

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING ITS OFFICERS AND
EXECUTIVE COMMITTEE FOR ACADEMIC YEAR 2024-2025**

- WHEREAS: The Nominating Committee of the Board of Trustees is responsible to recommend to the full Board, on an annual basis, a slate of officers and Executive Committee members for the academic year; and
- WHEREAS: The Nominating Committee requested from all Board members their recommendations on nominees for board officers; and
- WHEREAS: The Nominating Committee met on September 11, 2024, to discuss the recommendations it received for Board officers and executive committee members; and
- WHEREAS: The Nominating Committee recommends the following board members as officers for the 2024-2025 academic year: Steve Fastook, *Chairperson*; Linda Lewis, *Vice-Chair*; Dr. Thomas Bistocchi, *Secretary*; and
- WHEREAS: The Nominating Committee hereby nominates the following board members to serve on the Executive Committee for the 2024-2025 academic year in compliance with its bylaws: Steve Fastook, *Chairperson*; Linda Lewis, *Vice-Chair*; Dr. Thomas Bistocchi, *Secretary*; Ada Morell, *Past-Chair*; and Ed Oatman, *alternate*; now, therefore, be it
- RESOLVED: The Board of Trustees accepts the recommendations of the Nominating Committee and appoints the above-named trustees as officers and members of the Executive Committee, respectively, for the 2024-2025 academic year.

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR ADVERTISING AND RECRUITMENT SERVICES**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for contracts related to advertising and recruitment services in FY25 unless otherwise noted:

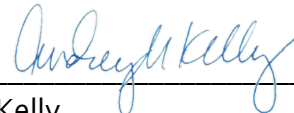
<u>Advertising, Recruitment</u>	<u>Not to Exceed</u>
Red Bull New York, Inc.	\$465,000 (fy25-27 total)
Art Guild	\$311,000
College Board	\$135,000

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024




Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION ESTABLISHING AND ADOPTING THE KEAN UNIVERSITY
PREGNANCY AND RELATED CONDITIONS AND PARENTING STUDENT POLICY**

- WHEREAS: The Kean University Board of Trustees is responsible for approving policies that guide the operations of the University; and
- WHEREAS: Kean University embraces the importance of ensuring that students who enroll in college are provided with the support needed to succeed; and
- WHEREAS: Kean University also recognizes that policies must be in place to guide decision-making with regard to students and to protect students from discrimination in compliance with both state and federal legal mandates; and
- WHEREAS: The University Counsel’s Office, in cooperation with the Office of Affirmative Action, the Division of Student Affairs, and the University’s Wellness Center, has determined a policy regarding student pregnancy and related conditions, as well as parenting students, is necessary to comply with state and federal regulations and to protect students from discrimination; and
- WHEREAS: University Counsel presented a draft Pregnancy and Related Conditions and Parenting Student Policy to the Legal and Personnel Committee of the Board for discussion and consideration; and
- WHEREAS: The Legal and Personnel Committee reviewed the policy and recommends the full Board of Trustees adopt the policy, annexed hereto (Attachment A); now, therefore, be it
- RESOLVED: The Kean University Board of Trustees does hereby adopt the attached Pregnancy and Related Conditions and Parenting Student Policy; and, be it further
- RESOLVED: The Board directs the President and/or his designee to take the steps necessary to both disseminate and implement the policy effective immediately and authorizes both to make modifications to the policy as necessary after implementation.
- RESOLUTION
ADOPTED: September 16, 2024
- DULY
CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees



PREGNANCY AND RELATED CONDITIONS AND PARENTING STUDENT POLICY

1. Non-Discrimination Statement

Kean University does not discriminate in its education program or activity against any applicant for admission, student, applicant for employment, or employee on the basis of current, potential, or past pregnancy or related conditions as mandated by Title IX of the Education Amendments of 1972 (Title IX). The University prohibits members of the University community from adopting or implementing any policy, practice, or procedure which treats an applicant for admission, student, applicant for employment, or employee differently on the basis of current, potential, or past parental, family, or marital status. This policy and its pregnancy-related protections apply to all pregnant persons, regardless of gender identity or expression.

This policy is intended to comply with federal law (Title IX), as well as New Jersey State law (N.J.S.A. 18A:3B-74 et seq.).

2. Definitions

- ***Familial Status.*** The configuration of one's family or one's role in a family.
- ***Marital Status.*** The state of being married or unmarried.
- ***Parental Status.*** The status of a person who, with respect to another person who is under the age of 18,¹ is a biological, adoptive, foster, or stepparent; a legal custodian or guardian; in loco parentis with respect to such a person; or actively seeking legal custody, guardianship, visitation, or adoption of such a person.
- ***Pregnancy and Related Conditions.*** The full spectrum of processes and events connected with pregnancy, including pregnancy, childbirth, termination of pregnancy, or

¹ Or a person who is 18 or older but who is incapable of self-care because of a mental or physical disability.

lactation; related medical conditions; and recovery therefrom.²

- **Reasonable Modifications.** Individualized modifications to the University’s policies, practices, or procedures that do not fundamentally alter the University’s education program or activity.

3. Information Sharing Requirements

Any University employee who becomes aware of a student’s pregnancy or related condition is required to provide the student with the Title IX Coordinator’s contact information and communicate that the Title IX Coordinator can help take specific actions to prevent discrimination and ensure equal access to the University’s education program and activity. If the employee has a reasonable belief that the Title IX Coordinator is already aware of the pregnancy or related condition, the employee is not required to provide the student with the Title IX Coordinator’s contact information.

Upon notification of a student’s pregnancy or related condition, the Title IX Coordinator will contact the student and inform the student of the University’s obligations to:

- Prohibit sex discrimination.
- Provide reasonable modifications.
- Allow access, on a voluntary basis, to any separate and comparable portion of the institution’s education program or activity.
- Allow a voluntary leave of absence.
- Ensure lactation space availability.
- Maintain a Resolution Process for alleged discrimination.
- Treat pregnancy as comparable to other temporary medical conditions for medical benefit, service, plan, or policy purposes.

The Title IX Coordinator will also notify the student of the process to file a complaint for alleged discrimination, harassment, or retaliation, as applicable.

4. Reasonable Modifications for Students

Students who are pregnant or are experiencing related conditions are entitled to Reasonable Modifications to prevent sex discrimination and ensure equal access to the University’s education program and activity. Any student seeking Reasonable Modifications must contact the Title IX Coordinator to discuss appropriate and available Reasonable Modifications based on their individual needs. Students are encouraged to request Reasonable Modifications as

² “The U.S. Department of Education interprets ‘termination of pregnancy’ to mean the end of pregnancy in any manner, including, miscarriage, stillbirth, or abortion.” Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 89 F.R. 33474, April 29, 2024, codified at 34 C.F.R. 106.

promptly as possible, although retroactive modifications may be available in some circumstances. Reasonable Modifications are voluntary, and a student can accept or decline the offered Reasonable Modifications. Not all Reasonable Modifications are appropriate for all contexts.

Reasonable Modifications may include:

- Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom
- Intermittent absences to attend medical appointments
- Access to online or homebound education
- Changes in schedule or course sequence
- Time extensions for coursework and rescheduling of tests and examinations
- Allowing a student to sit or stand, or carry or keep water nearby
- Counseling
- Changes in physical space or supplies (for example, access to a larger desk or a footrest)
- Elevator access
- A larger uniform or other required clothing or equipment
- Other changes to policies, practices, or procedures determined by the Title IX Coordinator

In situations such as clinical rotations, performances, labs, and group work, the University will work with the student to devise an alternative path to completion, if possible. In progressive curricular and/or cohort-model programs, medically necessary leaves are sufficient cause to permit the student to shift course order, substitute similar courses, or join a subsequent cohort when returning from leave. Students are encouraged to work with their faculty members and the University's support systems to devise a plan for how to best address the conditions as pregnancy progresses, anticipate the need for leaves, minimize the academic impact of their absence, and get back on track as efficiently and comfortably as possible. The Title IX Coordinator will assist with plan development and implementation as needed.

Supporting documentation for Reasonable Modifications will only be required when it is necessary and reasonable under the circumstances to determine which Reasonable Modifications to offer to determine other specific actions to take to ensure equal access.

Information about pregnant students' requests for modifications will be shared with faculty and staff only to the extent necessary to provide the Reasonable Modification.

Students experiencing pregnancy-related conditions that manifest as a temporary disability under the Americans with Disabilities Act (ADA) or Section 504 of the Rehabilitation Act are eligible for reasonable accommodations just like any other student with a temporary disability. The Title IX Coordinator will consult with the Office of Accessibility Services to ensure the student receives reasonable accommodations for their disability as required by law.

5. Certification to Participate

All students should be informed of health and safety risks related to participation in academic and co-curricular activities, regardless of pregnancy status. A student may not be required to provide health care provider or other certification that the student is physically able to participate in the program or activity, unless:

- a. The certified level of physical ability or health is necessary for participation;**
- b. The University requires such certification of all students participating; and**
- c. The information obtained is not used as a basis for pregnancy-related discrimination.**

6. Lactation Space Access

Kean University recognizes the importance of breastfeeding and the health benefits to both mother and child. As such, Kean University has dedicated clean, private, and comfortable [locations](#) for women who wish to express breast milk. These lactation rooms are located in close proximity to restrooms and provide a comfortable chair with a table arm. The lactation rooms are secure and require a key for entry and are accessible to all Kean University students and employees. Please note that the University does not provide refrigeration for expressed milk or a place to keep storage equipment. Students and employees are encouraged to bring a cooler bag for proper storage of expressed milk.

Student employees should review the [University's Break Time for Nursing Mothers Policy](#) for reasonable accommodations available for nursing mothers.

7. Leaves of Absence

A. Students

Students are permitted to take a voluntary leave of absence for a reasonable time as deemed medically necessary by their healthcare provider because of pregnancy and/or the birth, adoption, or placement of a child. The leave term may be extended in the case of extenuating circumstances or medical necessity.

To the extent possible, University will take reasonable steps to ensure that students who take a leave of absence or medical leave return to the same position of academic progress that they were in when they took leave, including access to the same or an equivalent course catalog that was in place when the leave began.

Continuation of students' scholarships, fellowships, or similar University-sponsored funding during the leave term will depend on student registration status and the policies of the funding program regarding registration status. Students will not be negatively impacted by or forfeit

their future eligibility for their scholarship, fellowship, or similar University-supported funding by exercising their rights under this policy.

The Title IX Office can and will advocate for students with respect to financial aid agencies and external scholarship providers in the event that a leave of absence places eligibility into question.

In order to initiate a leave of absence, the student must contact the Title IX Coordinator at least 30 calendar days prior to the initiation of leave, or as soon as practicable. The Title IX Coordinator will assist the student in completing any necessary paperwork with [Student Health Services](#) to initiate a leave request.

B. Student Employees

Pregnancy and related conditions will be regarded as a justification for a leave of absence without pay for a reasonable period of time.

Student Employees who take leave under Title IX must be reinstated to the status held when leave began or a comparable position without a negative effect on any employment privilege or right.

8. Additional New Jersey Law Protections for Students

Kean University shall not require a student to take a leave of absence, withdraw from an associate, baccalaureate, or graduate program, or limit the student's studies solely due to pregnancy or pregnancy-related issues.

The University shall provide reasonable accommodations to a pregnant student to enable the student to complete coursework and research. Reasonable accommodations to a pregnant student shall include, but need not be limited to, allowances for the student's health and safety, such as allowing the student to maintain a safe distance from hazardous substances, allowing the student to make up tests and assignments that are missed for pregnancy-related reasons, allowing a student to take a leave of absence, and excusing medically-necessary absences.

The University shall return an enrolled student in good academic standing who chooses to take a leave of absence because she is pregnant or has recently given birth to the associate, baccalaureate, or graduate program in good academic standing following a leave period consistent with University policies or of up to one academic year, whichever period is longer, subject to the reasonable administrative requirements, unless there is a medical reason for a longer absence, in which case her standing in the associate, baccalaureate, or graduate program shall be maintained during that period of absence.

The University shall return an enrolled student in good academic standing who is not the birth parent and who chooses to take a leave of absence because of the birth of the student's child to

the associate, baccalaureate, or graduate program in good academic standing following a leave period consistent with University policies, or of up to one month, whichever period is longer, subject to the reasonable administrative requirements.

The University shall allow a graduate student who chooses to take a leave of absence because she is pregnant or has recently given birth a period consistent with University policies, or a period of 12 months, whichever period is longer, to prepare for and take preliminary and qualifying examinations. The normative time to degree while in candidacy for a graduate degree for a pregnant graduate student shall be increased in an amount equal to the length of the leave of absence, unless a longer extension is medically necessary.

The University shall allow a graduate student who is not the birth parent and who chooses to take a leave of absence because of the birth of the student's child a period consistent with University policies, or a period of one month, whichever period is longer, to prepare for and take preliminary and qualifying examinations, and an extension of at least one month toward normative time to degree while in candidacy for a graduate degree, unless a longer period or extension is medically necessary to care for the student's partner or their child.

9. Policy Dissemination and Training

A copy of this policy will be made available to faculty and employees in annually required training and posted on the University website. The University will alert all new students about this policy and the location of this policy as part of orientation. The Office of Affirmative Action Programs/Title IX Office will make educational materials available to all members of the University community to promote compliance with this policy and familiarity with its procedures.

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION ADOPTING KEAN UNIVERSITY'S AMENDED TITLE IX POLICIES AND
GUIDELINES IN COMPLIANCE WITH CHANGING FEDERAL REQUIREMENTS**

WHEREAS: The U.S. Department of Education has updated its requirements and regulations regarding Title IX, a federal law that prohibits discrimination based on sex in any education program or activity that receives federal financial assistance; and

WHEREAS: The revisions to Title IX requirements and regulations required universities to undertake a comprehensive redevelopment of their Title IX processes, procedures and adjudication systems, and to formally adopt these revised policies; and

WHEREAS: Kean University has reviewed the complex new requirements and re-drafted its policies and procedures to reflect the most current requirements of Title IX; and

WHEREAS: The University seeks the Board of Trustees' approval of the updated policies and procedures related to Title IX attached hereto; now, therefore, be it

RESOLVED: The Board of Trustees does approve the Kean University Title IX 2024 Policies and Procedures manual attached hereto (Attachment A); and, be it further

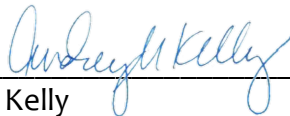
RESOLVED: The Board of Trustees directs the President and/or his designee to take the steps necessary to both disseminate and implement the policy effective immediately and also authorizes both to make any modifications to the policy deemed necessary after implementation.

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees



KEAN

24-09-16-2883



Title IX 2024 Policy and Procedures

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I. KEAN UNIVERSITY SEX DISCRIMINATION, SEX-BASED HARASSMENT, AND RETALIATION POLICY FOR ALL FACULTY, STUDENTS, EMPLOYEES, AND THIRD PARTIES (Hereinafter, the “Policy”)

1. Purpose

Kean University is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities that are free from sex discrimination, sex-based harassment and retaliation for engaging in protected activity.

Kean University values and upholds the equal dignity of all members of its community and strives to balance the rights of the Parties in the Resolution Process during what is often a difficult time for all involved.

To ensure compliance with federal, state, and local sex discrimination laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education program or activity, the University has developed policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation sex discrimination, sex-based harassment or retaliation.

2. Notice of Nondiscrimination

Kean University is committed to establishing and maintaining a diverse campus community. Equal opportunity and diversity represent principles, which are integrally woven into the University’s mission. The University complies with all federal, state, and local laws, regulations, and ordinances prohibiting discrimination in public post-secondary education institutions.

Kean University is committed to providing equal opportunity in employment and education, as well as equity of conditions for employment and education to all and does not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of actual or perceived sex.

This Policy covers sex discrimination in both employment and access to educational opportunities. Therefore, any member of the Kean University community whose acts deny, deprive, unreasonably interfere with or limit the education or employment, residential and/or social access, benefits, and/or opportunities of any member of the University community, guest, or visitor on the basis of that person’s actual or perceived sex, is in violation of this Policy.

Kean University will promptly and effectively address any such discrimination of which it has knowledge/Notice using the resolution process in the Sex Discrimination, Sex-based Harassment, and Retaliation Procedures.

Any student or employee who believes that he or she has been subjected to prohibited harassment and/or discrimination should contact the Office of Affirmative Action Programs and Title IX Coordinator, East Campus, Room 204, (908) 737-5980 or titleix@kean.edu.

3. Nondiscrimination Team Contacts

Kean University has appointed a Nondiscrimination Team, comprised of the following individual(s), to coordinate the University's compliance with federal, state, and local civil rights laws and ordinances:

For discrimination and harassment allegations:

*Catricia Shaw
Director/Title IX Coordinator
Office of Affirmative Action Programs
East Campus Room 204
215 North Avenue
Hillside, NJ 07205
(908) 737-5983
shawc@kean.edu
www.kean.edu/titleix*

*De'Etra Pickett
Managing Assistant Director/Deputy Title IX Coordinator
Office of Affirmative Action Programs
East Campus Room 204
215 North Avenue
Hillside, NJ 07205
(908) 737-5984
dpickett@kean.edu
www.kean.edu/titleix*

Collectively, these individuals are responsible for providing comprehensive nondiscrimination education and training; coordinating the University's timely, thorough, and fair response, investigation, and resolution of all alleged prohibited conduct under this Policy; and monitoring the effectiveness of this Policy and related procedures to ensure an education and employment environment free from sex discrimination, sex-based harassment, and retaliation.

Kean University recognizes that allegations under this Policy may include multiple forms of discrimination and harassment as well as violations of other University policies; may involve various combinations of students, employees, and other members of the Kean community; and may require the simultaneous attention of multiple University departments. Accordingly, all University departments will share information, combine efforts, and otherwise collaborate, to the maximum extent permitted by law and consistent with other applicable University policies, to provide uniform, consistent, efficient, and effective responses to alleged sex discrimination, sex-based harassment, or retaliation.

4. External Contact Information

Concerns about the University's application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

For complaints involving students:

Office for Civil Rights (OCR)
U.S. Department of Education

400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Fax: (202) 453-6012
TTY: (877) 521-2172
Email: OCR@ed.gov
Web: <http://www.ed.gov/ocr>

New York Office

Office for Civil Rights

U.S. Department of Education 32 Old Slip, 26th Floor
New York, NY 10005-2500 (646) 428-3900
Fax: (646) 428-3843
TTY: (80) 877-8339
Email: OCR.NewYork@ed.gov

For complaints involving employees:

Division on Civil Rights

N.J. Department of Law & Public Safety
(Within 180 days of the discriminatory act)

Central Regional Office

140 East Front Street, 6th Floor
P.O. Box 090
Trenton NJ 08625-0090
(609) 292-4605

Northern Regional Office

31 Clinton Street, 3rd floor
P.O. Box 46001
Newark, NJ 07102
(973) 648-2700

South Shore Regional Office

1325 Boardwalk, 1st Floor
Tennessee Avenue and Boardwalk Atlantic City, NJ 08401
(609) 441-3100

Southern Regional Office

5 Executive Campus, Suite 107 Cherry Hill, NJ 08034
(856) 486-4080

Equal Employment Opportunity Commission (EEOC) (Within 300 days of the discriminatory act)

EEOC Newark Area Office (The Newark Area Office has jurisdiction over the State of New Jersey counties of Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, and Warren)

Two Gateway Center
283-299 Market Street

Suite 1703
 Newark, NJ 07102
 (800) 669-4000
 (973) 645-4684
 Fax: (973) 645-4524
 TTY: (800) 669-6820
 ASL Video Phone: (844) 234-5122
 Web: <https://www.eeoc.gov/field-office/newark/location>
 Appointment Scheduling: <https://publicportal.eeoc.gov/>

EEOC Philadelphia District Office (The Philadelphia District Office has jurisdiction over the State of New Jersey counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem)
 801 Market Street
 Suite 100
 Philadelphia, PA 19107
 (800) 669-4000
 (267) 589-9700
 Fax: (215) 440-2606
 TTY: (800) 669-6820
 ASL Video Phone: (844) 234-5122
 Email: PDOContact@eeoc.gov
 Web: <https://www.eeoc.gov/field-office/philadelphia/location>
 Appointment Scheduling: <https://publicportal.eeoc.gov/>

5. Mandated Reporting and Confidential Employees

All Kean University employees (faculty, staff, administrators, and student employees), other than those deemed Confidential Employees, are Mandated Reporters and are expected to promptly report all known details of actual or suspected sex discrimination, sex-based harassment, and/or retaliation to appropriate officials immediately, although there are some limited exceptions. Supportive measures may be offered as the result of such disclosures without formal University action.

Complainants may want to carefully consider whether they share personally identifiable details with Mandated Reporters, as those details must be shared with the Title IX Coordinator.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant or required by law), who will take action when an incident is reported to them.

Failure of a Mandated Reporter, as described above in this section, to report an incident of sex discrimination, sex-based harassment, or retaliation of which they become aware is a violation of this Policy and can be subject to disciplinary action for failure to comply/failure to report. This also includes situations when a harasser is a Mandated Reporter. Such individuals are obligated to report their own misconduct, and failure to do so is a chargeable offense under this Policy.

A Mandated Reporter who is themselves a target of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

Confidential Resources

To enable Complainants to access support and resources without filing a Complaint, Kean University has designated specific employees as Confidential Resources. Those designated by the University as Confidential Resources are not required to report actual or suspected sex discrimination, sex-based harassment, or retaliation in a way that identifies the Parties. They will, however, provide the Complainant with the Title IX Coordinator's contact information and offer options and resources without any obligation to inform an outside agency or University official unless a Complainant has requested the information be shared.

There are three categories of Confidential Employees: 1) Those with confidentiality bestowed by law or professional ethics, such as lawyers, medical professionals, clergy, and counselors; 2) Those whom Kean has specifically designated as confidential for purposes of providing support and resources to the Complainant; and 3) Those conducting human subjects research as part of a study approved by Kean University's Institutional Review Board (IRB).

