exam, preserve all evidence and do not shower, bathe, change clothes, douche, brush teeth, drink or eat, or throw away any clothing until police or medical personnel say it is okay. If you have done any of the above, it is still possible to do an exam, but it is not as effective. If possible, please try to avoid any of these actions. Completing a SANE exam does not require you to file a police report. But, it does help preserve evidence in case you decide to file a police report at a later date.

Visa and Immigration Assistance:
US Citizenship and Immigration Services
2901 Metro Drive Ste. 100
Bloomington, MN 55425

Student Financial Aid:
Financial Aid Office: 612-381-3347

State Law Definitions:
Some of the conduct prohibited in this Policy may be a crime. The relevant Minnesota criminal law definitions are provided below. The Minnesota criminal law definitions are provided for informational purposes only. The definitions set forth in the Definitions section above will be used for all purposes under this Policy.

Consent, Minn. Stat. § 609.341, subd. 4, 7, 9
Subd. 4. Consent. (a) "Consent" means words or overt actions by a person indicating a freely given present agreement to perform a particular sexual act with the actor. Consent does not mean the existence of a prior or current social relationship between the actor and the complainant or that the complainant failed to resist a particular sexual act.

(b) A person who is mentally incapacitated or physically helpless as defined by this section cannot consent to a sexual act.

(c) Corroboration of the victim’s testimony is not required to show lack of consent.

***

Subd. 7. Mentally incapacitated. "Mentally incapacitated" means that a person under the influence of alcohol, a narcotic, anesthetic, or any other substance, administered to that person without the person’s agreement, lacks the judgment to give a reasoned consent to sexual contact or sexual penetration.

***

Subd. 9. Physically helpless. "Physically helpless" means that a person is (a) asleep or not conscious, (b) unable to withhold consent or to withdraw consent because of a physical condition, or (c) unable to communicate nonconsent and the condition is known or reasonably should have been known to the actor.

Sexual Assault, Minn. Stat. § 609.341 et seq.

609.342 CRIMINAL SEXUAL CONDUCT IN THE FIRST DEGREE.

Subdivision 1. Crime defined.

A person who engages in sexual penetration with another person, or in sexual contact with a person under 13 years of age as defined in section 609.341, subdivision 11 (https://www.revisor.mn.gov/statutes/cite/609.341#stat60934111), paragraph (c), is guilty of criminal sexual conduct in the first degree if any of the following circumstances exists:

(a) the complainant is under 13 years of age and the actor is more than 36 months older than the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(b) the complainant is at least 13 years of age but less than 16 years of age and the actor is more than 48 months older than the complainant and in a position of authority over the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(c) circumstances existing at the time of the act cause the complainant to have a reasonable fear of imminent great bodily harm to the complainant or another;

(d) the actor is armed with a dangerous weapon or any article used or fashioned in a manner to lead the complainant to reasonably believe it to be a dangerous weapon and uses or threatens to use the weapon or article to cause the complainant to submit;

(e) the actor causes personal injury to the complainant, and either of the following circumstances exist:

(i) the actor uses force or coercion to accomplish sexual penetration; or

(ii) the actor knows or has reason to know that the complainant is mentally impaired, mentally incapacitated, or physically helpless;

(f) the actor is aided or abetted by one or more accomplices within the meaning of section 609.05 (https://www.revisor.mn.gov/statutes/cite/609.05), and either of the following circumstances exists:

(i) an accomplice uses force or coercion to cause the complainant to submit; or

(ii) an accomplice is armed with a dangerous weapon or any article used or fashioned in a manner to lead the complainant reasonably to believe it to be a dangerous weapon and uses or threatens to use the weapon or article to cause the complainant to submit;

(g) the actor has a significant relationship to the complainant and the complainant was under 16 years of age at the time of the sexual penetration. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense; or

(h) the actor has a significant relationship to the complainant, the complainant was under 16 years of age at the time of the sexual penetration, and:

(i) the actor or an accomplice used force or coercion to accomplish the penetration;

(ii) the complainant suffered personal injury; or

(iii) the sexual abuse involved multiple acts committed over an extended period of time.

Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense.

609.343 CRIMINAL SEXUAL CONDUCT IN THE SECOND DEGREE.

Subdivision 1. Crime defined.

A person who engages in sexual contact with another person is guilty of criminal sexual conduct in the second degree if any of the following circumstances exists:

(a) the complainant is under 13 years of age and the actor is more than 36 months older than the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(b) the complainant is at least 13 but less than 16 years of age and the actor is more than 48 months older than the complainant and in a position of authority over the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(c) circumstances existing at the time of the act cause the complainant to have a reasonable fear of imminent great bodily harm to the complainant or another;

(d) the actor is armed with a dangerous weapon or any article used or fashioned in a manner to lead the complainant to reasonably believe it to be a dangerous weapon and uses or threatens to use the dangerous weapon to cause the complainant to submit;

(e) the actor causes personal injury to the complainant, and either of the following circumstances exist:
(i) the actor uses force or coercion to accomplish the sexual contact; or

(ii) the actor knows or has reason to know that the complainant is mentally impaired, mentally incapacitated, or physically helpless;

(f) the actor is aided or abetted by one or more accomplices within the meaning of section 609.05 (https://www.revisor.mn.gov/statutes/cite/609.05), and either of the following circumstances exists:

(i) an accomplice uses force or coercion to cause the complainant to submit; or

(ii) an accomplice is armed with a dangerous weapon or any article used or fashioned in a manner to lead the complainant to reasonably believe it to be a dangerous weapon and uses or threatens to use the weapon or article to cause the complainant to submit;

(g) the actor has a significant relationship to the complainant and the complainant was under 16 years of age at the time of the sexual contact. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense; or

(h) the actor has a significant relationship to the complainant, the complainant was under 16 years of age at the time of the sexual contact, and:

(i) the actor or an accomplice used force or coercion to accomplish the contact;

(ii) the complainant suffered personal injury; or

(iii) the sexual abuse involved multiple acts committed over an extended period of time.

Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense.

609.344 CRIMINAL SEXUAL CONDUCT IN THE THIRD DEGREE.

Subdivision 1. Crime defined.

A person who engages in sexual penetration with another person is guilty of criminal sexual conduct in the third degree if any of the following circumstances exists:

(a) the complainant is under 13 years of age and the actor is no more than 36 months older than the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant shall be a defense;

(b) the complainant is at least 13 but less than 16 years of age and the actor is more than 24 months older than the complainant. In any such case if the actor is no more than 120 months older than the complainant, it shall be an affirmative defense, which must be proved by a preponderance of the evidence, that the actor reasonably believes the complainant to be 16 years of age or older. In all other cases, mistake as to the complainant’s age shall not be a defense. Consent by the complainant is not a defense;

(c) the actor uses force or coercion to accomplish the penetration;

(d) the actor knows or has reason to know that the complainant is mentally impaired, mentally incapacitated, or physically helpless;

(e) the complainant is at least 16 but less than 18 years of age and the actor is more than 48 months older than the complainant and in a position of authority over the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(f) the actor has a significant relationship to the complainant and the complainant was at least 16 but under 18 years of age at the time of the sexual penetration. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(g) the actor has a significant relationship to the complainant, the complainant was at least 16 but under 18 years of age at the time of the sexual penetration, and:

(i) the actor or an accomplice used force or coercion to accomplish the penetration;

(ii) the complainant suffered personal injury; or

(iii) the sexual abuse involved multiple acts committed over an extended period of time.

Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(h) the actor is a psychotherapist and the complainant is a patient of the psychotherapist and the sexual penetration occurred:

(i) during the psychotherapy session; or

(ii) outside the psychotherapy session if an ongoing psychotherapist-patient relationship exists.