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with the following Confidential Employees:

Confidential Employees

- On-campus licensed professional counselors and staff
- On-campus health service providers and staff
- On-campus members of the clergy/chaplains working within the scope of their licensure or ordination
- On-campus Student Support Services Advocates
- Director of Sports Medicine/Athletic Trainers

The [Kean Counseling Center](#) and/or the [Employee Assistance Program](#) are available to help free of charge and may be consulted on an emergency basis during normal business hours.

All of the above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order and submit timely anonymous statistical information for Clergy Act purposes unless they believe it would be harmful to their client, patient, or parishioner.

In addition, Complainants may speak with individuals unaffiliated with Kean University without concern that this Policy will require them to disclose information to the institution without permission:

- Licensed professional counselors and other medical providers
- Local rape crisis counselors
- Domestic violence resources
- Local or state assistance agencies
- Clergy/Chaplains
- Attorneys

6. Scope

This Policy is only applicable to alleged incidents that occur after August 1, 2024. For alleged incidents of sexual harassment occurring prior to August 1, 2024, the policy and procedures in place at the time of the

alleged incident apply. Applicable versions of those policies and procedures are available from the Title IX Coordinator and at [sexual-harassment-policy-and-procedures](#).

This Policy applies to all faculty, employees, students, and other individuals participating in or attempting to participate in the University's program or activities, including education and employment.

This Policy prohibits all forms of sex discrimination and may be applied to incidents, patterns and/or institutional culture/climate, all of which may be addressed in accordance with this Policy. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Additional protections against sex discrimination are available for pregnant and parenting students under the [Pregnancy and Related Conditions and Parenting Student Policy](#).

7. Jurisdiction

This policy applies to the University's education program and activities (defined as including locations, events, or circumstances in which the University exercises substantial control over both the Respondent and the context in which the conduct occurred), circumstances where the University has disciplinary authority, and to misconduct occurring within any building owned or controlled by a Kean University recognized student organization. A Complainant does not have to be a member of the University community to file a complaint, at the discretion of the Title IX Coordinator.

This policy may also be applicable to the effects of off-campus misconduct that limit or deny a person's access to Kean University's educational program or activities. The University may also extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial University interest.

A substantial University interest includes:

- a. Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;
- b. Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student or other individual;
- c. Any situation that significantly impinges upon the rights, property, or achievements of oneself or others or significantly breaches the peace and/or causes social disorder; and/or
- d. Any situation that substantially interferes with the University's educational interests or mission.

For disciplinary action to be issued under this Policy, the Respondent must be a Kean University faculty member, student, or employee at the time of the alleged incident. If the Respondent is unknown or is not a member of the Kean community, the Title IX Coordinator will offer to assist the Complainant in identifying appropriate institutional and local resources and support options and will implement appropriate supportive measures and/or remedial actions (e.g., trespassing a person from campus). The University can also assist in contacting local or institutional law enforcement if the individual would like to file a police report about criminal conduct.

All vendors serving the University through third-party contracts are subject to the policies and procedures of their employers and/or to these Policies and procedures to which their employer has agreed to be bound by their contracts.

When a party is participating in a dual enrollment/early college program, the University will coordinate with the party's home institution to determine jurisdiction and coordinate providing supportive measures and responding to the complaint under the appropriate policy and procedures based on the allegations and identities of the Parties.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in contacting the appropriate individual at that institution, as it may be possible to pursue action under that institution's policies.

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences discrimination in an externship, clinical placement, study abroad program, or other environment external to the University where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give the Complainant recourse. If there are effects of that external conduct that impact a student or employee's work or educational environment, those effects can often be addressed remedially by the Title IX Coordinator if brought to their attention.

8. Supportive Measures

Kean University will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sex discrimination, sex-based harassment and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized measures offered as appropriate and reasonably available. They are offered, without fee or charge to the parties, to restore or preserve access to the University's education program or activity, including measures designed to protect the safety of all parties and/or the University's educational environment; provide support during the University's Resolution Process procedures or during the informal resolution process; and/or deter sex discrimination, sex-based harassment and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the Parties upon receiving notice/knowledge or a Complaint. At the time that supportive measures are offered, if a Complaint has not been filed, the University will inform the Complainant, in writing, that they may file a complaint with the University either at that time or in the future.

The Title IX Coordinator will work with the Complainant to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

The University will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the University's ability to provide the supportive measures. If the Complainant or Respondent has a disability, the Title IX Coordinator may consult, as appropriate, with the Office of Accessibility Services for students or the Office of Human Resources for employees to determine how to comply with Section 504 of the Rehabilitation Act of 1973, [29 U.S.C. 794](#), in the implementation of supportive measures.

The University will act to ensure as minimal an academic/occupational impact on the parties as possible. The University will implement measures in a way that does not unreasonably burden any party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services

- Referral to the Employee Assistance Program
- Referral to community-based service providers
- Visa and immigration assistance
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation assistance
- Implementing contact restrictions (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- No Trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) Orders
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders or other restrictions may be referred to appropriate student or employee conduct processes for enforcement or added as collateral misconduct allegations to an ongoing Complaint under this Policy.

The University may, as appropriate, modify or terminate supportive measures at the conclusion of the Resolution Process procedures or at the conclusion of the informal resolution process, or the University may continue them beyond that point.

The Parties are provided with a timely opportunity to seek modification or reversal of the University's decision to provide, deny, modify, or terminate supportive measures applicable to them. A request to do so should be made in writing to the Title IX Coordinator. An impartial employee other than the employee who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures if they are inconsistent with the definition of supportive measures in § 106.2 of the federal Title IX Regulations. The University will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them if circumstances change materially. The University typically renders decisions on supportive measures within seven (7) business days of receiving a request and provides a written determination to the impacted party(ies) and the Title IX Coordinator.

9. Online Harassment and Misconduct

The policies of Kean University are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the University's education program and activities or use University networks, technology, or equipment.

Although Kean University may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to the University, it will

engage in a variety of means to address and mitigate the effects. These means may include use of the Resolution Process to address off-campus conduct whose effects contribute to limiting or denying a person access to the University's education program or activity.

Nothing in this Policy is intended to infringe upon or limit a person's rights to free speech. Any online posting or other electronic communication by students, including technology-facilitated bullying, stalking, harassment, etc., occurring completely outside of the University's control (e.g., not on University networks, websites, or between University email accounts) will only be subject to this Policy when such online conduct can be shown to cause (or will likely cause) a substantial in-program disruption or infringement on/harm the rights of others. Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but protected speech cannot legally be subjected to discipline.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the University only when such speech is made in an employee's official or work-related capacity.

10. Inclusion Related to Gender Identity/Expression

Kean University strives to ensure that all individuals are safe, included, and respected in their education and employment environments, regardless of their gender identity or expression, including intersex, nonbinary, transgender, agender, two-spirit, and gender-diverse students and employees.

Discrimination and harassment on the basis of gender identity or expression are not tolerated by the University. If a member of the University community believes they have been subjected to discrimination under this Policy, they should follow the appropriate reporting process described herein.

In upholding the principles of equity and inclusion, the University supports the full integration and healthy development of those who are gender diverse and seeks to eliminate any stigma related to gender identity and expression.

Kean University is committed to fostering a climate where all identities are valued, contributing to a more vibrant and diverse community. The University will administratively address issues that some students and employees, including those identifying as intersex, transgender, agender, nonbinary, and gender diverse, may confront as they navigate systems originally designed around the assumption that gender is binary. As our society's understanding of gender evolves, so do the University's processes and policies.

Concepts like misgendering and deadnaming may not be familiar to all but understanding them is essential to the University's goal of being as welcoming and inclusive a community as possible.

Misgendering or mispronouncing is the intentional or unintentional use of pronouns or identifiers that are different from those used by an individual. Unintentional misgendering is usually resolved with a simple apology if someone clarifies their pronouns for you. Intentional misgendering is inconsistent with the type of community we hold ourselves out to be and may constitute a Policy violation if the effect is greater than *de minimis* harm. We each have a right to determine our own gender identity and expression, but we don't get to choose or negate someone else's.

Deadnaming, along with misgendering, can be very traumatic to a person who is transgender, transitioning, nonbinary, or gender diverse. Deadnaming means using someone's birth-assigned (cisgender) name, rather than the name they have chosen.

To a person who is transgender, transitioning, nonbinary, or gender diverse, their cisgender identity may be something that is in their past — dead, buried, and behind them. To then revive their deadname could trigger issues, traumas, and experiences of the past that the individual has moved past, or is moving past, and can interfere with their health and well-being.

Again, unintentional deadnaming can often be addressed by a simple apology and an effort to use the person's chosen name. Intentional deadnaming could be a form of bullying, outing, or otherwise harassing an individual, and thus should be avoided.

This Policy should be interpreted consistent with the goals of maximizing the inclusion of intersex, transgender, transitioning, agender, nonbinary, and gender-diverse students and employees, including:

- Maintaining the privacy of all individuals consistent with law
- Ensuring all students have equal access to educational programming, activities, and facilities, including restrooms and locker rooms
- Ensuring all employees have equal access to employment opportunities and work, service, or health-related facilities
- Providing professional development for employees and education for students on topics related to gender inclusion
- Encouraging all students and employees to respect the pronoun usage and identities of all members of the University community

The University also follows the [State of New Jersey Workplace Gender Transition Guidelines](#) designed to create a safe and productive workplace environment for all employees.

Kean University uses a number of interventions to address concerns that are raised related to gender-based harassment or discrimination, including problem-solving, intervention, confrontation, investigation, and Policy enforcement. When conflicts arise between the right of members of the community to be free from gender-identity discrimination and those exercising their right to religious freedom, the University will try to balance rights and interests to find mutually agreeable outcomes or compromises. When that is not possible, the University will offer remedial solutions or enforce its Policies while also respecting the rights of all members of its community.

11. Prohibited Conduct

Students and employees are entitled to an educational and employment environment that is free of sex discrimination, sex-based harassment, and retaliation. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial or sensitive, subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited sex discrimination, sex-based harassment, and retaliation that are prohibited under this Policy. When speech or conduct is protected by academic freedom, it will not be considered a violation of University Policy, though supportive measures will be offered to those impacted.

All offense definitions below encompass actual and/or attempted offenses.

Any of the following offenses can be charged as or combined as pattern offenses, in which case the Notice of Investigation and Allegation (NOIA) will clearly indicate that both individual incidents and a pattern of conduct are being investigated. A pattern may exist and be charged when there is a potential substantial similarity to incidents where the proof of one could make it more likely that the other(s) occurred, and vice versa. Patterns may exist based on target selection, similarity of offense, or other factors. Where a pattern is found, it can be the basis to enhance sanctions, accordingly.

A. Sex Discrimination

Sex discrimination is different treatment with respect to a person's employment or participation in an education program or activity based, in whole or in part, upon the person's actual or perceived sex.

Discrimination can take two primary forms:

1) Disparate Treatment Discrimination:

- Any intentional differential treatment of a person or persons that is based on a person's actual or perceived sex and that:
 - Excludes a person from participation in;
 - Denies a person benefits of; or
 - Otherwise adversely affects a term or condition of a person's participation in a University program or activity.

2) Disparate Impact Discrimination:

- Disparate impact occurs when policies or practices that appear to be neutral unintentionally result in a disproportionate impact on the basis of sex that:
 - Excludes a person from participation in;
 - Denies a person benefits of; or
 - Otherwise adversely affects a term or condition of a person's participation in a University program or activity.

B. Sex-based Harassment (Applicable under Title IX, Title VII, and the Fair Housing Act)

Sex-based Harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex,¹ including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity; sexual assault, dating violence, domestic violence, and stalking.

1) Quid Pro Quo:

- an employee agent, or other person authorized by the University,
- to provide an aid, benefit, or service under the University's education program or activity,
- explicitly or impliedly conditioning the provision of such aid, benefit, or service,
- on a person's participation in unwelcome sexual conduct.

2) Hostile Environment Harassment:

- unwelcome sex-based conduct, that

¹ Throughout this Policy, "on the basis of sex" means conduct that is sexual in nature, or that is directed to the Complainant because of his/her/their actual or perceived sex or gender identity.

- based on the totality of the circumstances,
- is subjectively and objectively offensive, and
- is so severe or pervasive,
- that it limits or denies a person's ability to participate in or benefit from the University's education program or activity

The University reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not prohibited by law. Addressing such conduct will not result in the imposition of discipline under University Policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other Informal Resolution mechanisms.

For assistance with Alternative Resolution and other Informal Resolution techniques and approaches, contact the Title IX Coordinator.

3) Sexual Assault:²

- a. **Rape:**
 - Penetration by the Respondent, no matter how slight,
 - of the vagina or anus of the Complainant,
 - with any body part or object, or
 - oral penetration by the Respondent of a sex organ of the Complainant,
 - without the consent of the Complainant.
- b. **Fondling:**
 - The touching of the private body parts of the Complainant (buttocks, groin, breasts),
 - for the purpose of sexual gratification,
 - without the consent of the Complainant,
 - including instances where the Complainant is incapable of giving consent because of their age or because of a temporary or permanent mental incapacity.
- c. **Incest:**
 - Sexual intercourse,
 - between persons who are related to each other,
 - within the degrees wherein marriage is prohibited by NJ law.
- d. **Statutory Rape:**
 - Sexual intercourse,
 - with a person who is under the statutory age of consent of 18.

4) Dating Violence, defined as:

- a. violence,
- b. on the basis of sex,
- c. committed by a person,
- d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.

² This would include having another person touch you sexually, forcibly, and/or without their consent.

- i. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
 - a) Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
 - b) Dating violence does not include acts covered under the definition of domestic violence.

5) Domestic Violence,³ defined as:

- a. violence,
- b. on the basis of sex,
- c. committed by a current or former spouse or intimate partner of the Complainant,
- d. by a person with whom the Complainant shares a child in common, or
- e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
- f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of NJ, or
- g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of NJ.

6) Stalking, defined as:

- a. engaging in a course of conduct,
- b. on the basis of sex,
- c. directed at the Complainant, that
 - i. would cause a reasonable person to fear for the person's safety, or
 - ii. the safety of others; or
 - iii. Suffer substantial emotional distress.

For the purposes of this definition:

- Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

C. Sexual Exploitation:⁴

- a person taking non-consensual or abusive sexual advantage of another, that does not constitute Sex-based Harassment as defined above,

³ To categorize an incident as Domestic Violence under this Policy, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

⁴ This offense is not classified under Title IX as "Sex-based Harassment," but it is included here in this Policy as a tool to address a wider range of behaviors.

- for their own benefit or for the benefit of anyone other than the person being exploited.

Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)
- Invasion of sexual privacy (e.g., doxxing)
- Knowingly making an unwelcome disclosure of (or threatening to disclose) a person's sexual orientation, gender identity, or gender expression
- Taking pictures, video, or audio recording of another person in a sexual act, or in any other sexually related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity; or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of non-consensual pornography
- Prostituting another person
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
- Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing)
- Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
- Knowingly soliciting a minor for sexual activity
- Engaging in sex trafficking
- Knowingly creating, possessing, or disseminating child sexual abuse images or recordings
- Creating or disseminating synthetic media, including images, videos, or audio representations of individuals doing or saying sexually related things that never happened, or placing identifiable real people in fictitious pornographic or nude situations without their consent (i.e., Deepfakes)

D. Other Prohibited Conduct

- 1) **Bullying:**⁵
 - repeated and/or severe aggressive behavior
 - that is likely to intimidate or intentionally hurt, control, or physically or mentally diminish the Complainant
 - that is not speech or conduct that is otherwise protected by the First Amendment
- 2) **Endangerment:**

⁵For Bullying, Hazing, and Endangerment, these offenses can be applied when the conduct is on the basis of sex but is not a form of Sex-based Harassment.

- threatening or causing physical harm
- extreme verbal, emotional, or psychological abuse
- other conduct which threatens or endangers the health or safety of any person or damages their property

3) **Hazing:**

- any act or action
- which does or is likely to endanger the mental or physical health or safety of any person
- as it relates to a person's initiation, admission into, or affiliation with any Recipient group or organization

For the purposes of this definition:

- It is not necessary that a person's initiation or continued membership is contingent upon participation in the activity, or that the activity was sanctioned or approved by the student group or student organization, for an allegation of hazing to be upheld.
- It shall not constitute an excuse or defense to a hazing allegation that the participants took part voluntarily, gave consent to the conduct, voluntarily assumed the risks or hardship of the activity, or that no injury was suffered or sustained.
- The actions of alumni, active, new, and/or prospective members of a student group or student organization may be considered hazing.
- Hazing is not confined to the student group or student organization with which the person subjected to the hazing is associated.

4) **Retaliation:**

- Adverse action, including intimidation, threats, coercion, or discrimination, against any person,
- by the University, a student, employee, or a person authorized by the University to provide aid, benefit, or service under the University's education program or activity,
- for the purpose of interfering with any right or privilege secured by law or Policy, or
- because the person has engaged in protected activity, including reporting information, making a Complaint, testifying, assisting, or participating or refusing to participate in any manner in an investigation or Resolution Process under this Policy, including an Informal Resolution process, or in any other appropriate steps taken by the University to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.
- The exercise of rights protected under the First Amendment does not constitute retaliation. It is also not retaliation for the University to pursue Policy violations against those who make materially false statements in bad faith in the course of a resolution under this Policy. However, the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

5) **Unauthorized Disclosure:**⁶

⁶ Nothing in this section restricts the ability of the Parties to: obtain and present evidence, including by speaking to witnesses (as long as it does not constitute retaliation under this Policy), consult with their family members, confidential resources, or Advisors; or otherwise prepare for or participate in the Resolution Process.

- Distributing or otherwise publicizing materials created or produced during an investigation or Resolution Process except as required by law or as expressly permitted by the University; or
- publicly disclosing institutional work product that contains personally identifiable information without authorization or consent.

6) **Failure to Comply/Process Interference**

- Intentional failure to comply with the reasonable directives of Title IX Coordinator in the performance of their official duties, including with the terms of a no contact order
- Intentional failure to comply with emergency removal or interim suspension terms
- Intentional failure to comply with sanctions
- Intentional failure to adhere to the terms of an Informal Resolution agreement
- Intentional failure to comply with mandated reporting duties as defined in this Policy
- Intentional interference with the Resolution Process, including, but not limited to:
 - Destruction of or concealing of evidence
 - Actual or attempted solicitation of knowingly false testimony or providing false testimony or evidence
 - Intimidating or bribing a witness or party

E. Sanction Ranges

The following sanction ranges apply for Prohibited Conduct under this Policy. Sanctions can be assigned outside of the specified ranges based on aggravating or mitigating circumstances, or the Respondent's cumulative conduct record.

- **Sex Discrimination:** warning through expulsion or termination.
- **Quid Pro Quo Harassment:** warning through expulsion or termination.
- **Hostile Environment Harassment:** warning through expulsion or termination.
- **Rape:** suspension through expulsion or termination.
- **Fondling:** warning through suspension or termination.
- **Incest:** warning through probation.
- **Statutory Rape:** warning through suspension (termination for employees).
- **Stalking:** probation through expulsion or termination.
- **Dating/Domestic Violence:** probation through expulsion or termination.
- **Sexual Exploitation:** warning through expulsion or termination.
- **Bullying:** warning through expulsion or termination.
- **Endangerment:** warning through expulsion or termination.
- **Hazing:** warning through expulsion or termination.
- **Retaliation:** warning through expulsion or termination.
- **Unauthorized Disclosure:** warning through expulsion or termination.
- **Failure to Comply/Process Interference:** warning through expulsion or termination.

F. Consent, Force, and Incapacitation

As used in this Policy, the following definitions and understandings apply:

1) Consent

Consent is defined as:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.⁷

Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Consent is evaluated from the perspective of what a reasonable person would conclude are mutually understandable words or actions. Reasonable reciprocation can establish consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to be kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, sexual activity should cease within a reasonably immediate time.

Silence or the absence of resistance alone should not be interpreted as consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Consent to some sexual contact (such as kissing or fondling) cannot be assumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected. If a sexual partner shares the clear expectation for the use of a condom, or to avoid internal ejaculation, and those expectations are not honored, the failure to use a condom, removing a condom, or internal ejaculation can be considered acts of sexual assault.

Proof of consent or non-consent is not a burden placed on either party involved in a Complaint. Instead, the burden remains on the University to determine whether its Policy has been violated. The existence of consent is based on the totality of the circumstances

⁷ The State definition of Ineffective consent is as follows: “Unless otherwise provided by the code or by the law defining the offense, assent does not constitute consent if: (1) It is given by a person who is legally incompetent to authorize the conduct charged to constitute the offense; or (2) It is given by a person who by reason of youth, mental disease or defect or intoxication is manifestly unable or known by the actor to be unable to make a reasonable judgment as to the nature of harmfulness of the conduct charged to constitute an offense; or (3) It is induced by force, duress or deception of a kind sought to be prevented by the law defining the offense.” N.J.S.A. 2C:2-10. This definition is applicable to criminal prosecutions for sex offenses in New Jersey, but may differ from the definition used at the University to address Policy violations.

evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred and any similar and previous patterns that may be evidenced.

Going beyond the boundaries of consent is prohibited. Thus, unless a sexual partner has consented to slapping, hitting, hair pulling, strangulation, or other physical roughness during otherwise consensual sex, those acts may constitute dating violence or sexual assault.⁸

2) Force

Force is the use of physical violence and/or physical imposition to gain sexual access. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Force is conduct that, if sufficiently severe, can negate consent.

Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” which elicits the response, “Okay, don’t hit me. I’ll do what you want.”).

Coercion is unreasonable pressure for sexual activity. Coercive conduct, if sufficiently severe, can render a person’s consent ineffective, because it is not voluntary. When someone makes clear that they do not want to engage in sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive. Coercion is evaluated based on the frequency, intensity, isolation, and duration of the pressure involved.

3) Incapacitation

Incapacitation is a state where a person is incapable of giving consent. An incapacitated person cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, and how” of their sexual interaction). A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including because of alcohol or other drug consumption.

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

Incapacitation is determined through consideration of all relevant indicators of a person’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

If the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated, the Respondent is not in violation of this Policy. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

⁸ Consent in relationships must also be considered in context. When Parties consent to BDSM (bondage, discipline, sadism, masochism) or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual.

G. Unethical Relationships

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty member and student or supervisor and employee). These relationships may, in reality, be less consensual than perceived by the individual whose position confers power or authority. Similarly, the relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Circumstances may change, and conduct that was once welcome may, at some point in the relationship, become unwelcome.

Even when both parties have initially consented to romantic or sexual involvement, the possibility of a later allegation of a relevant policy violation still exists. The University does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the University. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., faculty-student, staff-student) are generally discouraged. They may also violate standards of professionalism and/or professional ethics.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or otherwise evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or otherwise evaluative responsibilities who are involved in such relationships are required to complete the [Supervisory Conflict of Interest Form](#) with the University Ethics Office and must bring these relationships to the timely attention of their supervisor and/or the Title IX Coordinator. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee or shifting a party from being supervised or evaluated by someone with whom they have established a consensual relationship. When an affected relationship existed prior to adoption of this policy, the duty to notify the appropriate supervisor still pertains.

This type of relationship includes Resident Advisors (RAs) and students over whom the RA has direct responsibility. While no relationships are prohibited by this Policy, failure to timely self-report such relationships to a supervisor and the Ethics Liaison Officer as required can result in disciplinary action for an employee. The Title IX Coordinator will determine whether to refer violations of this provision to the University Ethics Office for resolution, or to pursue resolution under this Policy, based on the circumstances of the allegation.

12. Standard of Proof

The University uses the Preponderance of the Evidence standard of proof when determining whether a Policy violation occurred. This means that the University will decide whether it is more likely than not, based upon the available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s).

13. Reports/Complaints of Sex Discrimination, Sex-Based Harassment, and/or Retaliation

A Report provides notice to the University of an allegation or concern about sex discrimination, sex-based harassment, or retaliation and provides an opportunity for the Title IX Coordinator to provide information, resources, and supportive measures. A Complaint provides notice to the University that the Complainant would like to initiate an investigation or other appropriate resolution procedures. A Complainant or

individual may initially make a Report and may decide at a later time to make a Complaint. Reports or Complaints of sex discrimination, sex-based harassment, and/or retaliation may be made using any of the following options:

- 1) File a Complaint with, or give verbal Notice directly to, the Title IX Coordinator or to any member of the Nondiscrimination Team. Such a Complaint may be made at any time (including during non-business hours) by using the telephone number, email address, or by mail to the office of the Title IX Coordinator or any other Nondiscrimination Team member listed in this Policy.
- 2) Submit online Notice with the [Title IX Reporting Form](#). Anonymous Notice is accepted, but the Notice may give rise to a need to try to determine the Parties' identities. Anonymous Notice typically limits the University's ability to investigate, respond, and provide remedies, depending on what information is shared. Measures intended to protect the community or redress or mitigate harm may be enacted.

Reporting carries no obligation to initiate a Complaint, and in most situations, the University is able to respect a Complainant's request to not initiate a resolution process. However, there may be circumstances, such as pattern behavior, allegations of severe misconduct, or a compelling threat to health and/or safety, where the University may need to initiate a Resolution Process. If a Complainant does not wish to file a Complaint, the University will maintain the privacy of information to the extent possible. The Complainant should not fear a loss of confidentiality by giving Notice that allows the University to discuss and/or provide supportive measures, in most circumstances.

Note that a person is entitled to make a Complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a Complaint.

14. Time Limits on Reporting

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to the University's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

15. False Allegations and Evidence

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a Policy violation determination.

Additionally, witnesses and parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or Resolution Process can be subject to

discipline under appropriate University policies.

16. Confidentiality/Privacy

Kean University makes every effort to preserve the privacy of the parties. The University will not share the identity of any individual who has made a complaint of sex discrimination, sex-based harassment or retaliation; any Complainant; any individual who has been reported to be the perpetrator of sex discrimination, sex-based harassment or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes of applicable laws and regulations (e.g. Title IX), Family Educational Rights and Privacy Act (FERPA), and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures.⁹¹⁰

Additional information regarding confidentiality and privacy can be found in Appendix D.

Unauthorized Disclosure of Information

Parties and Advisors are prohibited from disclosing information and evidence obtained by the University through the Resolution Process, to the extent that information is the work product of the University (meaning it has been produced, compiled, or written by the University for purposes of its investigation and resolution of a Complaint), without authorization. It is also a violation of the University Policy to publicly disclose institutional work product that contains a party or witness's personally identifiable information without authorization or consent. Violation of this Policy is subject to significant sanctions. Nothing in this section shall be construed to restrict the ability of the Parties to obtain and present evidence, including by speaking to witnesses; consulting with their family members, confidential resources, or Advisors; or otherwise preparing for or participating in the Resolution Process. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the Complaint are authorized.

17. Emergency Removal/Interim Actions/Leaves

Kean University can act to remove a student Respondent accused of sex discrimination, sex-based harassment, or retaliation from its education program or activities, partially or entirely, on an emergency basis when an individualized safety and risk analysis has determined that an imminent and serious threat to the health or safety of any student, employee, or other individual arising from the allegations of sex discrimination justifies removal. This risk analysis is performed by the Title IX Coordinator and may be done in conjunction with the Kean University Behavioral Intervention Team (KUBIT) using its standard objective violence risk assessment procedures (See Appendix E).

The University can place an employee Respondent on administrative leave from employment responsibilities during the pendency of the University's Resolution Process procedures. Employees are subject to existing procedures for interim actions and leaves as outlined by the Office of Human Resources or appropriate union agreement.

In all cases in which an emergency removal is imposed, the Respondent will be given notice of the action and the opportunity to challenge the decision immediately following the removal.

⁹ 20 U.S.C. 1232g

¹⁰ 34 C.F.R. § 99

18. Federal Timely Warning Obligations

Kean University must issue timely warnings for incidents reported that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

The University will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

19. Amnesty

The Kean University community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to give Notice to University officials or participate in resolution processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the University community that Complainants choose to give Notice of misconduct to Kean officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, Kean University offers parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident. Granting amnesty is a discretionary decision made by the University, and amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution.

A. **Students:**

The University maintains a policy of amnesty for students who offer help to others in need. Although policy violations cannot be overlooked, the University may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

B. **Employees:**

Sometimes, employees are hesitant to report sex discrimination, sex-based harassment or retaliation they have experienced for fear that they may get into trouble themselves. The University may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident.

Employees should also refer to the [Whistleblower Act](#) for information regarding employee protections for reporting.

20. Preservation of Evidence

The preservation of evidence is critical to potential criminal prosecution and to obtaining restraining/protective orders, and it is particularly time sensitive. The University will inform the Complainant of the importance of preserving evidence by taking actions such as the following:

Sexual Assault

- Seek forensic medical assistance at the nearest hospital, ideally within 120 hours of the incident (sooner is better).
- Avoid urinating, showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or a secure evidence container (if provided one by law enforcement)
- Seeking medical treatment can be essential, even if it is not for the purpose of collecting forensic evidence.

Stalking/Dating Violence/Domestic Violence/Sex-Based Harassment

- Evidence in the form of text and voice messages will be lost in most cases if the Complainant changes their phone number.
 - Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
 - Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email and social media correspondence, including notifications related to account access alerts.
- Take time-stamped photographs of any physical evidence, including notes, gifts, etc., in place when possible.
- Save copies of any messages, including those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

During the initial meeting between the Complainant and Title IX Coordinator, the importance of taking these actions will be discussed, if timely.

21. Federal Statistical Reporting Obligations

Certain campus officials – those deemed Campus Security Authorities – have a duty to report the following for federal statistical reporting purposes (Clery Act):

- a. All “primary crimes,” which include homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft, and arson;
- b. Hate crimes, which include any bias-motivated primary crime as well as any bias-motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property;
- c. Violence Against Women Act (VAWA-based crimes), which include sexual assault, domestic

- violence, dating violence, and stalking; and¹¹
- d. Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug abuse-related law violations.

All personally identifiable information is kept private, but statistical information regarding the type of incident and its general location (on- or off-campus or in the surrounding area, but no addresses are given) must be shared with the Department of Campus Police and Public Safety for publication in the Annual Security Report and daily campus crime log.

Campus Security Authorities include: the Office of the Vice President for Student Affairs, Office of Residential Student Services (including Resident Assistants and student security staff), Center for Leadership and Service (including faculty advisors to student groups), Department of Athletics and Recreation, Miron Student Center Operations and Event Management, Office of Student Accountability, Standards and Education, Office of Student Government, Kean Wellness Center, Kean Ocean Administration Office, Kean Ocean Campus Life Office, Wenzhou-Kean University Office of Academic Affairs, Wenzhou-Kean University Office of Student Affairs, Ocean County College Campus Security and Public Safety Department and University vice presidents and academic deans.

22. Independence and Conflicts of Interest

The Title IX Coordinator manages the Resolution Process and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this Policy and these procedures. The members of the Resolution Process are vetted and trained to ensure they are not biased for or against any party in a specific Complaint, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias, conflict of interest, misconduct, or discrimination by the Title IX Coordinator, contact the Office of University Counsel at 908-737-3321. Concerns of bias, misconduct, discrimination, or a potential conflict of interest by any other member of the Resolution Process should be raised with the Title IX Coordinator.

23. Revision of this Policy

This Policy and procedures supersedes any previous policies addressing sex discrimination, sex-based harassment, and/or retaliation, though previous policies and procedures remain in force for sexual harassment incidents occurring before August 1, 2024. The Title IX Coordinator will review and update this Policy and procedures regularly. The University reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If government laws or regulations change – or court decisions alter – the requirements in a way that impacts this document, this document will be construed to comply with the most recent government regulations or holdings.

¹¹ VAWA is the Violence Against Women Act, enacted in 1994 and codified in part at 42 U.S.C. sections 13701 through 14040.

This document does not create legally enforceable protections beyond the protection of state and federal laws which frame such policies and codes, generally.

This Policy is effective August 1, 2024.

II. RESOLUTION PROCESS FOR ALLEGED VIOLATIONS OF PROHIBITED SEX DISCRIMINATION, SEX-BASED HARASSMENT, AND RETALIATION POLICY FOR ALL FACULTY, STUDENTS, EMPLOYEES, AND THIRD PARTIES (Hereinafter the “Resolution Process”)

1. Overview

Kean University will act on any Notice, Complaint, or Knowledge of a potential violation of this Policy that the Title IX Coordinator or any other Mandated Reporter receives by applying the Resolution Process below.

Kean University has adopted the below Resolution Process procedures that provide for the prompt and equitable resolution of Complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations. Unionized employees are subject to the terms of their union agreements to the extent those agreements do not conflict with federal or state compliance obligations.

All other allegations of discrimination unrelated to incidents covered by the Policy will be addressed through the procedures under the [New Jersey State Policy Prohibiting Discrimination in the Workplace](#).

2. Notice/Complaint

Upon receipt of Notice, a Complaint or Knowledge of an alleged Policy violation, the Title IX Coordinator will initiate a prompt initial evaluation to determine the University’s next steps. The Title IX Coordinator will contact the Complainant/source of the Notice to offer supportive measures, provide information regarding resolution options, and determine how they wish to proceed.

3. Collateral Misconduct

Collateral misconduct is defined to include potential violations of other University policies not incorporated into the Policy that occur in conjunction with alleged violations of the Policy, or that arise through the course of the investigation, for which it makes sense to provide one resolution for all allegations. Thus, the collateral allegations may be charged along with potential violations of the Policy, to be resolved jointly under these Procedures. In such circumstances, the Title IX Coordinator may consult with University officials who typically oversee such conduct (e.g., human resources, student conduct, academic affairs) to solicit their input as needed on what charges should be filed, but the exercise of collateral charges under these procedures is within the discretion of Title IX Coordinator. All other allegations of misconduct unrelated to incidents covered by the Policy will typically be addressed separately through procedures described in the Student Code of Conduct, course catalogs, employee handbooks, program handbooks, union contracts, and the like.

4. Initial Evaluation

The Title IX Coordinator conducts an initial evaluation typically within seven (7) Business days of receiving Notice/Complaint/Knowledge of alleged misconduct.¹² The initial evaluation typically includes:

¹² If circumstances require, the Title IX Coordinator will designate another person to oversee the Resolution Process should an allegation be made about the Title IX Coordinator or the Title IX Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

- Assessing whether the reported conduct may reasonably constitute a violation of the Policy.
 - If the conduct may not reasonably constitute a violation of the Policy, the matter is typically dismissed from this process, consistent with the [dismissal provision](#) in these procedures. It may then be referred to another process, if applicable.
- Determining whether University has jurisdiction over the reported conduct, as defined in the Policy.
 - If the conduct is not within University jurisdiction, the matter is typically dismissed from this process, consistent with the [dismissal provision](#) in these procedures. If applicable, the conduct will be referred to the appropriate University office for resolution.
- Offering and coordinating [supportive measures](#) for the Complainant.
- Offering and coordinating [supportive measures](#) for the Respondent, as applicable.
- Notifying the Complainant, or the person who reported the allegation(s), of the available resolution options, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below.
- Determining whether the Complainant wishes to initiate a Complaint.
- Notifying the Respondent of the available resolution options, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below, if a Complaint is made.

Helping a Complainant to Understand Resolution Options

If the Complainant indicates they wish to initiate a Complaint (in a manner that can reasonably be construed as reflecting intent to make a Complaint), the Title IX Coordinator will help to facilitate the Complaint, which will include working with the Complainant to determine whether the Complainant wishes to pursue one of three resolution options:

- a supportive and remedial response, and/or
- Informal Resolution, or
- the Resolution Process described below.

The Title IX Coordinator will seek to abide by the wishes of the Complainant but may have to take an alternative approach depending on their analysis of the situation.

If the Complainant elects for the Resolution Process below, and the Title IX Coordinator has determined the Policy applies and that the University has jurisdiction, they will route the matter to the appropriate Resolution Process Team member, will provide the Parties with a Notice of Investigation and Allegation(s), and will initiate an investigation consistent with these Procedures.

If any Party indicates (either verbally or in writing) that they want to pursue an Informal Resolution option, the Title IX Coordinator will assess whether the matter is suitable for Informal Resolution and refer the matter accordingly.

If the Complainant indicates (either verbally or in writing) that they do not want any action taken, no Resolution Process will be initiated (unless deemed necessary by the Title IX Coordinator), though the Complainant can elect to initiate one later, if desired.

Title IX Coordinator Authority to Initiate a Complaint

If the Complainant does not wish to file a Complaint, the Title IX Coordinator, who has ultimate discretion as to whether a Complaint is initiated, will offer Supportive Measures and determine whether to initiate a Complaint themselves. To make this determination, the Title IX Coordinator will evaluate that request to determine if there is a serious and imminent threat to someone's safety or if the University cannot ensure equal access without

initiating a Complaint. The Title IX Coordinator will consider the following non-exhaustive factors to determine whether to file a Complaint:

- The Complainant's request not to initiate a Complaint.
- The Complainant's reasonable safety concerns regarding initiating a Complaint.
- The risk that additional acts of sex discrimination would occur if a Complaint is not initiated.
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence.
- The age and relationship of the Parties, including whether the Respondent is a University employee.
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing discrimination, or discrimination alleged to have impacted multiple individuals.
- The availability of evidence to assist a Decision-maker in determining whether sex discrimination occurred.
- Whether the University could end the alleged sex discrimination and prevent its recurrence without initiating its resolution process.

If deemed necessary, the Title IX Coordinator may consult with appropriate University employees, and/or conduct a violence risk assessment¹³ to aid their determination whether to initiate a Complaint.

When the Title IX Coordinator initiates a Complaint, they do not become the Complainant. The Complainant is the person who experienced the alleged conduct that could constitute a violation of this Policy.

5. Dismissal

The University may dismiss a Complaint if, at any time during the investigation or Resolution Process, one or more of the following grounds are met:

- 1) The University is unable to identify the Respondent after taking reasonable steps to do so;
- 2) The University no longer enrolls or employs the Respondent;
- 3) A Complainant voluntarily withdraws in writing any or all of the allegations in the Complaint, and the Title IX Coordinator declines to initiate a Complaint, and the University determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- 4) The University determines the conduct alleged in the Complaint, even if proven, would not constitute a Policy violation.

A Decision-maker can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met. A Complainant who decides to withdraw a Complaint may later request to reinstate or refile it.

Upon any dismissal, the University will promptly send written notification of the dismissal and the rationale for doing so. If the dismissal occurs after the Respondent has been made aware of the allegations, the University will also simultaneously notify the Respondent of the dismissal in writing.

The University will notify the Complainant that a dismissal may be appealed and will provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the University will also notify the Respondent that the dismissal may be appealed. If a dismissal is appealed, the University will follow the procedures outlined in

¹³ See detailed information regarding Violence Risk Assessment in Section 7 and Appendix E.

Section 6.

When a Complaint is dismissed, the University will, at a minimum:

- Offer Supportive Measures to the Complainant as appropriate;
- If the Respondent has been notified of the allegations, offer Supportive Measures to the Respondent as appropriate; and
- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the University's education program or activity.

6. Appeal of Dismissal

All dismissal appeal requests must be filed within three (3) Business days of the notification of the dismissal.

The Title IX Coordinator will notify the Parties of any appeal of the dismissal. If, however, the Complainant appeals, but the Respondent was not notified of the Complaint, the Title IX Coordinator must then provide the Respondent with a NOIA and will notify the Respondent of the Complainant's appeal with an opportunity to respond.

Throughout the dismissal appeal process, the University will:

- Implement dismissal appeal procedures equally for the Parties.
- Assign a trained Dismissal Appeal Officer who did not take part in an investigation of the allegations or dismissal of the Complaint.
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal.
- Notify the Parties of the result of the appeal and the rationale for the result.

Appeals of dismissals are limited to the following grounds:

1. Procedural irregularity that would change the outcome of the matter;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was decided;
3. The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

The appeal request should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. Upon receipt of a written dismissal appeal request from one or more Parties, the Title IX Coordinator will share the request with all other Parties and provide three (3) Business days for all Parties to make a statement in support of, or challenging, the outcome and for the Title IX Coordinator to respond to the request. At the conclusion of the response period, the Title IX Coordinator will forward the appeal, as well as any responses provided by the Parties and/or the Title IX Coordinator to the Dismissal Appeal Officer for consideration.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the Dismissal Appeal Officer will deny the request, and the Parties, their Advisors, and the Title IX Coordinator will be notified in writing of the denial and the rationale.

If any of the asserted grounds in the appeal satisfy the grounds described in this Policy, then the Dismissal Appeal Officer will notify all Parties and their Advisors, and the Title IX Coordinator, of their decision and rationale in writing. The effect will be to reinstate the Complaint.

In most circumstances, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Dismissal Appeal Officer has three (3) Business days to review and decide on the appeal, though extensions can be granted at the Title IX Coordinator's discretion, and the Parties will be notified of any extension.

Appeal decisions are deferential to the original determination, making changes only if there is a compelling justification to do so.

The Dismissal Appeal Officer may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

7. Emergency Removal of a Student

Kean University may emergently remove a student accused of sex discrimination, sex-based harassment or retaliation upon receipt of Notice/Knowledge, a Complaint, or at any time during the Resolution Process. Prior to an emergency removal, the University will conduct an individualized violence risk assessment (see Appendix E) and may remove the student if that assessment determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies such action.

When an emergency removal is imposed, wholly or partially, the affected student will be notified of the action, which will include a written rationale, and the option to challenge the emergency removal within two (2) Business days of the notification. Upon receipt of a challenge, the Title IX Coordinator will meet with the student (and their Advisor, if desired) as soon as reasonably possible thereafter to allow them to show cause why the removal/action should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate, should be modified, or lifted. When this meeting is not requested within two (2) Business days, objections to the emergency removal will be deemed waived. A student can later request a meeting to show why they are no longer an imminent and serious threat because conditions related to imminence or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable for them to do so.

The Respondent may provide information, including expert reports, witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to the Title IX Coordinator for review.

An emergency removal may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Title IX Coordinator will communicate the final decision in writing, typically within three (3) Business days of the review meeting.

8. Placing an Employee on Leave

When the Respondent is an employee, or a student employee accused of misconduct that violates this Policy in the course of their employment, existing provisions for interim action are typically applicable instead of the above emergency removal process. Procedures for unionized employees can be found [here](#).

9. Counter-Complaints

The University is obligated to ensure that the Resolution Process is not abused for retaliatory purposes. Although the University permits the filing of counter-complaints, the Title IX Coordinator will use an initial evaluation, described above, to assess whether the allegations in the counter-complaint are made in good faith. When counter-complaints are not made in good faith, they will not be permitted. They will be considered potentially retaliatory and may constitute a violation of the Policy.

Counter-complaints determined to have been reported in good faith will be processed using the Resolution Process below. At the Title IX Coordinator's discretion, investigation of such claims may take place concurrently or after resolution of the underlying initial Complaint.

10. Advisors in the Resolution Process

A. *Who Can Serve as an Advisor?*

The parties may each have an Advisor (friend, mentor, family member, attorney, or any other individual a party chooses) present with them for all meetings and interviews within the Resolution Process, including intake. The parties may select whomever they wish to serve as their Advisor as long as the Advisor is eligible and available.¹⁴

The Title IX Coordinator will offer to assign a trained Advisor to any party if the party chooses. If the Parties choose an Advisor from the Pool (see Section 12) available from the University, the University will have trained the Advisor and familiarized them with the University's Resolution Process.

The University cannot guarantee equal Advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not, or cannot afford an attorney, the University is not obligated to provide an attorney to advise that party.

A party may elect to change Advisors during the Resolution Process and is not obligated to use the same Advisor throughout. Parties are expected to provide the Title IX Coordinator with timely notification if they change Advisors. If a party changes Advisors, consent to share information with the previous Advisor is assumed to be terminated, and a release for the new Advisor must be submitted.