Consent by the complainant is not a defense;

(i) the actor is a psychotherapist and the complainant is a former patient of the psychotherapist and the former patient is emotionally dependent upon the psychotherapist;

(j) the actor is a psychotherapist and the complainant is a patient or former patient and the sexual penetration occurred by means of therapeutic deception. Consent by the complainant is not a defense;

(k) the actor accomplishes the sexual penetration by means of deception or false representation that the penetration is for a bona fide medical purpose. Consent by the complainant is not a defense;

(l) the actor is or purports to be a member of the clergy, the complainant is not married to the actor, and:

(i) the sexual penetration occurred during the course of a meeting in which the complainant sought or received religious or spiritual advice, aid, or comfort from the actor in private; or

(ii) the sexual penetration occurred during a period of time in which the complainant was meeting on an ongoing basis with the actor to seek or receive religious or spiritual advice, aid, or comfort in private. Consent by the complainant is not a defense;

(m) the actor is an employee, independent contractor, or volunteer of a state, county, city, or privately operated adult or juvenile correctional system, or secure treatment facility, or treatment facility providing services to clients civilly committed as mentally ill and dangerous, sexually dangerous persons, or sexual psychopathic personalities, including, but not limited to, jails, prisons, detention centers, or work release facilities, and the complainant is a resident of a facility or under supervision of the correctional system. Consent by the complainant is not a defense;
Subdivision 1. Crime defined.

A person who engages in sexual contact with another person is guilty of criminal sexual conduct in the fourth degree if any of the following circumstances exist:

(a) the complainant is under 13 years of age and the actor is no more than 36 months older than the complainant. Neither mistake as to the complainant’s age or consent to the act by the complainant is a defense; or

(b) the complainant is at least 13 but less than 16 years of age and the actor is more than 48 months older than the complainant or in a position of authority over the complainant. Consent by the complainant to the act is not a defense. In any such case, if the actor is no more than 120 months older than the complainant, it shall be an affirmative defense which must be proved by a preponderance of the evidence that the actor reasonably believes the complainant to be 16 years of age or older. In all other cases, mistake as to the complainant’s age shall not be a defense; and

(c) the actor uses force or coercion to accomplish the sexual contact;

(d) the actor knows or has reason to know that the complainant is mentally impaired, mentally incapacitated, or physically helpless;

(e) the complainant is at least 16 but less than 18 years of age and the actor is more than 48 months older than the complainant and in a position of authority over the complainant. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(f) the actor has a significant relationship to the complainant and the complainant was at least 16 but under 18 years of age at the time of the sexual contact. Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense; or

(g) the actor has a significant relationship to the complainant, the complainant was at least 16 but under 18 years of age at the time of the sexual contact, and:

(i) the actor or an accomplice used force or coercion to accomplish the contact;

(ii) the complainant suffered personal injury; or

(iii) the sexual abuse involved multiple acts committed over an extended period of time.

Neither mistake as to the complainant’s age nor consent to the act by the complainant is a defense;

(h) the actor is a psychotherapist and the complainant is a patient of the psychotherapist and the sexual contact occurred:

(i) during the psychotherapy session; or

(ii) outside the psychotherapy session if an ongoing psychotherapist-patient relationship exists. Consent by the complainant is not a defense;

(i) the actor is a psychotherapist and the complainant is a former patient of the psychotherapist and the former patient is emotionally dependent upon the psychotherapist;

(j) the actor is a psychotherapist and the complainant is a patient or former patient and the sexual contact occurred by means of therapeutic deception. Consent by the complainant is not a defense;

(k) the actor accomplishes the sexual contact by means of deception or false representation that the contact is for a bona fide medical purpose. Consent by the complainant is not a defense;

(l) the actor is or purports to be a member of the clergy, the complainant is not married to the actor, and:

(i) the sexual contact occurred during the course of a meeting in which the complainant sought or received religious or spiritual advice, aid, or comfort from the actor in private; or

(ii) the sexual contact occurred during a period of time in which the complainant was meeting on an ongoing basis with the actor to seek or receive religious or spiritual advice, aid, or comfort in private. Consent by the complainant is not a defense;