¹⁴ "Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. The Advisor cannot have institutionally conflicting roles, such as being an administrator who has an active role in the matter, or a supervisor who must monitor and implement sanctions. Additionally, choosing an Advisor who is also a witness in the process creates potential for bias and conflicts of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the Decision-maker(s).

The University may permit Parties to have more than one Advisor, or an Advisor and a support person, upon special request to the Title IX Coordinator. The decision to grant this request is at the Title IX Coordinator's sole discretion and will be granted equitably to all Parties.

If a party requests that all communication be made through their attorney Advisor instead of to the party, the University will agree to copy both the party and their Advisor on all communications.

Advisors appointed by the University cannot be Confidential Employees, and although they will not be asked to disclose details of their interactions with their advisees to University officials or Decision-makers absent an emergency, they are still reminded of their Mandated Reporter responsibilities.

As a public entity, the University fully respects and accords the Weingarten rights of employees, meaning that for Parties who are entitled to union representation, the University will allow the unionized employee to have their union representative (if requested by the party) as well as an Advisor of their choice present for all resolution-related meetings and interviews. To uphold the principles of equity, the other party (regardless of union membership) will also be permitted to have two Advisors. Witnesses that are Kean Federation of Teachers Union members are permitted to have union representation or Advisors in Resolution Process interviews or meetings.

B. Advisor's Role in the Resolution Process

Advisors should help the Parties to prepare for each meeting and are expected to advise ethically, with integrity, and in good faith. Advisors may not provide testimony or speak on behalf of their advisee unless given specific permission to do so.

The Parties are expected to ask and respond to questions on their own behalf throughout the Resolution Process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any Resolution Process meeting or interview. For longer or more involved discussions, the Parties and their Advisors should ask for breaks to allow for private consultation.

C. Records Shared with Advisors

Advisors are entitled to the same opportunity as their advisee to access relevant evidence, and/or the same written investigation report that accurately summarizes this evidence.

Advisors are expected to maintain the confidentiality of the records the University shares with them, per [Section 16](#) of the Policy addressing Confidentiality. Advisors may not disclose any Kean University work product or evidence the University obtained solely through the Resolution Process for any purpose not explicitly authorized by the University.

Accordingly, Advisors will be asked to sign Non-Disclosure Agreements (NDAs). The University may decline to share materials with any Advisor who has not executed the NDA. University may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the University's confidentiality expectations.

D. Advisor Expectations

The University generally expects an Advisor to adjust their schedule to allow them to attend

University meetings/interviews when planned, but the University may change scheduled meetings/interviews to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The University may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview by telephone, video conferencing, or other similar technologies.

All Advisors are subject to the same University policies and procedures, whether they are attorneys or not, and whether they are selected by a party or appointed by the University. Advisors are expected to advise without disrupting proceedings.

E. Advisor Policy Violations

Any Advisor who oversteps their role as defined by the Policy, who shares information or evidence in a manner inconsistent with the Policy, or who refuses to comply with the University's established rules of decorum, will be warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview may be ended, or other appropriate measures implemented, including the University requiring the Party to use a different Advisor or providing a different University-appointed Advisor. Subsequently, the Title IX Coordinator will determine how to address the Advisor's non-compliance and future role.

11. Resolution Options Overview

This Resolution Process, consisting of Informal Resolution or Administrative Resolution, is the University's chosen approach to addressing all forms of discrimination on the basis of protected characteristics, harassment, retaliation, and other prohibited conduct under the Policy. The process considers the Parties' preferences but is ultimately determined at the Title IX Coordinator's discretion.

Resolution proceedings are confidential. All individuals present at any time during the Resolution Process are expected to maintain the confidentiality of the proceedings in accordance with Section 16 of the Policy.

A. Informal Resolution

To initiate Informal Resolution, a Complainant or Respondent may make such a request to the Title IX Coordinator at any time prior to a final determination, or the Title IX Coordinator may offer the option to the Parties, in writing, unless doing so would conflict with Federal, State or local law. The University will obtain voluntary, written confirmation that all Parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the Parties to participate in Informal Resolution.

Before initiation of an Informal Resolution process, the University will provide the parties with a NOIA that explains:

- The allegations.
- The requirements of the Informal Resolution process.
- That, prior to agreeing to a resolution, any party has the right to withdraw from the Informal Resolution process and to initiate or resume the University's Resolution Process.

- That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the Resolution Process arising from the same allegations.
- The potential terms that may be requested or offered in an Informal Resolution agreement, including notification that an Informal Resolution agreement is binding only on the Parties.
- What information the University will maintain, and whether and how it could disclose such information for use in its Resolution Process, if the Resolution Process is initiated or resumed.

The individual facilitating an Informal Resolution must be trained and cannot be the Investigator, Decision-maker, or Appeal Decision-maker. Such individuals must not have a conflict of interest or bias for or against complainants or respondents generally or an individual Complainant or Respondent.

It is not necessary to pursue Informal Resolution first in order to pursue an Administrative Resolution. Any party participating in Informal Resolution can withdraw from the Informal Resolution Process at any time and initiate or resume an Administrative Process.

The Parties may agree, as a condition of engaging in Informal Resolution, on what statements made or evidence shared during the Informal Resolution process will not be considered in the Administrative Resolution, should Informal Resolution not be successful, unless agreed to by all Parties.

If an investigation is already underway, the Title IX Coordinator has discretion to determine if an investigation will be paused, if it will be limited, or if it will continue during the Informal Resolution process.

The University offers four (4) categories of Informal Resolution:

a. Supportive Resolution

The Title IX Coordinator will meet with the Complainant to determine reasonable [supportive measures](#) that are designed to restore or preserve the Complainant's access to the University's education program and activity. Such measures can be modified as the Complainant's needs evolve over time or circumstances change. If the Respondent has received the NOIA, the Title IX Coordinator may also provide reasonable supportive measures for the Respondent as deemed appropriate. This option is available when the Complainant does not want to engage the other resolution options, and the Title IX Coordinator does not initiate a Complaint.

b. Educational Conversation

The Complainant(s) may request that the Title IX Coordinator address their allegations by meeting (with or without the Complainant) with the Respondent(s) to discuss concerning behavior and University policies and expectations. Such a conversation is non-disciplinary and non-punitive. Respondent(s) are not required to attend such meetings, nor are they compelled to provide any information if they attend. The conversation will be documented as the Informal Resolution for the matter, if it takes place. In light of this conversation, or the Respondent's decision not to attend, the Title IX Coordinator may also implement remedial actions to ensure that policies and expectations are clear and to minimize the risk of the recurrence of any behaviors that may not align with this Policy.

c. Accepted Responsibility¹⁵

¹⁵ In Section 20 below, there is a description of a process to waive the decision-making step of the Resolution Process if a Respondent decides to admit to violating the charged Policies. That section and this one are similar, but there are meaningful differences. In this section, the Parties must agree to the resolution, and the Respondent in essence self-

The Respondent may accept responsibility for any or all of the alleged Policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for all alleged Policy violations, the ongoing process will be paused, and the Title IX Coordinator will determine whether Informal Resolution is an option.

If Informal Resolution is available, the Title IX Coordinator will determine whether all Parties and the University are able to agree on responsibility, restrictions, sanctions, restorative measures, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of the University Policy, implements agreed-upon restrictions and remedies, and determines the appropriate responses in coordination with other appropriate administrator(s), as necessary.

This resolution is not subject to appeal once all Parties indicate their written agreement to all resolution terms. When the Parties cannot agree on all terms of resolution, the Resolution Process will either continue or resume.

When a resolution is reached, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the discrimination or harassment, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

d. Alternative Resolution

The University offers a variety of alternative resolution mechanisms to best meet the specific needs of the Parties and the nature of the allegations. Alternative resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent(s); indirect action by the Title IX Coordinator or other appropriate University officials; and other forms of resolution that can be tailored to the needs of the Parties. Some alternative resolution mechanisms will result in an agreed-upon outcome, while others are resolved through dialogue. All Parties must consent to the use of an alternative resolution approach, and the Parties may, but are not required to, have direct or indirect contact during an alternative resolution process.

The Title IX Coordinator may consider the following factors to assess whether Informal Resolution is appropriate, or which form of Informal Resolution may be most successful for the Parties:

- The parties' amenability to Informal Resolution;
- Likelihood of potential resolution, considering any power dynamics between the parties;
- The nature and severity of the alleged misconduct;
- The parties' motivation to participate;
- Civility of the parties;
- Results of a violence risk assessment/ongoing risk analysis;
- Respondent's disciplinary history;
- Whether an emergency removal or other interim action is needed;

sanctions as part of the Informal Resolution by agreeing to voluntarily comply with whatever the terms are to which the Parties agree. Section 20, in contrast, is unilateral. Neither the Complainant nor the Title IX Coordinator determine eligibility. It is simply a waiver of steps in the process by the Respondent, who can admit violations and accept sanctions assigned by the Decision-maker, if they choose to. No Complainant approval is sought or needed. Under Section 20, the outcome involves sanctioning imposed by the Decision-maker, rather than an agreement to self-sanction, as outlined in this section.

- Skill of the facilitator with this type of Complaint;
- Complaint complexity;
- Emotional investment/capability of the parties;
- Rationality of the parties;
- Goals of the parties;
- Adequate resources to invest in Informal Resolution (e.g., time, staff)

The Title IX Coordinator has the authority to determine whether Informal Resolution is available or successful, to facilitate a resolution that is acceptable to all Parties, and/or to accept the Parties' proposed resolution, usually through their Advisors, often including terms of confidentiality, release, and non-disparagement. The Title IX Coordinator also has the authority to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the University's education program or activity.

Parties do not have the authority to stipulate restrictions or obligations for individuals or groups that are not involved in the Informal Resolution process. The Title IX Coordinator will determine whether additional individual or community remedies are necessary to meet the University's compliance obligations in addition to the Informal Resolution.

The Title IX Coordinator maintains records of any resolution that is reached and will provide notification to the Parties of what information is maintained. Failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., dissolution of the agreement and resumption of the Resolution Process, referral to the conduct process for failure to comply, application of the enforcement terms of the agreement). The results of Complaints resolved by Informal Resolution are not appealable.

If an Informal Resolution option is not available or selected, the University will initiate or continue an investigation and subsequent Resolution Process to determine whether the Policy has been violated.

B. Administrative Resolution Process (see [Section 22](#) below)

12. Resolution Process Pool

The Resolution Process relies on a pool of administrators ("the Pool") to carry out the process.¹⁶

a. Pool Member Roles

Members of the Pool are trained annually, and can serve in the following roles, at the direction of the Title IX Coordinator:

- Appropriate intake of and initial guidance pertaining to Complaints
- Advisor to the parties
- Informal Resolution Facilitator
- Perform or assist with initial evaluation
- Investigator
- Decision-maker for challenges to emergency removal and supportive measures

¹⁶ External, trained third-party neutral professionals may also be used to serve in Pool roles.

- Decision-maker
- Appeal of Dismissal Decision-maker
- Appeal Decision-maker

b. Pool Member Appointment

The Title IX Coordinator, in consultation with senior administrators as necessary, appoints the Pool, which acts with independence and impartiality. Although members of the Pool are typically trained in a variety of skill sets and can rotate amongst the different roles listed above in different Complaints, the University can also designate permanent roles for individuals in the Pool. At the discretion of the Title IX Coordinator, the Decision-maker may be the same person as the Title IX Coordinator or Investigator.

c. Training (see Appendix F for details of training for Pool Members)

13. Notice of Investigation and Allegations (NOIA)

Prior to an investigation, the Title IX Coordinator will provide the Parties with a detailed written Notice of the Investigation and Allegations (the “NOIA”). Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations. For climate/culture investigations that do not have an identifiable Respondent, the NOIA will be sent to the department/office/program head for the area/program being investigated.

The NOIA typically includes:

- A meaningful summary of all allegations,
- The identity of the involved Parties (if known),
- The precise conduct alleged to constitute sex discrimination,
- The date(s) and location(s) of the alleged incident(s) (if known),
- The specific offenses implicated,
- A description of, link to, or copy of the applicable procedures,
- A statement that the Parties are entitled to an equal opportunity to present and access the relevant and not otherwise impermissible evidence,
- A statement that the University presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination,
- A statement that determinations of responsibility are made at the conclusion of the Resolution Process and that the Parties will be given an opportunity during the review and comment period to inspect and review all relevant and not otherwise impermissible evidence,
- A statement that retaliation is prohibited,
- Information about the confidentiality of the Resolution Process, including that the Parties and their Advisors (if applicable) may not share the University work product obtained through the Resolution Process,
- A statement that the Parties may have an Advisor of their choice who may accompany them through all steps of the Resolution Process,
- A statement informing the Parties that the University policy prohibits knowingly making false statements, including knowingly submitting false information during the Resolution Process,
- Detail on how the Party may request disability accommodations or other support assistance during the Resolution Process,
- A link to the University’s VAWA Brochure,

- The name(s) of the Investigator(s), along with a process to notify the Title IX Coordinator of any conflict of interest the Investigator(s) may have in advance of the interview process,
- An instruction to preserve any evidence that is directly related to the allegations, and
- A statement that Parties who are members of a union are entitled to union representation throughout the Resolution Process.

Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address(es) of the parties as indicated in official University records, or emailed to the parties' University-issued email or designated accounts. Once mailed, emailed, and/or received in-person, the notification will be presumptively delivered.

14. Resolution Timeline

Kean University will make a good faith effort to complete Resolution Process within 60-90 business days, including any appeals, which the Title IX Coordinator can extend as necessary for appropriate good cause. The Parties will receive regular updates on the progress of the Resolution Process, as well as notification and rationale for any extensions or delays, and an estimate of how much additional time will be needed to complete the process.

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take longer, depending on issues such as the nature, extent, and complexity of the allegations, witness availability, law enforcement involvement, and other factors.

If a party or witness chooses not to participate in the Resolution Process or becomes unresponsive, the University reserves the right to continue it without their participation to ensure a prompt resolution. Non-participatory or unresponsive Parties retain the rights outlined in this Policy and the opportunity to participate in the Resolution Process.

The University may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include, but are not limited to, a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or health conditions. The University will promptly resume its Resolution Process as soon as feasible. During such a delay, the University will implement and maintain supportive measures for the Parties as deemed appropriate.

University action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

15. Ensuring Impartiality

Any individual materially involved in the administration of the Resolution Process, including the Title IX Coordinator, Investigator(s), and Decision-maker(s), may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator(s), Decision-maker(s), and Appeal Decision-maker(s) for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the parties may raise a concern regarding bias or conflict of interest, and

the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the University Counsel.

The Resolution Process involves an objective evaluation of all available relevant and not otherwise impermissible evidence, including evidence that supports that the Respondent engaged in a policy violation and evidence that supports that the Respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness. All Parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to receive a written investigation report that accurately summarizes this evidence.

16. Investigator Appointment

Once an investigation is initiated, the Title IX Coordinator appoints an Investigator(s) to conduct it. These Investigators may be members of the Resolution Process Pool, or any other properly trained Investigator, whether internal or external to the University's community.

17. Witness Role and Participation in the Investigation

Employees (not including Complainant and Respondent) are required to cooperate with and participate in the University's Investigation and Resolution Process. Student witnesses and witnesses from outside the Kean University community cannot be required to participate but are encouraged to cooperate with University investigations and to share what they know about a Complaint.

Interviews may be conducted in person, via online video platforms (e.g. Zoom, Microsoft Teams, FaceTime, WebEx), or, in limited circumstances, by telephone. The University will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

Parties and witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator(s), though not preferred.

18. Interview Recording

It is standard practice for Investigators to create a record of all interviews pertaining to the Resolution Process. The Parties may review copies of their own interviews upon request. No unauthorized audio or video recording of any kind is permitted during investigation meetings.

All interviews are recorded, and all involved persons should be made aware of the audio and/or video recording. The recording and/or transcript of those meetings will be provided to the Parties for their review, after which the Parties may pose additional questions to each other. Those subsequent meetings or interviews are also recorded and/or transcribed and shared with the Parties.

19. Evidentiary Considerations

The Investigator(s) and the Decision-maker(s) will only consider evidence that is deemed relevant and not otherwise impermissible.

Relevant Evidence is that which may aid in determining whether the allegation occurred, or whether the behavior constitutes a violation of this Policy.

Impermissible evidence, and questions seeking that evidence, will be excluded regardless of whether they are relevant. The following types of evidence are considered impermissible:

- (i) Evidence that is protected under a privilege as recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- (ii) A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness, unless the University obtains that Party's or witness's voluntary, written consent for use in the Resolution Process; and
- (iii) Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless 1) evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct, or 2) is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent. The fact of prior consensual sexual conduct occurred between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent or preclude a determination that sex-based harassment occurred.

Previous disciplinary action of any kind involving the Respondent may not be considered unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility. Barring a pattern allegation, this information is only considered at the sanction stage of the process and is not shared until then.

Within the limitations stated above, the investigation and determination can consider character evidence, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

20. Respondent Admits Responsibility

At any point in the Resolution Process, if a Respondent elects to admit to the charged violations and waive further process, the Decision-maker is authorized to accept that admission, adopt it as their finding/final determination, and administer sanctions. This would waive the Respondent's right to appeal. If the Respondent rejects the finding/final determination/sanctions, or does not admit to all conduct charged, the Resolution Process continues to its conclusion. The Complainant retains their right to appeal a determination when a Respondent admits responsibility.

21. Investigation

All investigations are thorough, reliable, impartial, prompt, and fair. To do this, the Investigator(s) shall interview all relevant Parties and witnesses; obtain relevant evidence; and identify sources of expert information, as necessary. The Parties will be provided with equal opportunity to present fact witness and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible, as defined in Section 19 of these procedures.

After an interview, Parties and witnesses will be asked to verify the accuracy of the recording, transcript, or summary of their interview. They may submit changes, edits, or clarifications. If the Parties or witnesses do not respond within the time period designated for verification, objections to the accuracy of the recording, transcript, or summary will be deemed to have been waived, and no changes will be permitted.

The University may consolidate Complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions.

The Investigator(s) typically take(s) the following steps, if not already completed and not necessarily in this order:

- Determine the identity and contact information of the Complainant
- Identify all offenses implicated by the alleged misconduct and notify the Complainant and Respondent of all of the specific policies implicated
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial evaluation to determine if the allegations indicate a potential Policy violation
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for all witnesses and the Parties
- Interview the Complainant and the Respondent and conduct any necessary follow-up interviews with each
- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegation (NOIA). The NOIA may be amended with any additional or dismissed allegations
- Provide each interviewed Party and witness an opportunity to review and verify the Investigator's summary notes (or transcript or recording) of the relevant evidence/testimony from their respective interviews and meetings
- Make good faith efforts to notify the Parties of any meeting or interview involving the other Party, in advance when possible
- When participation of a Party is expected, provide that Party with written notification of the date, time, and location of the meeting, as well as the expected participants and purpose, with sufficient time for the Party to prepare to participate
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary,
- Allow each Party the opportunity to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible,
- Where possible, complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the Parties throughout the investigation
- Prior to the conclusion of the investigation, provide the Parties and their respective Advisors with a list of witnesses whose information will be used to render a finding

- Ask the Parties to provide a list of questions they would like asked of the other Party or any witnesses. The Investigator will ask those questions deemed relevant, and for any question deemed not relevant, will provide a rationale for not asking the question
- Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance
- Write a draft investigation report that gathers, assesses, and synthesizes the evidence, accurately summarizes the investigation, to include Party and witness interviews and all relevant evidence
- The Investigator(s) gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- Provide the Parties and their respective Advisors an electronic copy of the draft investigation report as well as an opportunity to inspect and review all evidence obtained as part of the investigation, that is relevant to the allegations and not otherwise impermissible, for a review and comment period of ten (10) business days so that each Party may meaningfully respond to the evidence. The Parties may elect to waive all or part of the review period.
- The Investigator may share the investigation report with the Title IX Coordinator and/or legal counsel for their review and feedback

22. Administrative Resolution Process

The Administrative Resolution Process is used for all Complaints of sex discrimination, sex-based harassment, retaliation, and other prohibited conduct (as defined in Policy) or when Informal Resolution is either not elected or is unsuccessful.

The Administrative Resolution Process consists of a hand-off of the investigation report and all relevant evidence to the Decision-maker to make a finding and determine sanctions (if applicable).

At the discretion of Title IX Coordinator, the assigned Decision-maker will be an individual from the Resolution Process Pool, or other trained individuals either internal or external to the institution. Also, at the discretion of the Title IX Coordinator, the Decision-maker may be the same person as the Title IX Coordinator or Investigator. Once the Decision-maker receives and reviews the file, they can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met.

The Administrative Resolution Process typically takes approximately thirty (30) Business days to complete, beginning with the Decision-maker's receipt of the Draft Investigation Report. The Parties will be regularly updated on the timing and any significant deviation from this typical timeline.

Investigator-led Questioning Meetings

- The Title IX Coordinator provides the Draft Investigation Report to the Decision-maker and the Parties simultaneously for review. The Decision-maker can then provide the Investigator with a list of relevant questions to ask the Parties or any witnesses.
 - To the extent credibility is in dispute and relevant to one or more of the allegations, the questions provided by the Decision-maker may also explore credibility.
- The Investigator will also ask each of the Parties to provide a proposed list of questions to ask the other Parties and any witnesses.
 - To the extent credibility is in dispute and relevant to one or more of the allegations, questions proposed by the Parties may also explore credibility.
 - All party questions must be posed during this phase of the process and cannot be posed later unless authorized by the Decision-maker.

- The Investigator will share all party-proposed questions with the Decision-maker, who will finalize the list with the Investigator to ensure all questions are both relevant and permissible.
- The Investigator will then hold individual meetings with the Parties and witnesses to ask the questions posed by the Decision-maker, as well as the questions proposed by the Parties that have been deemed relevant and not duplicative, including questions intended to assess credibility. These meetings will be recorded and transcribed.
 - For any question deemed not relevant or duplicative, the Investigator will provide a rationale for not asking the question, either during the recorded meeting, or in writing (typically as an appendix to the Final Investigation Report).
- Typically, within three (3) Business days of the last of these meetings, the recordings or transcripts of them will be provided to the Parties for their review. The Parties will then have five (5) Business days to review these recordings or transcripts and propose any follow-up questions for the Investigator to ask.
- The Investigator will review the proposed questions with the Decision-maker to determine relevance and permissibility. If deemed necessary, the Investigator will then meet individually with the Parties or witnesses for whom there are relevant, and not duplicative, follow-up questions. These follow-up meetings will also be recorded, and the Parties will receive the recordings or transcripts of these meetings. This final round of questioning is the last round permitted, unless permission is granted to extend by the Decision-maker.
- The Investigator will then incorporate any new, relevant evidence and information obtained through the Parties' review of the Draft Investigation Report, the questioning, and follow-up meetings into a Final Investigation Report.
- The Investigator will also respond in writing (typically within the Final Investigation Report) to the relevant elements of the Parties' responses to the Draft Investigation Report and incorporate relevant elements of the Parties' written responses, additional relevant evidence, and any necessary revisions into the Final Investigation Report.
- The Investigator will then share the Final Investigation Report with the Title IX Coordinator for their review and feedback.
- The Investigator will then provide the Title IX Coordinator with the Final Investigation Report and investigation file.

The Decision-maker's Determination

- The Title IX Coordinator will provide the Decision-maker, the Parties, and their Advisors with the Final Investigation Report (FIR) and investigation file, including the evidence and information obtained through the Investigator-led Questioning meetings.
- The Decision-maker will review the FIR, all appendices, and the investigation file.
- If the record is incomplete, the Decision-maker may direct a re-opening of the investigation, or may direct or conduct any additional inquiry necessary, including informal meetings with the Parties or any witnesses, if needed.
- Upon reviewing the relevant evidence, the Decision-maker may also choose to pose additional questions:
 - To the extent credibility is in dispute and relevant to one or more of the allegations, the Decision-maker may meet individually with the Parties and witnesses to question them in order to assess their credibility. These meetings will be recorded, and the recording or transcript will be shared with the Parties.
 - At their discretion, the Decision-maker may also meet with any party or witness to ask additional relevant questions that will aid the Decision-maker in making their findings. These meetings will be recorded, and the recording or transcript will be shared with the Parties.
- The Decision-maker will then evaluate relevant and not otherwise impermissible evidence for its persuasiveness and apply the preponderance of the evidence standard to make a determination on each of the allegations and, if applicable, any associated sanctions.

- **Timeline.** The Decision-maker's determination process typically takes approximately ten (10) Business days, but this timeframe can vary based on a number of factors and variables. The Parties will be notified of any delays.
- **Impact Statements.** Prior to a determination, the Title IX Coordinator will also provide the Parties with an opportunity to submit a written impact and/or mitigation statement. The Title IX Coordinator will review these statements upon receipt to determine whether there are any immediate needs, issues, or concerns, but will otherwise hold them until after the Decision-maker has made determinations on the allegations. If there are any findings of a Policy violation, the Decision-maker will request the Impact Statements from the Title IX Coordinator and review them prior to determining sanctions. They will also be exchanged between the Parties at that time.
- If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for reopening a Resolution Process at any time, and/or referring that information to another process for resolution.

23. Sanctions

Factors the Decision-maker may consider when determining a sanctions and responsive actions include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s),
- The Respondent's disciplinary history,
- The need for sanctions/responsive actions to bring an end to the sex discrimination, sex-based harassment and/or retaliation,
- The need for sanctions/responsive actions to prevent the future recurrence of sex discrimination, sex-based harassment and/or retaliation,
- The need to remedy the effects of the sex discrimination, sex-based harassment and/or retaliation on the Complainant and the community,
- The impact on the parties,
- The Respondent's acceptance of responsibility,
- Any other information deemed relevant by the Decision-maker(s).

The sanctions will be implemented as soon as it is feasible once a determination is final, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

A Party, witness, or others participating in the Resolution Process will not be sanctioned for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed by external authorities.

a. Student Sanctions

The following are the common sanctions that may be imposed upon students singly or in combination:

- Written Warning to the Respondent that the conduct must stop, and any continuation may be a basis for more severe action.
- Letter of Reprimand.
- Probation: Notice that further violation of the Policy may result in suspension or expulsion. Also,

the Decision may place some additional restrictions on membership in student organizations and/or participation in activities or attendance at specific events or may establish special restitution and service requirements.

- Suspension:
 - Specific Period: Revocation of the privilege of attending the University and using its facilities for a specific period not to exceed two (2) academic years.
 - Indefinite Period: Revocation of the privilege of attending the University and using the facilities pending the satisfying of specific conditions. The Title IX Coordinator will determine whether the conditions have been satisfied.
 - Residence Hall Suspension: Revocation or restriction of privileges for the use of, access to, and/or residence in University Residence Halls.
- Facilities Restriction: Revocation or restriction of privileges for the use of some but not all University facilities.
- Expulsion: Permanent termination of student status and rights to be present on University property and attend/participate in University-sponsored events.
- Referral to civil or criminal authorities.

Any of the following may accompany a sanction:

- Restitution requiring individuals to restore or replace within a specified time, property which has been damaged, defaced, lost, or stolen.
- Service assignment requiring an individual to perform services for the community or the University.
- Referral to appropriate psychological or psychiatric service for evaluation, mandated assessment, or other special help.
- Fines for drug and alcohol violations as outlined in the [Drug and Alcohol Policy](#) and the [Annual Campus Security and Fire Safety Report](#).
- A Campus-Wide Notice of No Trespass will accompany a sanction of suspension or expulsion from the University.
- A Residence Life Notice of No Trespass will accompany any restriction imposed or related to residential living or visitation of the residence halls.
- Campus-Wide No Contact Order: The Title IX Coordinator, or other designated employee, may impose a Campus Wide No Contact Order between Parties when the fear of retaliation and/or harassment may be present. Specific instructions will accompany the Campus-Wide No Contact Order outlining to all Parties the expected behavior including face to face contact, correspondence, e-mail, instant message or telephone. Friends and relatives are also not permitted to have any contact on behalf of either Party.
- Educational assignments or training.

b. Student Group and Organization Sanction

The following are the common sanctions that may be imposed upon student groups or organizations singly or in combination:

- Warning: A formal statement that the conduct was unacceptable and a warning that further violation of any University policy, procedure, or directive will result in more severe sanctions/responsive actions.
- Probation: An official sanction for violation of institutional policy, providing for more severe disciplinary sanctions in the event that the group or organization is found in violation of any institutional policy, procedure, or directive within a specified period of time. Terms of the probation

will be articulated and may include denial of specified social and event privileges, denial of University funds, ineligibility for honors and awards, restrictions on new member recruitment, no-contact orders, and/or other measures deemed appropriate.

- Suspension: Termination of student group or organization recognition and/or institutional support for a defined period of time not to exceed two (2) years and/or until specific criteria are met. During the suspension period, a student group or organization may not conduct any formal or informal business or participate in University-related activities, whether they occur on- or off-campus. Re-recognition is possible but not guaranteed and will only be considered after the end of the suspension period and based on meeting all re-recognition criteria and obtaining clearance from the University.
- Expulsion: Permanent termination of student group organization recognition and revocation of the privilege to congregate and conduct business on campus as an organization for any reason.
- Loss of Privileges: Restricted from accessing specific University privileges for a specified period of time.
- Other Actions: In addition to or in place of the above sanctions, the University may assign any other sanctions as deemed appropriate.

c. Employee Sanctions/Responsive Actions

The Decision-maker shall make a recommendation for appropriate responsive actions to the Office of Human Resources for an employee who has engaged in sex discrimination, sexual harassment and/or retaliation. Responsive actions may include:

- Informal Counseling Memo
- Formal Counseling memo
- Written warning
- Official Written Reprimand
- Suspension (with or without pay)
- Demotion
- Fine
- Termination
- Tenure Charges (tenured faculty only)
- Other Actions: In addition to or in place of the above sanctions/responsive actions, the University may assign any other responsive actions as deemed appropriate.

PLEASE NOTE: The foregoing sanctions shall be subject to any applicable New Jersey Civil Service Commission Rules and Regulations, University procedure, policy and any applicable employment contracts and/or collective bargaining agreements.

24. Notice of Outcome

Within ten (10) business days of the conclusion of the Resolution Process, the Title IX Coordinator provides the Parties with a written outcome notification. The outcome notification will describe the alleged Policy violation(s), specify the finding for each alleged Policy violation, all applicable sanctions that the University is permitted to share pursuant to Federal or State law, other remedies provided to the Complainant or others, and a detailed rationale, written by the Decision-maker, supporting the findings to the extent the University is permitted to share under Federal or State law.

The notification will also detail the Parties' equal rights to appeal, the grounds for appeal, the steps to request an appeal, and when the determination is considered final if no party appeals.

The Title IX Coordinator will provide the Parties with the outcome notification simultaneously, or without significant time delay between notifications. The written outcome notification may be delivered by one or more of the following methods: in person, mailed to the Parties' local or permanent address as indicated in official University records, or emailed to the Parties' University-issued or designated email account. Once mailed, emailed, and/or received in person, the outcome notification is presumptively delivered.

If there is a determination that sex discrimination occurred, as appropriate, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the Complainant and other persons identified as having had equal access to the University's education program or activity limited or denied by sex discrimination, coordinate the imposition of any disciplinary sanctions on the Respondent, including notification to the Complainant of any such disciplinary sanctions, and take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the University's education program or activity.

25. Withdrawal or Resignation Before Complaint Resolution

A. **Students:**

Should a student Respondent decide to not participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution. If a student Respondent withdraws from the University, the Resolution Process may continue, or the Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, the University will still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged sex discrimination, sex-based harassment, and/or retaliation.

Regardless of whether the Complaint is dismissed or pursued to completion of the Resolution Process, the University will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged sex discrimination, sex-based harassment, and/or retaliation.

When a student withdraws or leaves while the process is pending, the student may not return to the University in any capacity until the Complaint is resolved and any sanctions imposed are satisfied. If the student indicates they will not return, the Title IX Coordinator has discretion to dismiss the Complaint. The Registrar, Office of Admissions, and Office of Human Resources may be notified, accordingly. The University may also disclose unresolved Title IX Complaints of student-athletes to Kean Athletics and/or to other institutions the student transfers to in accordance with the requirements of the [NCAA Policy](#) and Kean Athletics procedures.

If the student Respondent takes a leave for a specified period of time (e.g., one semester or academic year), the Resolution Process may continue remotely. If found in violation, that student is not permitted to return to the University unless and until all sanctions, if any, have been satisfied.

B. **Employees:**

Should an employee Respondent resign with unresolved allegations pending, the Resolution Process ends, as the University no longer has disciplinary jurisdiction over the resigned employee.

However, the University will continue to address and remedy any systemic issues or concerns that contributed to the alleged violation(s), and any ongoing effects of the alleged sex discrimination, sex-based harassment, and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for rehire with the University or any campus of the University, and the records retained by the Title IX Coordinator will reflect that status. The Office of Human Resources shall be notified, accordingly.

26. Appeal of the Determination

The Title IX Coordinator will designate an Appeal Decision-Maker from the Pool, or other trained internal or external individuals, to hear the appeal. No Appeal Decision-Maker will have been involved in the Resolution Process for the Complaint previously, including in any supportive measure challenge or dismissal appeal that may have been heard earlier in the process.

a. Appeal Grounds

Appeals are limited to the following grounds:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that would change the outcome and that was not reasonably available at the time the determination regarding responsibility or dismissal was made;
3. The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter.

b. Request for Appeal

Any party may submit a written request for appeal ("Request for Appeal") to the Title IX Coordinator within five (5) Business days of the delivery of the Notice of Outcome.

The Request for Appeal will be forwarded to the Appeal Decision-maker for consideration to determine if the request meets the grounds for appeal (a Review for Standing). This is not a review of the merits of the appeal, but solely a determination as to whether the request could reasonably be construed to meet the grounds and is timely filed.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Appeal Decision-maker, and the Parties and their Advisors will be simultaneously notified in writing of the denial and the rationale.

If any of the information in the Request for Appeal meets the grounds in this Policy, then the Appeal Decision-maker will notify all Parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the original Decision-maker in writing.

All other Parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the Decision-maker will be provided a copy of the Request for Appeal with the approved grounds and then be

given five (5) Business days to submit a response to the portion of the appeal that was approved and involves them. The Appeal Decision-maker will forward all responses, if any, to all Parties for review and comment.

The non-appealing party (if any) may also choose to appeal at this time. If so, that Request for Appeal will be reviewed by the Appeal Decision-maker to determine if it meets the grounds in this Policy and will either be approved or denied. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator(s) and/or original Decision-maker, as necessary, who will submit their responses, if any, within five (5) Business days. Any such responses will be circulated for review and comment by all Parties. If denied, the Parties and their Advisors will be notified accordingly, in writing.

No Party may submit any new Requests for Appeal after this time period. The Appeal Decision-maker will collect any additional information needed and all documentation regarding the approved appeal grounds, and the subsequent responses will be shared with the Appeal Decision-maker, who will promptly render a decision.

c. Appeal Determination Process

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Appeal Decision-maker will deliberate as soon as is practicable and discuss the merits of the appeal.

Appeal decisions are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so, and apply the Preponderance of the Evidence standard of proof.

An appeal is not an opportunity for the Appeal Decision-maker to substitute their judgment for that of the original Decision-maker merely because they disagree with the finding and/or sanction(s).

The Appeal Decision-maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

d. Appeal Outcome

An appeal may be granted or denied. Appeals that are granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker with corrective instructions for reconsideration. In rare circumstances where an error cannot be cured by the original Investigator(s) and/or Decision-maker or the Title IX Coordinator (as in cases of bias), the Appeal Decision-maker may order a new investigation and/or a new determination with new Pool members serving in the Investigator and Decision-maker roles.

A Notice of Appeal Outcome letter (“Appeal Outcome”) will be sent to all Parties simultaneously, or without significant time delay between notifications. The Appeal Outcome will specify the finding on each appeal ground, any specific instructions for remand or reconsideration, all sanction(s) that may result which the University is permitted to share according to federal or state law, and the rationale supporting the essential findings to the extent the University is permitted to share under federal or state law.

Written notification may be delivered by one or more of the following methods: in person, mailed to the Parties’ local or permanent address as indicated in official institutional records, or emailed to the Parties’ University-issued email or otherwise approved account. Once mailed, emailed, and/or received in person, the Appeal Outcome will be presumptively delivered.

Once an appeal is decided, the outcome is final and constitutes the Final Determination; further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new determination). When appeals result in no change to the finding or sanction, that decision is final. When an appeal results in a new finding or sanction, that finding, or sanction can be appealed one final time on the grounds listed above and in accordance with these procedures.

If a remand results in a new determination that is different from the appealed determination, that new determination can be appealed, once, on any of the available appeal grounds.

E. Sanction Status During the Appeal

Any sanctions imposed as a result of the determination are stayed (i.e. not implemented) during the appeal process, and supportive measures may be maintained or reinstated until the appeal determination is made.

If any of the sanctions are to be implemented immediately post-determination, but pre-appeal, then the emergency removal procedures (detailed above in Section 7) for a “show cause” meeting on the justification for doing so must be permitted within two (2) Business days of implementation.

27. Long-Term Remedies/Other Actions

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the University community that are intended to stop the sex discrimination, sex-based harassment and/or retaliation, remedy the effects, and prevent reoccurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Course and registration adjustments, such as retroactive withdrawals
- Education to the individual and/or the community
- Permanent alteration of housing assignments
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the Parties even if no Policy violation is found.

When no Policy violation is found, the Title IX Coordinator will address any remedies the University owes to the Respondent to ensure no effective denial of educational access.

The University will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the University’s ability to provide these services.

28. Failure to Comply with Sanctions, Responsive Actions, and/or Informal Resolution Terms

All Respondents are expected to comply with the assigned sanctions, responsive actions, corrective actions, and/or Informal Resolution terms within the timeframe specified by the final Decision-maker(s), the Appeal Decision-maker or the Informal Resolution agreement.

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from the University.

Supervisors are expected to enforce the completion of sanctions/responsive actions for their employees.

A suspension imposed for non-compliance with sanctions will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

29. Recordkeeping

For a period of at least seven (7) years following the conclusion of the Resolution Process, Kean University will maintain records of:

1. Each sex discrimination, sex-based harassment and retaliation Resolution Process, including any Final Determination regarding responsibility or appeal and any audio or audiovisual recording or transcript required under federal regulation;
2. Any disciplinary sanctions imposed on the Respondent;
3. Any supportive measures provided to the Parties and any remedies provided to the Complainant or the community designed to restore or preserve equal access to the University's education program or activity;
4. Any appeal and the result therefrom;
5. Any Informal Resolution and the result therefrom;
6. All materials used to provide training to the Title IX Coordinator, Title IX Coordinator designee, Investigators, Decision-makers, Appeal Decision-makers, Informal Resolution Facilitators and any person who is responsible for implementing the University's Resolution Process, or who has the authority to modify or terminate supportive measures. Kean University will make these training materials available for review upon request; and
7. All materials used to train all employees consistent with the requirements in the Title IX Regulations.

Kean University will also maintain any and all records in accordance with state and federal laws. Parties may request access to their Complaint file. The University will provide access or a copy within 45 days of the request. Appropriate redactions of personally identifiable information may be made before inspection, or any copy is shared.

30. Accommodations and Support During the Resolution Process

Disability Accommodations

Kean University is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to the University's Resolution Process.

Anyone needing such accommodations or support should contact the Title IX Coordinator, who will work with the Office of Accessibility Services (students) or the Office of Human Resources ADA Coordinator (employees), as appropriate to review the request and, in consultation with the person requesting the accommodation, determine which accommodations are appropriate and necessary for full participation in the Resolution Process.

The University will also address reasonable requests for support for the Parties and witnesses, including:

- Language services/Interpreters
- Access and training regarding use of technology throughout the Resolution Process
- Other support as deemed reasonable and necessary to facilitate participation in the Resolution Process

31. Revision of Resolution Process Procedures

These procedures supersede any previous procedures addressing sex discrimination, sex-based harassment, and retaliation for incidents occurring on or after August 1, 2024. The Title IX Coordinator will regularly review and update these procedures. The Title IX Coordinator reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If government laws or regulations change – or court decisions alter – the requirements in a way that impacts this document, this document will be construed to comply with the most recent governing laws, regulations or court holdings.

This document does not create legally enforceable protections beyond the protection of federal and state laws that frame such policies and codes, generally.

These procedures are effective August 1, 2024.

APPENDIX A: DEFINITIONS

The following definitions apply to the Policy and Resolution Process:

- **Advisor.** Any person chosen by a Party, or appointed by the institution, who may accompany the party to all meetings related to the Resolution Process and advise the Party on that process.
- **Title IX Coordinator.** The person with primary responsibility for overseeing and enforcing the Policy and Resolution Process. As used in this Policy and procedures, the “Title IX Coordinator” also includes their designee(s).
- **Appeal Decision-maker.** The person who accepts or rejects a submitted appeal request, determines whether any of the appeal grounds are met and directs responsive action(s) accordingly.
- **Complainant.** A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination, sex-based harassment, or retaliation under the Policy; or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination, sex-based harassment, retaliation, or other prohibited conduct under the Policy and who was participating or attempting to participate in the University’s education program or activity at the time of the alleged sex discrimination, sex-based harassment, retaliation, or other prohibited conduct.

A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant or the Title IX Coordinator, after making the determination specified in § 106.44(f)(1)(v), may also serve as a Complainant.

With respect to complaints of sex discrimination other than sex-based harassment, any student or employee; or any person other than a student or employee who was participating or attempting to participate in the University’s education program or activity at the time of the alleged sex discrimination can also be a Complainant

- **Complaint.** An oral or written request to the University that can objectively be understood as a request for the University to investigate and make a determination about the alleged Policy violation(s).
- **Confidential Employee.**
 - An employee whose communications are privileged or confidential under federal or state law. The employee’s confidential status, for purposes of this definition, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; or
 - An employee whom the University has designated as confidential under this Policy for the purpose of providing services to persons related to sex discrimination, sex-based harassment, retaliation, or other prohibited conduct. If the employee also has a duty not associated with providing those services, the employee’s confidential status only applies with respect to information received about sex discrimination, sex-based harassment, retaliation, or other prohibited conduct in connection with providing those services; or
 - An employee who is conducting an Institutional Review Board-approved human-subjects research study designed to gather information about sex discrimination, sex-based harassment, retaliation, or other prohibited conduct. The employee’s confidential status only applies with respect to information received while conducting the study.

- **Day.** A Business day when the University is in normal operation. All references in the Policy to days refer to Business days unless specifically noted otherwise.
- **Decision-maker.** The person who reviews evidence, determines relevance, and makes the Final Determination of whether Policy has been violated and/or assigns sanctions.
- **Education Program or Activity.** Locations, events, or circumstances where the University exercises substantial control over the context in which the sex discrimination, sex-based harassment, retaliation, or other prohibited conduct occurs and also includes any building owned or controlled by a student organization that the University officially recognizes.
- **Employee.** A person employed by the University either full- or part-time, including student employees when acting within the scope of their employment.
- **Final Determination.** A conclusion by the preponderance of the evidence that the alleged conduct did or did not violate the Policy.
- **Finding.** A conclusion by the preponderance of the evidence that the conduct did or did not occur as alleged (as in a “finding of fact”).
- **Informal Resolution.** A resolution agreed to by the Parties and approved by the Title IX Coordinator that occurs prior to a Final Determination in the Resolution Process.
- **Investigation Report.** The Investigator’s summary of all relevant evidence gathered during the investigation. Variations include the draft Investigation Report and the Final Investigation Report.
- **Investigator.** The person(s) authorized by the University to gather facts about an alleged violation of this Policy, assess relevance and credibility, synthesize the evidence, and compile this information into an Investigation Report.
- **Knowledge.** When the University receives Notice of conduct that reasonably may constitute sex discrimination, sex-based harassment, retaliation, or other prohibited conduct in its Education Program or Activity.
- **Mandated Reporter.** A University employee who is obligated by Policy to share Knowledge, Notice, and/or Reports of sex discrimination, sex-based harassment, retaliation, or other prohibited conduct with the Title IX Coordinator.¹⁷
- **Notice.** When an employee, student, or third party informs the Title IX Coordinator of the alleged occurrence of sex discrimination, sex-based harassment, retaliation, or other prohibited conduct.
- **Parties.** The Complainant(s) and Respondent(s), collectively.
- **Pregnancy or Related Conditions.** Pregnancy, childbirth, termination of pregnancy, or lactation, medical conditions related thereto, or recovery therefrom.
- **Relevant Evidence.** Evidence that may aid a Decision-maker in determining whether the alleged sex discrimination, sex-based harassment, retaliation, or other prohibited conduct occurred, or in determining the credibility of the Parties or witnesses.