(m) the actor is an employee, independent contractor, or volunteer of a state, county, city, or privately operated adult or juvenile correctional system, or secure treatment facility, or treatment facility providing services to clients civilly committed as mentally ill and dangerous, sexually dangerous persons, or sexual psychopathic personalities, including, but not limited to, jails, prisons, detention centers, or work release facilities, and the complainant is a resident of a facility or under supervision of the correctional system. Consent by the complainant is not a defense;

(n) the actor provides or is an agent of an entity that provides special transportation service, the complainant used the special transportation service, and the sexual penetration occurred during or immediately before or after the actor transported the complainant. Consent by the complainant is not a defense; or

(o) the actor performs massage or other bodywork for hire, the complainant was a user of one of those services, and nonconsensual sexual penetration occurred during or immediately before or after the actor performed or was hired to perform one of those services for the complainant.

Subdivision 1. Crime defined.

A person is guilty of criminal sexual conduct in the fifth degree:

(1) if the person engages in nonconsensual sexual contact; or
(2) the person engages in masturbation or lewd exhibition of the genitals in the presence of a minor under the age of 16, knowing or having reason to know the minor is present.

For purposes of this section, "sexual contact" has the meaning given in section 609.341, subdivision 11, paragraph (a), clauses (i), (iv), and (v), but does not include the intentional touching of the clothing covering the immediate area of the buttocks. Sexual contact also includes the intentional removal or attempted removal of clothing covering the complainant's intimate parts or undergarments, and the nonconsensual touching by the complainant of the actor's intimate parts, effected by the actor, if the action is performed with sexual or aggressive intent.

Dating Violence/Domestic Violence, Minn. Stat. § 518B.01

(a) "Domestic abuse" means the following, if committed against a family or household member by a family or household member:

(1) physical harm, bodily injury, or assault;

(2) the infliction of fear of imminent physical harm, bodily injury, or assault; or

(3) terroristic threats, within the meaning of section 609.713, subdivision 1; criminal sexual conduct, within the meaning of section 609.342 (https://www.revisor.mn.gov/statutes/cite/609.342), 609.343 (https://www.revisor.mn.gov/statutes/cite/609.343), 609.344 (https://www.revisor.mn.gov/statutes/cite/609.344), 609.345 (https://www.revisor.mn.gov/statutes/cite/609.345), or 609.3451 (https://www.revisor.mn.gov/statutes/cite/609.3451); or interference with an emergency call within the meaning of section 609.78, subdivision 2 (https://www.revisor.mn.gov/statutes/cite/609.78#stat609782).

(b) "Family or household members" means:

(1) spouses and former spouses;

(2) parents and children;

(3) persons related by blood;

(4) persons who are presently residing together or who have resided together in the past;

(5) persons who have a child in common regardless of whether they have been married or have lived together at any time;

(6) a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and

(7) persons involved in a significant romantic or sexual relationship.

Issuance of an order for protection on the ground in clause (6) does not affect a determination of paternity under sections 257.51 (https://www.revisor.mn.gov/statutes/cite/257.51) to 257.74 (https://www.revisor.mn.gov/statutes/cite/257.74). In determining whether persons are or have been involved in a significant romantic or sexual relationship under clause (7), the court shall consider the length of time of the relationship; type of relationship; frequency of interaction between the parties; and, if the relationship has terminated, length of time since the termination.

Stalking, Minn. Stat. § 609.749

Subd. 2. Stalking crimes.

A person who stalks another by committing any of the following acts is guilty of a gross misdemeanor:

(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) returns to the property of another if the actor is without claim of right to the property or consent of one with authority to consent;

(4) repeatedly makes telephone calls, sends text messages, or induces a victim to make telephone calls to the actor, whether or not conversation ensues;

(5) makes or causes the telephone of another repeatedly or continuously to ring;

(6) 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;

(7) knowingly makes false allegations against a peace officer concerning the officer's performance of official duties with intent to influence or tamper with the officer's performance of official duties; or

(8) uses another's personal information, without consent, to invite, encourage, or solicit a third party to engage in a sexual act with the person.

For purposes of this clause, "personal information" and "sexual act" have the meanings given in section 617.261, subdivision 7 (https://www.revisor.mn.gov/statutes/cite/617.261#stat6172617).
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