¹⁷ Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of persons with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility under this Policy.

- **Remedies.** Typically, post-resolution actions are directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore or preserve equal access to the University's Education Program and Activity.
- **Resolution Process.** The investigation and resolution of allegations of prohibited conduct under this Policy, including Informal Resolution and/or Administrative Resolution Process.
- **Respondent.** A person who is alleged to have engaged in conduct that could constitute sex discrimination, sex-based harassment, retaliation for engaging in a protected activity under this Policy, or Other Prohibited Conduct.
- **Sanction.** A consequence imposed on a Respondent who is found to have violated this Policy.
- **Sex.** Sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- **Student.** Any person who has gained admission to the University.
- **Title IX Coordinator.** At least one official designated by the University to ensure ultimate oversight of compliance with Title IX and the University's Title IX program. References to the Title IX Coordinator throughout the Policy may also encompass a designee of the Title IX Coordinator for specific tasks.
- **Nondiscrimination Team.** The Title IX Coordinator, any deputy coordinators, and any member of the Resolution Process Pool.

APPENDIX B: STATEMENT OF RIGHTS OF THE PARTIES

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment or retaliation made in good faith to Kean University officials.
- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.
- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.
- The right to be informed in advance of any public release of information regarding the allegation(s) or underlying incident(s), whenever possible.
- The right not to have any personally identifiable information released to the public without consent provided, except to the extent permitted by law.
- The right to be treated with respect by University officials.
- The right to have University policies and procedures followed without material deviation.
- The right not to be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence.
- The right not to be discouraged by University officials from reporting sex discrimination, sex-based harassment or retaliation to both on-campus and off-campus authorities.
- The right to be informed by University officials of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by University authorities in notifying such authorities, if the party so chooses. This also includes the right not to be pressured to report, as well.
- The right to have allegations of violations of this Policy responded to promptly and with sensitivity by Kean University Department of Campus Police and Public Safety and/or other University officials.
- The right to be informed of available interim actions and supportive measures, such as counseling; advocacy; health care; legal, student financial aid, visa, and immigration assistance; or other services, both on campus and in the community.

- The right to a University-implemented no-contact order or a No Trespass Order against a non-affiliated third party when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
- The right to be informed of available assistance in changing academic, living, and/or working situations after an alleged incident of sex discrimination, sex-based harassment and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either campus or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:
 - Relocating an on-campus student's housing to a different on-campus location
 - Assistance from University staff in completing the relocation
 - Changing an employee's work environment (e.g., reporting structure, office/workspace relocation)
 - Transportation assistance
 - Visa/immigration assistance
 - Arranging to dissolve a housing contract and a pro-rated refund
 - Exam, paper, and/or assignment rescheduling or adjustment
 - Receiving an incomplete in, or a withdrawal from, a class (may be retroactive)
 - Transferring class sections
 - Temporary withdrawal/leave of absence (may be retroactive)
 - Campus safety escorts
 - Alternative course completion options.
- The right to have the University maintain such actions for as long as necessary and for supportive measures to remain private, provided privacy does not impair the University's ability to provide the supportive measures.
- The right to receive sufficiently advanced, written notice of any meeting or interview involving the other party, when possible.
- The right to provide the Investigator(s) and Decision-maker(s) with the identity of relevant witnesses, including expert witnesses.
- The right to provide the Investigator(s)/Decision-maker(s) with a list of questions that, if deemed relevant by the Investigator(s)/Decision-maker(s), may be asked of any party or witness.
- The right to have inadmissible prior sexual history or irrelevant character evidence excluded by the Decision-maker.

- The right to review the relevant and not otherwise impermissible evidence obtained and to respond to that evidence.
- The right to fair opportunity to provide the Investigator(s) with their account of the alleged misconduct and have that account be on the record.
- The right to receive a copy of the Investigation Report for review, including all factual, policy, and/or credibility analyses performed, and all relevant and not otherwise impermissible evidence available and used to produce the investigation report, subject to the privacy limitations imposed by state and federal law, for at least ten (10) Business days prior to the Investigation Report being provided to the Decision-maker.
- The right to respond to the investigation report, including comments providing any additional relevant and not otherwise impermissible evidence after the opportunity to review the investigation report, and to have that response on the record.
- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- The right to regular updates on the status of the investigation and/or Resolution Process.
- The right to have reports of alleged Policy violations addressed by Investigators, Title IX Coordinators, and Decision-maker(s) who have received at least eight (8) hours of relevant annual training.
- The right to preservation of privacy, to the extent possible and permitted by law.
- The right to meetings and interviews that are closed to the public.
- The right to petition that any University representative in the Resolution Process be recused on the basis of disqualifying bias and/or conflict of interest.
- The right to have an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Resolution Process.
- The right to the use of the appropriate standard of evidence, preponderance of the evidence, to make a finding after an objective evaluation of all relevant and not otherwise impermissible evidence.
- The right to have an impact statement considered by the Decision-maker(s) following a determination of responsibility for any allegation, but prior to sanctioning.

- The right to be promptly informed in a written Notice of Outcome letter of the finding(s) and sanction(s) of the Resolution Process and a detailed rationale of the decision (including an explanation of how credibility was assessed), delivered simultaneously (without undue delay) to the parties.
- The right to be informed in writing of when a decision by the University is considered final and any changes to the sanction(s) that occur before the decision is finalized.
- The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the Resolution Process, and the procedures for doing so in accordance with the standards for appeal established by the University.
- The right to a fundamentally fair resolution as defined in these procedures.

APPENDIX C: NEW JERSEY CAMPUS SEXUAL ASSAULT VICTIM'S BILL OF RIGHTS

Pursuant to N.J.S.A. 18A:61E-2

Introduction

A college or university in a free society must be devoted to the pursuit of truth and knowledge through reason and open communication among its members. Academic communities acknowledge the necessity of being intellectually stimulating where the diversity of ideas is valued. Its rules must be conceived for the purpose of furthering and protecting the rights of all members of the university community in achieving these ends.

Applicable state and federal laws and institutional rules and regulations governing interpersonal behavior limit the boundaries of personal freedom. In creating a community free from violence, sexual assault and non-consensual sexual contact, respect for the individual and human dignity are of paramount importance.

The State of New Jersey recognizes that the impact of violence on its victims and the surrounding community can be severe and long lasting. Thus, it has established this Bill of Rights to articulate requirements for policies, procedures and services designed to insure that the needs of victims are met and that the colleges and universities in New Jersey create and maintain communities that support human dignity.

Bill of Rights

The following Rights shall be accorded to victims of sexual assault that occur:

- On the campus of any public or independent institution of higher education in the state of New Jersey, and
- Where the victim or alleged perpetrator is a student at that institution, and/or;
- When the victim is a student involved in an off-campus sexual assault.

Human Dignity Rights

- To be free from any suggestion that victims must report the crimes to be assured of any other right guaranteed under this policy;
- To have any allegations of sexual assault treated seriously; the right to be treated with dignity;
- To be free from any suggestion that victims are responsible for the commission of crimes against them;
- To be free from any pressure from campus personnel to:
 - Report crimes if the victim does not wish to do so;

- Report crimes as lesser offenses than the victim perceives the crime to be;
- Refrain from reporting crimes;
- Refrain from reporting crimes to avoid unwanted personal publicity.

Rights to Resources on and Off Campus

- To be notified of existing campus and community based medical, counseling, mental health and student services for victims of sexual assault whether or not the crime is formally reported to campus or civil authorities;
- To have access to campus counseling under the same terms and conditions as apply to other students in their institution seeking such counseling;
- To be informed of and assisted in exercising:
 - Any rights to confidential or anonymous testing for sexually transmitted diseases, human immunodeficiency virus, and/or pregnancy;
 - Any rights that may be provided by law to compel and disclose the results of testing of sexual assault suspects for communicable diseases.

Campus Judicial Rights

- To be afforded the same access to legal assistance as the accused;
- To be afforded the same opportunity to have others present during any campus disciplinary proceeding that is allowed the accused;
- To be notified of the outcome of the sexual assault disciplinary proceeding against the accused.

Legal Rights

- To have any allegation of sexual assault investigated and adjudicated by the appropriate criminal and civil authorities of the jurisdiction in which the sexual assault is reported;
- To receive full and prompt cooperation and assistance of campus personnel in notifying the proper authorities;
- To receive full, prompt, and victim-sensitive cooperation of campus personnel with regard to obtaining, securing, and maintaining evidence, including a medical examination when it is necessary to preserve evidence of the assault.

Campus Intervention Rights

- To require campus personnel to take reasonable and necessary actions to prevent further unwanted contact of victims by their alleged assailants;
- To be notified of the options for and provided assistance in changing academic and living situations if such changes are reasonably available.

Statutory Mandates

Each campus must guarantee that this Bill of Rights is implemented. It is the obligation of the individual campus governing board to examine resources dedicated to services required and to make appropriate requests to increase or reallocate resources where necessary to ensure implementation.

Each campus shall make every reasonable effort to ensure that every student at that institution receives a copy of this document.

Nothing in this act or in any "Campus Assault Victim's Bill of Rights" developed in accordance with the provisions of this act shall be construed to preclude or in any way restrict any public or independent institution of higher education in the state from reporting any suspected crime or offense to the appropriate law enforcement authorities.

APPENDIX D: PRIVACY, PRIVILEGE, AND CONFIDENTIALITY

For the purpose of this Policy, the terms *privacy*, *confidentiality*, and *privilege* have distinct meanings.

- **Privacy.** Means that information related to a complaint will be shared with a limited number of University employees who “need to know” in order to assist in providing supportive measures or evaluating, investigating, or resolving the Complaint. All employees who are involved in the University’s response to Notice under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with federal and state law.
- **Confidentiality.** Exists in the context of laws or professional ethics (including Title IX) that protect certain relationships, including clinical care, mental health providers, and counselors. Confidentiality also applies to those designated by the University as Confidential Employees for purposes of reports under this Policy, regardless of legal or ethical protections. When a Complainant shares information with a Confidential Employee, the Confidential Employee does not need to disclose that information to the Title IX Coordinator. The Confidential Resource will, however, provide the Complainant with the Title IX Coordinator’s contact information, assist the Complainant in reporting, if desired, and provide them with information on how the Office Of Affirmative Action Title IX Office can assist them. With respect to Confidential Employees, information may be disclosed when: (1) the reporting person gives written consent for its disclosure; (2) there is a concern that the person will likely cause serious physical harm to self or others; or (3) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or persons with disabilities. Non-identifiable information may be shared by Confidential Employees for statistical tracking purposes as required by the Clery Act/Violence Against Women Act (VAWA). Other information may be shared as required by law.
- **Privilege.** Exists in the context of laws that protect certain relationships, including attorneys, spouses, and clergy. Privilege is maintained by a provider unless a court orders release or the holder of the privilege (e.g., a client, spouse, parishioner) waives the protections of the privilege. The University treats employees who have the ability to have privileged communications as Confidential Employees.

Kean University reserves the right to determine which University officials have a legitimate educational interest in being informed about student-related incidents that fall under this Policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the Complaint. Information will be shared as necessary with Investigators, Decision-makers, Appeal Decision-makers, witnesses, the Parties, and the Parties’ Advisors. The circle of people with this knowledge will be kept as tight as possible to preserve the Parties’ rights and privacy, and release is governed by the University’s unauthorized disclosure procedures.

The University may contact students’ parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student prior to doing so.

The University may also disclose information regarding sanctions issued to student-athlete Respondents under this Policy and information regarding unresolved Title IX Complaints of student-athletes to Kean Athletics and/or to other institutions the student transfers to in accordance with the requirements of the [NCAA Policy](#) and Kean Athletics procedures.

APPENDIX E: VIOLENCE RISK ASSESSMENT (VRA)

Threat assessment is the process of assessing the actionability of violence by an individual against another person or group following the issuance of a direct or conditional threat. A **Violence Risk Assessment (VRA)** is a broader term used to assess any potential violence or danger, regardless of the presence of a vague, conditional, or direct threat.

The implementation of VRAs require specific training and are typically conducted by psychologists, clinical counselors, social workers, case managers, law enforcement officers, student conduct officers, and/or other administrators.

A VRA occurs in collaboration with KUBIT (for a student) or Employee Relations (for an employee) and must be understood as an on-going process, rather than a singular evaluation or meeting. A VRA is not an evaluation for an involuntary behavioral health hospitalization, nor is it a psychological or mental health assessment.

A VRA assesses the risk of actionable violence, often with a focus on targeted/predatory escalations, and is supported by research from the fields of law enforcement, criminology, human resources, and psychology.

When conducting a VRA, the assessor(s) use an evidence-based process consisting of:

1. an appraisal of **risk factors** that escalate the potential for violence;
2. a determination of **stabilizing influences** that reduce the risk of violence;
3. a contextual **analysis of violence risk** by considering environmental circumstances, hopelessness, and suicidality; catalyst events; nature and actionability of threat; fixation and focus on target; grievance collection; and action and time imperative for violence; and
4. the application of **intervention and management** approaches to reduce the risk of violence.

To assess a student's level of violence risk, the Title IX Coordinator will initiate the violence risk assessment process through KUBIT. KUBIT will perform the assessment, according to the specific nature of the Title IX case.

In cases involving employees, the Title IX Coordinator will initiate the violence risk assessment process upon referral to a VRA-qualified individual, who may be a member of the KUBIT team and will perform the assessment, according to the specific nature of the Title IX case and report the assessment to the Director of Human Resources or designee.

The assessor will follow the process for conducting a violence risk assessment and will rely on a consistent, research-based, reliable system that allows for the operationalization of the risk levels.

Some examples of formalized approaches to the VRA process include: The NaBITA Risk Rubric,²⁰ The Structured Interview for Violence Risk Assessment (SIVRA-35),²¹ The Extremist Risk Intervention Scale (ERIS),²² Looking Glass,²³ Workplace Assessment of Violence Risk (WAVR-21),²⁴ Historical Clinical Risk Management (HCR-20),²⁵ and MOSAIC.²⁶

The VRA is conducted independently from the Title IX process, free from outcome pressure, but is informed by it. The individual(s) conducting the assessment will be trained to mitigate any bias and provide the analysis and findings in a fair and equitable manner.

In cases involving students, after KUBIT conducts a VRA, it will make a recommendation to the Title IX Coordinator as to whether the VRA indicates there is a substantial, compelling, and/or immediate risk to health and/or safety of an individual or the community. The Title IX Coordinator shall refer the matter to the appropriate University Official for appropriate action.

In cases involving employees, the Office of Human Resources - Employee Relations will make an initial determination whether an employee should be immediately placed on paid administrative leave and/or be reassigned pending the VRA. The Office of Human Resources- Employee Relations will then refer the recommendation to the Director of Human Resources for appropriate action pending the VRA. If the VRA-qualified individual determines that there is a substantial, compelling, and/or immediate risk to health and/or safety of an individual or the community, then the Office of Human Resources shall take appropriate action.

²⁰ <https://www.nabita.org/resources/the-nabita-risk-rubric/>

²¹ <https://www.nabita.org/resources/sivra-35-assessment-tool/>

²² <https://www.nabita.org/resources/the-extremist-risk-intervention-scale-eris-handout/>

²³ <https://www.nabita.org/resources/looking-glass-companion-guide/>

²⁴ www.wavr21.com

²⁵ hcr-20.com

²⁶ www.mosaicmethod.com

APPENDIX F: TRAINING FOR MEMBERS OF THE RESOLUTION PROCESS POOL

All Investigators, Decision-makers, Appeal Decision-makers, and other persons who are responsible for implementing Kean University's Title IX Policy and procedures will receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX, and annually thereafter. Materials will not rely on sex stereotypes. Training topics include, but are not limited to:

- The role of the Title IX Coordinator
- The scope of the University's Prohibited Sex Discrimination, Sex-Based Harassment, and Retaliation Policy for All Faculty, Students, Employees, and Third Parties Policy
- The University's Resolution Process
- How to conduct a Title IX Resolution Process consistently, including issues of disparate treatment, disparate impact, sex discrimination, sex-based harassment, quid pro quo, hostile environment harassment, and retaliation
- How to conduct investigations that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias and confirmation bias
- Treating Parties equitably
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- Trauma-informed practices pertaining to investigations and resolution processes
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all prohibited conduct
- How to conduct an investigation and Resolution Process, including Administrative Resolutions, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias for or against any party in a specific Complaint, or for or against Complainants and/or Respondents, generally
- Any technology to be used
- The meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under the Title IX Regulations
- Issues of relevance and creating an Investigation Report that fairly summarizes relevant and not impermissible evidence
- How to determine appropriate sanctions in reference to all forms of sex discrimination, sex-based harassment, and/or retaliation allegations
- Recordkeeping
- Training for Informal Resolution Facilitators on the rules and practices associated with the University's Informal Resolution Process
- Supportive Measures
- Clery Act/VAWA requirements applicable to Title IX
- The University's obligations under Title IX

- How to apply definitions used by the University with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with the Policy
- Reasonable modifications and specific actions to prevent sex discrimination, sex-based harassment and retaliation and ensure equal access for pregnancy or related conditions in accordance with [University policy](#)
- Any other training deemed necessary to comply with Title IX

APPENDIX G: CAMPUS SUPPORT SERVICES & EXTERNAL RESOURCES

As a member of the Kean University community, your safety and well-being are our number one concern. For that reason, we want to make certain that if you or someone you know is in a crisis situation or has thoughts of death, dying or suicide, support is available. If you need immediate help, call 911. On the Union campus, you may contact Kean University Department of Public Safety & Police at (908) 737-4800. You may also visit the nearest emergency room.

If you need to speak with someone confidentially about your concerns and options for help, the following resources can be contacted 24 hours a day, 7 days a week:

- **National Suicide and Crisis Lifeline: Call 988**
- **New Jersey Hopeline: Call (855) 654-6735**
- **Veterans Crisis 24-hour Hotline: Call 988, then Press 1; or Text 838255**
- **Uwill Teletherapy Services: Call (833) 646-1526**

As a Kean University student, the following resources provide confidential support at no additional cost to you during business hours (Monday through Friday 9 a.m. to 5 p.m. with additional services listed below):

- Kean Counseling Center located in the Wellness Center at Downs Hall, Room 127 on the Union campus: Call (908) 737-4850 or email counseling@kean.edu. The Kean Counseling Center has extended hours until 7 p.m. on Tuesdays and Wednesdays. For additional information, please contact the [Kean Counseling Center](#).
- Kean University has partnered with Uwill, to provide students with free mental health options, offering students immediate access to teletherapy and wellness programming through its easy-to-use online platform. For additional information, please visit [Uwill services](#) or call (833) 646-1526.
- Ocean County College Counseling Center located in the Library Room 010 on the Ocean County College campus: Call (732) 255-0386 or email counselingservices@ocean.edu. If you need urgent assistance after normal business hours or on weekends or holidays, contact Ocean County Counseling Center's psychiatric emergency phone service at (732) 286-2441. Additional information can be accessed at the [Ocean County College Counseling Center](#).
- Kean Skylands Campus, students are eligible for all services offered at the Kean Counseling Center on the Union Campus. Please contact (908) 737-4850 or email counseling@kean.edu.

As a Kean University employee, the [Employee Assistance Program](#) is available to help free of charge and may be consulted on a confidential basis.

Kean University is committed to the health and wellness of its community. We urge you to reach out for help by utilizing one of the resources above if you, or someone you know, is struggling.



**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING AN AMENDMENT TO THE WAIVER OF PUBLIC ADVERTISING
AND BIDDING FOR INFORMATION TECHNOLOGY FOR FY25-FY35**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services and awarded such a waiver to Workday Inc. at its June 2024 public meeting for a five-year period from FY25 through FY29; and

WHEREAS: The University determined there would be more cost benefit to secure a 10-year agreement with Workday, and now requests Board approval for the extended timeframe and additional funds; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request to amend a waiver of Public Advertising and Bidding for a contract related to information technology, specifically Workday Inc.:

Information Technology

Workday Inc.

Not to Exceed

\$5,600,000 (*total for fy25 to fy35)

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**A RESOLUTION APPROVING AND ADOPTING UPDATES TO THE
KEAN UNIVERSITY ACADEMIC INTEGRITY POLICY**

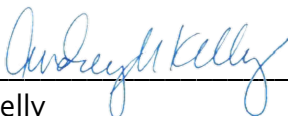
- WHEREAS: The Board of Trustees recognizes that academic integrity is at the heart of intellectual life and is paramount to the success of students and faculty alike; and
- WHEREAS: The Provost's Office periodically reviews academic policies to ensure they are current, consistent, and effective, as well as up to date with regulations, technology, and industry standards; and
- WHEREAS: A recent review of the Kean University Academic Integrity Policy produced opportunities to improve on its content, further clarify standards and appeals processes for students, and expand its application to innovative technologies such as AI; and
- WHEREAS: The Provost's Office worked cooperatively and collegially with the University Senate on the review and proposed updates to the policy, and shared the framework for revisions with the Academic Policy and Programs Committee of the Board; and
- WHEREAS: The Academic Policy and Programs Committee recommends the full Board of Trustees authorize the President, through the Provost's Office, to update the policy to reflect the changes discussed, which serve to further enhance the University's commitment to academic integrity; now, therefore, be it
- RESOLVED: The Board of Trustees approves the proposed modifications and updates to the Kean University Academic Integrity Policy as presented in draft form by the Provost's Office (See Attachment 1); and, be it further
- RESOLVED: The Board of Trustees directs the President, through the Provost's Office, to enact these changes in the policy, as well as others that are necessary to improve and expand its application, though future substantive changes to the policy should be presented to the Board for consideration; and, be it further
- RESOLVE: The Board directs the President and/or his designee to ensure the policy is distributed and available to all University students, faculty, employees, and administrations, as well as provided to the full Board of Trustees.

RESOLUTION
ADOPTED:

September 16, 2024

DULY
CERTIFIED:

September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees



KEAN UNIVERSITY

ACADEMIC INTEGRITY POLICY

PREFACE

Kean University is aware of and sensitive to the pressures exerted by peers and family, the work environment, the academic process, and society. The University is committed to creating an environment where academic integrity is supported and dishonesty is not tolerated. To that end, the University has taken steps to ensure that all members of the academic community are fully aware of the Academic Integrity Policy by widely distributing the policy, posting it on the University website, identifying material on all course syllabi, and providing training to increase awareness of Academic Integrity issues among all members of the Kean University community.

Thus, administrators, staff, Board of Trustees Members, and faculty at Kean University have an obligation to support academic integrity by ensuring that all members of the University community understand:

- What constitutes academic integrity
- How to prevent academic dishonesty
- What sanctions are imposed for academic dishonesty
- What consequences ensue as a result of such sanctions, and
- What process is used to impose those sanctions

All members of the Kean Community shall actively engage in the academic process. To ensure compliance with the Academic Integrity Policy, administrators, faculty, staff, librarians, and students should:

- Represent their identity truthfully in all situations
- Protect their materials, including papers, tests, and other academic exercises, from unauthorized access
- Protect their means of access to resources, including computer passwords and library access codes, from unauthorized use of the system
- Respect the work of others by acknowledging their words, ideas, opinions, theories, data, programs, and other intellectual material in accordance with the guidelines of the discipline or other faculty instruction
- Report data or source information accurately
- Refuse to participate in activities that violate the Academic Integrity Policy
- Read, understand, and comply with the code of ethics and/or clinical code of their chosen discipline, and
- Represent their mastery of material truthfully and accurately.

ACADEMIC INTEGRITY PRINCIPLES AND VALUES

Kean University is committed to nurturing the growth of intellectual reasoning, academic and professional values, individual ethics and social responsibility among all campus community members. Kean University provides academically rigorous undergraduate and graduate programs that adhere to the twin principles of honesty and academic integrity. These principles are essential for ensuring and maintaining excellence in the quality of its academic instructional programs and facilitating the intellectual development of its students, led by the faculty, staff, administration, and Board of Trustees of the University. Therefore, academic dishonesty in any form - written or non-written, media or technology - seriously compromises Kean University's mission to provide quality programs and opportunities for the optimum development of all students and employees.

Five fundamental values characterize an academic community of integrity (five values itemized below adapted from The Center for Academic Integrity, <https://academicintegrity.org/resources/fundamental-values>)

- **Honesty.** The quest for truth and knowledge requires intellectual and personal honesty in learning, teaching, research and service.
- **Trust.** Academic institutions must foster a climate of mutual trust and respect to stimulate the free exchange of ideas.
- **Fairness.** All interactions among the members of the Kean University Community should be grounded in clear standards, practices and procedures.
- **Respect.** Learning is acknowledged as a participatory process, and a wide range of opinions and ideas is respected.
- **Responsibility.** A thriving community demands personal accountability on the part of all members and depends upon action in the face of wrongdoing.

Maintaining high standards of academic integrity is the obligation and expectation of all members of the Kean community – students, faculty, staff, administrators and Board of Trustees. It ensures the application of the highest academic standards and principles of conduct, honesty and truth. An individual's work must reflect that person's own efforts and achievements. Any collaboration of effort by an individual, groups of individuals, or other entities, such as, but not limited to generated artificial intelligence (please see Artificial Intelligence Expectations below) must be acknowledged. Failure to acknowledge such contributions constitutes an act of dishonesty and a misrepresentation of the individual's work.

Academic and professional communities are built on ideas. These ideas are debated, investigated, tested, and applied. The evidence of these ideas and the work that stems from them includes, but is not limited to: published and non-published works and materials, presentations (oral or poster, etc.), research data, articles, books, computer programs, exhibitions, performances, art, music, policies, and procedures. Academic and professional communities use this intellectual material to communicate ideas and expand their body of knowledge. Reputable and respected members of these communities always acknowledge the sources of the material used.

At Kean University, the demonstration of academic integrity falls into four categories:

- Mastery of material – All members of the Kean community are responsible for the truthful representation of their mastery of content and material in prepared documents or other academic, research or professional exercises.
- Representation of sources – All members of the Kean community are responsible for the complete, accurate, specific, and truthful acknowledgement of the work of others, including, but not limited to, their words, ideas, phrases, sentences, or data.
- Truthful submission of work – All members of the Kean community are responsible for the truthful representation of data, scholarly or creative works, research, its findings, projects, or other academic, research or professional exercises.
- Access and use of resources – All members of the Kean community shall ensure that they protect their rights to access and use resources and engage only in authorized access and use of copyrighted resources, including adherence to terms of use specified by the Creative Commons licenses assigned to Open Educational Resources (OER).

ARTIFICIAL INTELLIGENCE EXPECTATIONS

Artificial Intelligence (AI) is the technology that enables computers to perform tasks that typically require human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages. Generative AI is software that generates content, including text, images, simulations or other media. Generative AI (GenAI) includes programs such as ChatGPT, GPT 4, DALL-E, Quillbot, Vertex, and many others to come.

At Kean University, faculty members specify in their course syllabi how AI and GenAI may be used in their classes. These guidelines may vary from course to course. Students are required to adhere to the specific requirements outlined in each syllabus.

The overarching guidelines for AI use, applicable to all courses, are as follows:

- Originality: Content created by Generative AI cannot be presented as original student work.
- Citation and Attribution: In courses where AI use is permitted, any content generated by AI must be cited and attributed just like ideas, text, speech, or imagery from human authors. This includes the use of quotation marks, citations, and other forms of attribution to clearly distinguish between the student's original work and material generated by external sources.
- Integrity: Students are accountable for any content they create or publish. AI-generated content can be inaccurate, misleading, fabricated (referred to as "hallucinations"), or include copyrighted material. Therefore, if faculty policy permits the use of AI, students must meticulously review all AI-generated content, acknowledging their responsibility for the accuracy of any work they submit.
- Consequences: Faculty may use various tools and methods to ensure appropriate use of AI, including: comparisons with in-class or other written work, AI detection tools integrated into Canvas, demonstrated mastery of learning via the ability to orally present/discuss content, and other relevant forms of evidence. Use contrary

to the course policy and/or without proper acknowledgement is subject to the same rules and consequences outlined for integrity violations. Consequences of inappropriate use may include failing the assignment, failing the course, and/or further disciplinary actions as per the university's academic integrity policy.

Kean is committed to student success and to supporting students as they learn to appropriately navigate key life tools, such as Artificial Intelligence. Students are encouraged to use student academic support services available at Kean to develop their skills and avoid reliance on Generative AI tools. More information is available at NTLC (<https://libguides.kean.edu/AI>). Students uncertain about AI use expectations in a course should seek clarification from their instructors. Failure to seek clarification is not an acceptable excuse to challenge an academic integrity violation.

CATEGORIES OF ACADEMIC INTEGRITY VIOLATIONS

Violations of the Academic Integrity Policy generally fall into four categories: Cheating, Plagiarism, Fabrication, and Academic Misconduct. The following definitions will assist students, faculty, staff, librarians and administrators in understanding what constitutes academic dishonesty, the following definitions are provided:

- **Cheating.** Cheating is an act of deception by which a person misrepresents their mastery of the material.
- **Plagiarism.** Plagiarism occurs when a person represents another's words, ideas, phrases, sentences, or data as one's own work. For example, copying or paraphrasing text without acknowledging the source is plagiarism.
- **Fabrication.** Fabrication refers to the use of invented information or the falsification of creative or scholarly works, research, its findings or other results. Listing sources in a bibliography or other report not used in the paper or project is an example of fabrication.
- **Academic Misconduct.** Academic misconduct is any other form of academic dishonesty that does not explicitly fall in one of the above categories. Academic misconduct includes assisting another to commit any act of academic dishonesty.

In addition to the categories described above, academic integrity violations may also occur in other academic contexts.

The University expects all academic community members to employ the highest standards of academic integrity in their work and in representing their academic credentials. Whenever the values of academic integrity are violated (such as cheating, plagiarism, fabrication and academic misconduct) sanctions and discipline are required actions. Discipline-specific standards and codes of ethics also govern the ethical expectations of some students, particularly those pursuing graduate or professional degrees, and often supersede the University's academic integrity expectations. Students are expected to avoid violations of academic integrity and to model respect, compassion, diligence, punctuality, collegiality, and other characteristics of emerging professionals.

PROCEDURES FOR ACADEMIC INTEGRITY VIOLATIONS

INVOLVING ADMINISTRATORS

1. Upon receiving a written complaint alleging an academic integrity violation, the President or their designee shall assign a fact-finding investigator(s) to review and investigate an alleged academic integrity violation by a University administrator. The accused administrator shall receive written notification advising him/her of the general nature of the alleged violation.
2. The assigned investigator(s) shall conduct the fact-finding investigation, which shall include an interview of the accused administrator who shall be afforded an opportunity to present any evidence he or she believes is relevant to the investigation. The investigation also may include interviews of other witnesses and the review of any relevant documentation at the sole discretion of the investigator(s).
3. At the conclusion of the investigation, the investigator(s) shall prepare an investigation report to be submitted to the President or their designee, which shall include findings of fact and a recommendation regarding whether an academic integrity violation occurred.
4. After receiving the report, the President or their designee shall determine whether a violation has occurred and advise the administrator in writing of their decision. The President or their designee shall have the discretion upon receipt of the recommendation to conduct additional inquiries before reaching a decision.
5. Upon receiving the decision, the accused administrator shall have a right of appeal to the University's Board of Trustees. Any appeal shall be in writing and be submitted to the Board of Trustees within ten (10) calendar days after receipt of the decision by the administrator. The appeal must state the specific grounds for any claimed error in the decision.
6. The Board shall consider the written appeal and any supporting documentation submitted with the appeal. Upon receipt of the appeal, the Board shall have the discretion to conduct any other inquiries or take any other action it deems necessary.
7. An appeal decision issued by the Board is the University's final institutional action regarding whether an academic integrity violation occurred.
8. If an investigation results in the finding of an academic integrity violation against the administrator that is not appealed or is sustained after an appeal, the matter will be referred to the Office of Human Resources pursuant to the University's established procedures for disciplinary action.

PROCEDURES FOR ACADEMIC INTEGRITY VIOLATIONS INVOLVING FACULTY, STAFF AND LIBRARIANS

Certain procedures for faculty, staff and librarians require negotiation between the University and designated representatives of the applicable collective negotiations unit(s). Therefore, this section will be updated in the future.

ACADEMIC INTEGRITY FOR STUDENTS

Students who demonstrate academic integrity become a part of their academic or professional community. These guidelines are designed to help the student understand how to achieve that result.

What follows are the procedures related to students. Faculty members are required to support the Academic Integrity Policy by discussing the value of integrity and by reporting academic dishonesty.

As the first line of support, faculty shall ensure that the Academic Integrity Policy is discussed to an appropriate extent in every course section, with emphasis on the elements that pertain particularly to that class. As stated in the University catalog, faculty shall distribute a syllabus for every course section that includes, among other criteria and information, the course requirements, methods of evaluation, and the basis by which the final grade is derived.

CLASSIFICATION OF ACADEMIC INTEGRITY VIOLATIONS BY OFFENSE

Violations of academic integrity are classified based on the level of seriousness of the behaviors. Brief descriptions, examples and recommended sanctions are provided below. Quantitative benchmarks (percentages of course grades) are offered as guidance to assist faculty and administrators in determining the appropriate level of violation. These are general descriptions and should not be considered as all-inclusive.

Level One Violations

Level One violations consist of those instances when, in the opinion of the instructor, the student's actions may result from inexperience and the activity in which the violation occurs constitutes less than 10% of the grade for the course. Level One violations are considered academic issues and not disciplinary offenses. Inherently, Level One violations would be most common among first-year undergraduate students.

Examples:

PLAGIARISM

- Improper citation or footnote(s)

Recommended Sanction: Make-up assignment or assignment of no credit for work in question, required attendance at a workshop on preparation of academic or term papers, or a library assignment on the preparation of academic or term papers.

Level Two Violations

Level Two violations consist of those instances involving cheating, plagiarism, fabrication, or academic misconduct when, in the opinion of the instructor, one or more of the following conditions exists:

- The student’s actions constitute a violation of academic integrity that cannot be dismissed due to inexperience.
- The activity in which the violation occurs constitutes less than 25% of the grade for an undergraduate course or at the instructor’s discretion for a graduate or doctoral level course. (Note that percentages are offered as guidance for the appropriate level of violation.)

Examples:

CHEATING

- Unauthorized assistance with academic work (e.g., excessive editorial assistance)
- Allowing another student to copy one’s work
- Copying from another student’s work

PLAGIARISM

- Level One violations not attributable to inexperience
- Copying another’s words directly without acknowledging the source
- Using another’s ideas, opinions or theories (even if they have been completely paraphrased in one’s own words) without acknowledging the source
- Using facts, statistics or other illustrative material taken from a source without acknowledging the source, unless the information is common knowledge
- Submitting a computer program, or any other creative work or intellectual property as defined by the discipline, as original work which duplicates, in whole or in part, the work of another, without citation

FABRICATION

- Listing of sources in a bibliography or other report not used in that project

ACADEMIC MISCONDUCT

- Submitting the same written work to fulfill the requirements of more than one course without the explicit permission of the present instructor

Recommended Sanction: A failing grade on the assignment. The student may also be required to meet with an academic coaching writing tutor and/or attend an academic workshop.

The Academic Integrity Violations Report (AIVR) is sent to the Office of the Provost and Senior Vice President of Academic Affairs and the record may be considered when determining the level of future violations.

Level Three Violations

Level Three violations involve cheating, plagiarism, fabrication, or academic misconduct when, in the instructor's opinion, one or more of the following conditions exists.

- The student's actions are a repeat offense of a Level Two violation.
- The activity in which the violation occurs constitutes 25% or more of the grade for an undergraduate course or at the instructor's discretion for a graduate or doctoral level course. (Note that percentages are offered as guidance for the appropriate level of violation.)

Examples:

CHEATING

- Using unauthorized materials such as a textbook, notebook, text messaging or any other unauthorized device during an examination
- Collaborating with another person during an exam by giving or receiving information without permission
- Unauthorized access to or use of someone else's computer account or computer files.

PLAGIARISM

- Improper citation or footnote(s)
- Citation of information not taken from the source indicated
- Copying another's words directly without acknowledging the source
- Using another's ideas, opinions or theories (even if they have been completely paraphrased in one's own words) without acknowledging the source
- Using facts, statistics, or other illustrative material taken from a source without acknowledging the source, unless the information is common knowledge
- Submitting a computer program, or any other creative work or intellectual property as defined by the discipline, as original work which duplicates, in whole or in part, without citation, the work of another

FABRICATION

- Submitting as one's own any academic work prepared in whole or in part by others, unless the assignment allows students to work collaboratively
 - Making up data or source information for an experiment, research project, or other academic exercise

ACADEMIC MISCONDUCT

- Altering test answers and then claiming that the instructor inappropriately graded the examination
 - Misrepresenting oneself or providing misleading and false information in an attempt to access another's computer account

The Dean (or designee) or the Office of the Provost and Senior Vice President of Academic Affairs may determine that a violation reported at Level Two becomes a Level Three in the presence of a prior Level Two violation unknown to the reporting instructor. This determination may be made after the Level Two sanction has already been imposed.

Recommended Sanction: Probation or suspension from the University for one semester with a notation of “disciplinary suspension” placed in a student’s academic file and a failing grade in the course. The student may also be required to meet with an academic coaching writing tutor and/or attend an academic workshop.

The Academic Integrity Violations Report (AIVR) is sent to the Office of the Provost and Senior Vice President of Academic Affairs and the record may be considered in the determination of the level of future violations.

Level Four Violations

These are the most serious breaches of academic integrity and include violations that may potentially result in legal action against the perpetrator. Level Four violations consist of those instances involving cheating, plagiarism, fabrication, or academic misconduct when, in the opinion of the instructor, one or more of the following conditions exists:

- The student’s actions represent a blatant disregard or disrespect for the expectations of academic integrity and/or University life.
- The student’s actions represent a violation of law.
- The student’s actions represent any degree or category of infraction relating to a graduate thesis or dissertation.

Examples:

FABRICATION

- Makes up data or source information in an experiment, research project, or other academic exercise related to the senior or graduate thesis or dissertation.

ACADEMIC MISCONDUCT

- Changing, altering, falsifying or being accessory to the changing, altering or falsifying of a grade report or form, or entering any University office, building or accessing a computer for that purpose
- Coercing any other person to obtain an unadministered test
- Stealing, buying, selling, giving away or otherwise obtaining all or part of any unadministered examination, term papers, or works of art, or entering any University office, building or accessing a computer to obtain said materials without authorization
- Substituting for another student or permitting another to substitute for oneself to take a test or examination
- Creating illegal accounts, changing files or securing passwords illegally
- Destroying computer accounts without authorization
- Violating the clinical or ethical code of the discipline
- Sabotaging of another’s work

The Academic Integrity Violations Report (AIVR) is sent to the Office of the Provost and Senior Vice President for Academic Affairs. The Dean (or designee) or the Office of the Provost and Senior Vice President of Academic Affairs may determine that a violation reported at Level Three becomes a Level Four in the presence of a prior Level Three violation unknown to the reporting instructor. This determination may be made after the Level Three sanction has been applied. Multiple Level Two Violations or a Level Two violation followed by a Level Three violation may only be sanctioned at Level Three. Only multiple Level Three violations may be raised to Level 4.

Recommended Sanction: Expulsion from the University and a permanent dismissal notation on the student's internal academic file.

FRAUD AND PURCHASED ACADEMIC/TERM PAPERS

The unauthorized collaboration with any other person in preparing work offered for course credit, such as purchasing a term paper from another student or from a term paper research company and submitting that paper as one's own is fraud. Such behavior is illegal. New Jersey Statutes Annotated § 18A:2-3 states:

"No person shall, for any fee, or other remuneration, prepare, offer to prepare, cause to be prepared, sell or offer for sale any term paper, thesis, dissertation, essay, report or other written, recorded, pictorial, artistic or other assignment knowing or under the circumstances having reason to know, that said assignment is intended for submission either in whole or substantial part under a student's name in fulfillment of the requirements for a degree, diploma, certificate, course or courses of study at any university, college, academy, school or other educational institution."

The law provides a \$1,000 fine for anyone convicted of violating its provision. Students should be aware that academic research companies:

- Keep comprehensive lists of the clients they serve, including the client's name, the school they attend, the date the material was purchased from the company, and the type of material secured.
- Provide copies of these lists and copies of the material sold to the individual purchaser, to any collegiate institution or faculty member, upon request made on official institutional letterhead.

PROCEDURES FOR REPORTING AND APPEALING ACADEMIC INTEGRITY VIOLATIONS

Violations of Level 2, 3, or 4 of the University's Academic Integrity Policy must be reported on an Academic Integrity Violations Report form ([AIVR](#)) linked here. Completion and filing of the AIVR form by an instructor, as outlined below, will serve as the official written notification of an Academic Integrity Policy offense to the student, director/department chair, Dean, and Office of the Provost and Senior Vice President for Academic Affairs. All notifications to students are made through our Maxient Database. Students will also receive notification to their Kean-issued email address. If a student fails to open their letters via the Maxient database, letters may be sent via United Parcel Service

(UPS). The responsibility for demonstrating the existence of a violation shall be upon the faculty member bringing the charges.

The Academic Integrity Violation Report Form identifies the student and instructor involved, the course, course assignment and specific details of the violation. It shall also designate the category and classification of the violation.

Students have a right to withdraw from a course in accordance with University policy, however, academic integrity violations will be pursued and resolved regardless of the student's continued enrollment. If the resolution of the violation results in a failing grade for the course, the student will be re-enrolled in the course and the failing grade will be assigned.

In the case of Level 2 violations, the instructor will meet with the student to address the charge, including the level of violation and recommended sanction, and impose the sanction for Level 2 violations. The sanction imposed by an instructor must be recorded on the AIVR form which will be forwarded to the director/department chair, Dean, and Office of the Provost and Senior Vice President for Academic Affairs. All notifications to students are made through our Maxient Database. Students will also receive notification to their Kean-issued email address. If a student fails to open their letter via the Maxient database, letters may be sent via United Parcel Service (UPS). **All Level 1 and Level 2 appeals will proceed through the academic program grade grievance procedure or academic program Personnel Committee.** If a student does not appeal, the AIVR form remains on file in the Office of the Provost and Senior Vice President of Academic Affairs as the final record of the violation. Please see below for more information regarding academic files and requests for academic records.

All student/instructor conferences about Level 3 and 4 violations will be informational only. As discussed above, the instructor will meet with the student to address the charge; however the instructor is not responsible for determining the sanction or action that will be taken in response to these violations, but may make a recommendation to the College Dean (or designee). All notifications to students are made through our Maxient Database. Students will also receive notification to their Kean-issued email address. If a student fails to open their letter via the Maxient database, letters may be sent via United Parcel Service (UPS). All Level 3 and Level 4 violation reports must be sent to the Dean's (or designee) Office for action prior to filing the report with the Office of the Provost and Senior Vice President of Academic Affairs and director/department chairperson. The student and the instructor have the right to meet individually with the Dean (or designee) before a decision is made. The College Dean (or designee) will then review the incident and apply a sanction in accordance with the Academic Integrity Policy level of violation and recommended action. No further action will be taken if the Dean (or designee) finds no violation has occurred. The Dean's (or designee) action will be reported in the appropriate section of the form. A letter will be sent to the student via the Maxient database confirming the disciplinary action taken, i.e. probation, suspension or dismissal. A copy of the completed form and the action taken will also be forwarded to the instructor, executive director/department chair and the Office of the Provost and Senior Vice President of Academic Affairs. All sanctions imposed by an instructor or College Dean (or designee) must be in accordance with the published Academic Integrity Policy.

STUDENT APPEAL OF CHARGE OR SANCTION

Once a sanction has been imposed at Level 3 or 4, the student may file a written appeal of the charge or sanction to the Office of the Provost and Senior Vice President of Academic Affairs within 10 calendar days of the date of notification. Should an Academic Integrity Violations charge be made at the end of a semester, a No Record (NR) grade will be assigned until the charge is addressed. The Office of the Provost and Senior Vice President of Academic Affairs will refer all appeals of Levels 3 and 4 violations to the University Appeals Board (UAB) for hearing or mediation. The UAB may uphold, modify, or dismiss a charge or a sanction made by the College Dean (or designee). If a student does not appeal, the Academic Integrity Violation Report form remains on file in the Office of the Provost and Senior Vice President of Academic Affairs as the final record of the violation.

Any written appeal by the student must be filed within 10 calendar days of the date of notification. It must include a:

- Clear explanation of the nature of the appeal
- Clear explanation of the reason(s) for the appeal
- Clear concise statement of the facts as known, with appropriate supporting documentation
- Clear statement of what is being appealed; i.e., the dishonesty charge and/or the sanction imposed and
- Current postal and e-mail addresses and telephone number(s) where the student can be reached.

The University Appeals Board must be convened by the Office of the Provost and Senior Vice President of Academic Affairs upon receipt of an appeal. The Office of the Provost and Senior Vice President of Academic Affairs office will check the student's past record, if any, to see if the student has committed prior acts of academic dishonesty.

COMPOSITION AND AUTHORITY OF THE UAB

The University Appeals Board is a body elected by the University community whose role is to review all student appeals of violations of academic integrity.

The voting members of the UAB consist of one (1) full-time teaching faculty member elected from each academic college by the faculty; one (1) professional staff member elected by professional staff membership; two (2) students, one each, appointed by each of the two student governing bodies; and one (1) administrator or staff member appointed by the Provost and Senior Vice President of Academic Affairs. The Vice President for Student Affairs will appoint a non-voting member to serve as an observer. This member is responsible for observing and monitoring procedures and acting as the liaison between the UAB and the Vice President for Student Affairs. After the Senate election results, in May, the Office of the Provost and Senior Vice President of Academic Affairs representative will convene a UAB meeting to elect a UAB Chairperson for the next academic year.

The UAB must be elected during the University Senate's regularly scheduled elections. University Senate members of the UAB serve for two years. A quorum of 60% of the voting members is required to consider appeals.

The decisions of the UAB are considered final and may be appealed by the student only on the grounds of alleged procedural or substantive error. Appeals will be directed in writing to the Provost and Senior Vice President of Academic Affairs and must be filed

within ten (10) business days of the decision issued by the University Appeals Board. The written appeal must identify the nature of the alleged procedural or substantive error on which the appeal is based. Prior to reaching a decision on the appeal, the Provost and Senior Vice President of Academic Affairs will meet with the Chairperson of the University Appeals Board to review the basis on which the UAB reached its decision. If the Provost and Senior Vice President of Academic Affairs determines that a procedural or substantive error occurred, the Provost and Senior Vice President of Academic Affairs may direct the UAB to reconsider its decision. The determination of the Provost and Senior Vice President of Academic Affairs is final.

OTHER PROCEDURES FOR UAB REVIEWS

Additional procedures for UAB reviews include:

- **Student Presence at UAB Meeting:** Students will be notified via the Maxient database to their Kean issued email account that their appeal will be heard on a specific date and time and an invitation to attend. The student must notify the UAB Board Secretary in advance whether or not they plan to attend the hearing or inform the Board Secretary if the hearing is scheduled when the student cannot attend so that a mutually agreeable date can be scheduled. Should a student not attend by choice, the appeal will be heard based on the written record. Should the meeting be rescheduled for student's convenience and the student fails to attend the meeting, the appeal will be heard based on the written record.

- **Faculty Presence at UAB Meeting:** The involved faculty member will be notified of the date and time of the hearing. The arrangements described above for attendance and rescheduling also apply to the involved instructor.

- **Case Records:** Pending a scheduled appeal meeting, the Office of the Provost and Senior Vice President of Academic Affairs will provide access to confidential case files for review by Board members and the directly involved parties, i.e., the faculty member and the accused student.

- **Advisor Present at Meeting:** An advisor is a person permitted to be present throughout any hearing proceedings to support and/or assist the student. The advisor may not address the Board or otherwise participate. An advisor may be an attorney, parent, or guardian. A student may have one advisor present during the hearing. If the advisor present is an attorney, University Counsel must also be present.

- **Hearing Procedure:** The UAB will convene its meetings first and then invite the student and faculty member to present their information. The Board Moderator is the person through whom materials or questions will be addressed to the Board. All materials or questions to be introduced must normally be sent to the Moderator at least three (3) business days before the scheduled hearing. The notification of the UAB's decision will be via the Maxient database to the student's Kean issued email account.

- **Recusal:** Board members will use their discretion concerning cases where familiarity may affect their impartial judgment.

- **Time/Witness Limitation:** The Board Moderator may limit the number of witnesses to be heard or may exclude irrelevant or unduly repetitious information.

- **Hearing Record:** The UAB will receive and consider oral and documentary information that support or discredit the charges presented.

- **Alternative Actions:** If there is a need for the UAB to meet outside the academic year, (e.g. summer months), and a quorum cannot be reached, hearings may be delayed until the beginning of the next academic year, or the University Senate, student organization or Provost and Senior Vice President of Academic Affairs, may be asked to elect an alternate member, as appropriate.

- **Voting Procedures:** The UAB votes may be cast by secret ballot, with the recommendation made on the basis of a majority of voting members present. Minority opinions may be written to the Provost and Senior Vice President of Academic Affairs. In the case of a tie vote, voting will continue until the Board deems that it must notify the Provost and Senior Vice President of Academic Affairs of a deadlock. Thus, voting may span more than one meeting. In the case of a deadlock, the Provost and Senior Vice President of Academic Affairs shall make the final decision.

- **Procedural Questions:** Any procedural questions should be addressed to the Office of the Provost and Senior Vice President of Academic Affairs.

- **Academic File/Academic Records Request:** If a student is engaged in an academic integrity violation review, the decision by the Dean, the UAB, or the Provost and Senior Vice President for Academic Affairs becomes a Student Conduct record.

ACADEMIC FILES AND ACADEMIC RECORDS REQUESTS

The Office of Student Accountability, Standards & Education will maintain disciplinary files, which contain all necessary and appropriate correspondence and other documentation pertinent to any cases for which a student was found responsible for violating the student code of conduct. Records of cases designated as “pending” will also be maintained. Student disciplinary files will be maintained as follows:

- Disciplinary records will be maintained for a period of seven years after the last year of the student’s attendance at the University.
- The University reserves the right to retain any disciplinary records for longer periods.
- Records involving suspensions, expulsions and appeals are kept permanently.

Kean University collects data and information about students in order to facilitate their educational development. The Family Educational Rights and Privacy Act (FERPA) of 1974 and the Higher Education Amendments of 1998 delineate the rights of students to be informed of the existence of this information, to have access to it, and the conditions under which information about students may be disclosed to others. A copy of the Family Educational Rights and Privacy Act is available in the Office of the Registrar or on their [website](#).

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING AMENDMENTS TO THE KEAN UNIVERSITY ACADEMIC
PROGRAM REVIEW GUIDELINES**

- WHEREAS: The Kean University Board of Trustees approved the Kean University Academic and Non-Academic Program Review Guidelines via resolution adopted September 12, 2011, and modified those guidelines via public resolution on September 17, 2012, and March 6, 2017; and,
- WHEREAS: A sound, regular, and careful assessment of academic programs is essential to assuring the quality, responsiveness, and integrity of those programs; and
- WHEREAS: Academic programs offered by departments often share common elements with one another, including substantial overlap in curriculum and faculty, making the department the most efficient and effective level at which to conduct programmatic assessments, and
- WHEREAS: Sixty-two academic programs at Kean University are assessed extensively by third-party organizations that accredit those programs through a process requiring external review, long considered an industry best practice to ensure that programs respond to general and field-specific trends in degree programs; and
- WHEREAS: Kean's current assessment standards do not require external review for other programs not subject to accreditation by third-party organizations; and
- WHEREAS: Kean recently acquired technology platforms that dramatically ease the process of collecting evidence of student progress toward achievement of learning outcomes in all of our programs, and
- WHEREAS: The Provost's Office has recommended that the University's central assessment support processes be significantly amended to relieve the burden on academic units that only undertake program-level assessments episodically, to better ensure consistency of evaluation and outcomes, harmonize around common data standards, and improve program faculties' ability to use assessment results to critically reflect upon and revise where necessary current practices in those programs; and,
- WHEREAS: The Board of Trustees has reviewed these proposed modifications and agrees that the updates recommended by the Provost's Office are necessary and appropriate; now, therefore be it
- RESOLVED: The Board of Trustees does hereby authorize the University Provost to update the University's Academic Review Guidelines so that they:

- Focus on the department as the appropriate level of review, appointing assessment coordination, where required at the departmental rather than the programmatic level unless otherwise required by accreditation or licensure,
- Require all departments and/or programs that are not subject to regular, external accreditation reviews to conduct self-studies and external reviews every five years,
- Exempt programs that are subject to regular, external accreditation reviews from this process (they would still be required to provide data for the University's annual assessment procedures and to coordinate with the Office of Accreditation and Assessment (OAA) on their accreditation self-studies),
- Require that all departments coordinate their assessment activities with OAA and Academic Affairs,
- Require departments to incorporate data points not only on undifferentiated student achievement, but addresses as well any equity gaps that may exist based on race, ethnicity, gender, first-generation student status, language, or other variables that can be shown to have a consistent impact on student outcomes and include proposals to redress those gaps in subsequent programming; and, be it further

RESOLVED: The Board of Trustees directs the President and/or his designee—in this case, the Provost—to enact these modified guidelines and distribute them to all appropriate parties, and to provide the revised guidelines to the committee; and, be it further

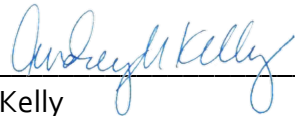
RESOLVED: The Board of Trustees directs the Provost's Office to annually provide the President and the Academic Policy and Programs Committee at its September committee meeting a report on all programs undergoing assessment and their progress; the results of external evaluations of such programs; and, the findings of such assessments as they relate to closing equity gaps and their impact on student outcomes.

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



 Audrey M. Kelly
 Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR SPECIALIZED MACHINERY IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and


WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for a contract related to specialized machinery in FY25:

<u>Specialized Machinery</u>	<u>Not to Exceed</u>
Waters Technologies Corp.	\$475,000

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024



 Audrey M. Kelly
 Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AUTHORIZING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR STUDENT ORGANIZATION-RELATED CONTRACTS IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994 delegates to the Boards of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding provided certain rules and regulations are followed; and

WHEREAS: The Kean University Board of Trustees has considered a number of appropriate requests for the Waiver of Public Advertising and Bidding related to certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the waiver of Public Advertising and Bidding for the following contract related to student organizations such as DECA, FBLS and HOSA, and their activities, in FY25:

Student Orgs
Rosen 9939/dba
Rosen Shingle Creek

Not to Exceed
\$650,000

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION ADOPTING A UNIVERSITY CENTRALIZED CASH MANAGEMENT AND
INVESTMENT POLICY FOR INVESTMENT PURPOSES**

WHEREAS: N.J.S.A. 18A:3B-6g states that the governing board of each public institution of higher education shall have the general power and duty "to invest and reinvest the funds of the institution;" and

WHEREAS: The Office of Financial Services at Kean University is responsible for the management of the University's cash and investment portfolios; and

WHEREAS: The Office of Financial Services pursues the University's investment options in compliance with the annually reviewed and approved University Centralized Cash Management and Investment Policy; now, therefore, be it

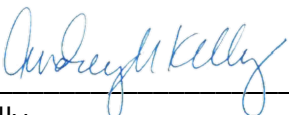
RESOLVED: The Kean University Board of Trustees approves the Office of Financial Services' annual recommendations for a University Centralized Cash Management and Investment Policy; and be it further

RESOLVED: The Kean University Board of Trustees hereby adopts the proposed Centralized Cash Management and Investment Policy effective October 1, 2024 to September 30, 2025, a copy of which is annexed hereto, incorporated herein and made a part of this Resolution; and be it further

RESOLVED: The Kean University Board of Trustees authorizes the President, the CFO, and/or their authorized designees to implement the provisions of the Centralized Cash Management and Investment Policy.

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees



KEAN UNIVERSITY

CENTRALIZED CASH MANAGEMENT AND INVESTMENT POLICY (“The Investment Policy”)

I. Purpose

The purpose this Investment Policy is to establish guidelines related to the investment objectives for the Kean University (the “University”) investment accounts. These investment accounts are for cash not needed for immediate operational expenses. Pooled funds not otherwise needed to meet the daily operational cash flow for the University can be invested in a conservative manner to earn a maximum income, yet still maintain sufficient liquidity to meet fluctuations in the flow of funds from revenues, tuition payments, and state appropriations. In addition, through cash flow forecasting, the University may determine that they have accumulated excess cash above the amount needed to cover their daily operational and periodic working capital cash flow needs. The accumulated pool of assets that is not intended for operating or working capital needs could be characterized as strategic cash. The strategic cash will be used for longer term liquidity needs beyond 1 year. Given the longer time horizon and lower liquidity needs, this cash pool could be invested in a broader set of investment opportunities,

The investment portfolio is not intended to be used for speculative purposes.

II. Definitions

Certificates of Deposit (CD)

A certificate of deposit is a promissory note issued by a bank. It is a time deposit that restricts holders from withdrawing funds on demand. Although it is still possible to withdraw the money, this action will often incur a penalty. A CD bears a maturity date, a specified fixed interest rate and can be issued in any denomination. CDs are generally issued by commercial banks and are insured by the FDIC. The term of a CD generally ranges from one month to five years.

Money Market Mutual Fund

An investment company or investment trust, which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. 80a-1 et seq. and is 2a-7 compliant.

Local Government Investment Pool

An investment pool:

- a) which is managed in accordance with 17 C.F.R. 270.2a-7;

- b) which is rated in the highest category by a nationally recognized statistical rating organization;
- c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1969, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the Local Finance Board to provide for the safety, liquidity, and yield of the investments’
- e) which does not permit investments in instruments that are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment to have a market value that approximates their par value or utilize an index that does not support a stable net asset value; and
- f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which at the time of purchase or redemption has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock or equivalent capitalization if not a corporation, surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in borrowing on such U.S. Government securities.

Money Market Instruments

Money market instruments are short term investments, usually with a maturity of less than one year. Generally they have a high degree of safety.

Repurchase Agreements

Repurchase Agreements are where two simultaneous transactions occur with one party purchasing securities from a second party and the second party agrees to repurchase at a certain price at an agreed upon rate of return.

State of New Jersey Cash Management Fund

The Division of Investment, Department of the Treasury, State of New Jersey (the “Division”) manages and invests certain assets of various funds, divisions, agencies and employees of the State of New Jersey in various groups of funds such as the Cash Management Fund. The State of New Jersey Cash Management Fund (the “Fund”) is available on a voluntary basis for investment by the State and certain “Other-than-State” participants. “Other-than-State” participants include counties, municipalities and school districts, and the agencies or authorities created by any of these entities, including the University. The Fund is considered to be an investment trust fund as defined in Governmental Accounting Standards Board (GASB) Statement No. 34. The operations of this Fund are governed by the provisions of State Investment Council Regulations for the purpose of determining authorized investments for the Fund. The Fund is not a legally separate entity within

the State of New Jersey; however, the assets managed by the Division are included in the financial statements of the State.

United States Treasury Securities

A United States Treasury security is a government debt issued by the United States Department of the Treasury through the Bureau of the Public Debt. Treasury securities are the debt financing instruments of the United States Federal government, and they are often referred to simply as Treasuries. There are four types of marketable treasury securities: Treasury bills, Treasury notes, Treasury bonds, and Treasury Inflation Protected Securities (TIPS). There are several types of non-marketable treasury securities including State and Local Government Series (SLGS), Government Account Series debt issued to government-managed trust funds, and savings bonds. All of the marketable Treasury securities are very liquid and are heavily traded on the secondary market. The non-marketable securities (such as savings bonds) are issued to subscribers and cannot be transferred through market sales.

Municipal Obligations

"Public authority" means any state or any political subdivision thereof, any authority, department, district, or commission, or any agency or instrumentality of any of the foregoing, or any agency or instrumentality of the Federal government, or a commission or other public body created by an Act of Congress or pursuant to a compact between any two or more states.

"Public authority revenue obligations" means any bonds or other interest-bearing obligations of a public authority, the principal and interest of which are by their terms payable from a specified revenue source.

"State and municipal general obligations" shall mean debt obligations of any state or any municipal or political subdivision thereof that are backed by the full faith and credit of the obligor.

Collateralized Notes (MBS/CMO/ABS)

"Collateralized notes and mortgages" mean securities fully collateralized by mortgage-backed securities, credit card receivables, automobile loans, home equity loans, bank loans, or other forms of receivables originated in the United States.

III. Investment Objectives for Working Capital Cash

Working Capital (1 and 12 months) is used on a less frequent basis for periodic payments that do not require same-daily liquidity.

Safety of Capital

Preservation of capital is regarded as the highest priority in the handling of University investments. All other investment objectives are secondary to the safety of capital. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they be from security defaults or erosion of market value.

It is assumed that all investments will be suitable to be held to maturity. However, sale prior to maturity is warranted in some cases. For example, investments may be sold if the quality of an investment deteriorates or if the need to change the maturity structure of the portfolio arises.

Maintenance of Adequate Liquidity

The investment portfolio must be structured in such a manner that will provide sufficient liquidity to pay obligations such as normal operating expenses and debt service payments as they become due. These investments could be converted to cash prior to their maturities should the need for cash arise.

Return on Investments

The University seeks to optimize its income within the constraints of safety and liquidity. The portfolio strives to provide a stable return consistent with the investment policy. The cash portfolio rate of return will be compared with a weighted average of the returns of broad indices representing the maturity structure of the portfolio. These indices include but are not limited to the Merrill Lynch Global Bond Indices and the U.S. Treasuries Index.

IV. Delegation of Authority

The Investment Policy is prepared pursuant to the provisions of N.J.S.A. 18A:3B-6g, "To invest and reinvest the funds of the institution..." in order to set forth the basis for the Deposits ("Deposits") and Investments ("Investments") of certain public funds of the University pending the use of such for intended purposes.

By resolution, the University's Board of Trustees delegated investment authority to the President or his/her designee (the "Designated Official"). The Investment Policy is established to provide guidance in the management of the University's investment accounts in order to insure compliance with the laws of the State of New Jersey. The President or his/her Designated Official is accorded full discretion, within policy limits, to select individual investments and to diversify the portfolio by applying their own judgments concerning relative investment values.

V. Prudence and Ethical Standards

The standard to be used by the President or the Designated Official shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Persons performing the investment functions, acting in accordance with written policies and procedures, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations and appropriate recommendations to control adverse developments are reported in a timely fashion.

The "prudent person" standard is understood to mean:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs,

not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

VI. Implementation of the Investment Policy

The President or his/her designee is authorized to execute all transactions for the investment portfolio.

- An investment manager hired by the University must be a Registered Investment Advisor as defined by the Securities and Exchange Commission under the Investment Advisor's Act of 1940 and be properly registered to provide investment advisory services in New Jersey.
- The investment manager must have ten (10) years of experience in providing fixed income management services in an investment advisor capacity.
- The investment manager must be independent of any securities brokerage firm and any relationship between the investment manager and a securities brokerage firm must be fully disclosed.
- The investment manager must act with a fiduciary responsibility and obligation to the University's objectives and interests and will act solely on the University's behalf.

If an investment falls out of compliance within this investment policy, the investment manager must notify the University within 48 hours with a recommendation to bring the portfolio back into compliance. The University may choose to exempt any individual investment from compliance to prevent realizing a loss from the sale of a security.

VII. Designation of Depositories and Assessment and Depository Criteria

The following banks and financial institutions as set forth in Schedule A are hereby designated as official depositories for the deposit of all University funds referred to in the Investment Policy. All banks and financial institutions listed in Schedule A must adhere to and abide by the assessment and depository criteria established by the Federal Deposit Insurance Corporation and the New Jersey Department of Banking and Insurance as set forth in Schedule B.

VIII. Authorized Investment Instruments for Working Capital Cash Portfolio

The Designated Official is hereby authorized to invest the public funds covered by this Investment Policy in any of the following permitted investments:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Money market mutual funds;
3. Certificates of deposit and other evidences of deposit at financial institutions;

4. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress;
5. Local government investment pools;
6. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281, (C.52:18A – 90.4); or
7. Agreements for the repurchase of fully collateralized securities if:
 1. The underlying securities are U.S. Government Securities;
 2. The custody of collateral is transferred to a third party;
 3. The maturity of the agreement is not more than 30 days;
 4. The underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9 – 41); and
 5. A master repurchase agreement providing for the custody and security of collateral is executed.
8. Municipal Bonds, both taxable and tax-exempt; Obligations issued or guaranteed by any state, territory or possession of the United States, political subdivision, public authority, agency board, instrumentality, or other unit of local government of any U.S. state or territory.
9. Commercial Paper (CP) including Asset-Backed Commercial paper (ABCP);
10. Asset-Backed Securities (ABS); N.J.S.A. §17:16-19.1 Definitions Collateralized Notes
11. U.S. Federal Agency Mortgage-Backed Securities (MBS, CMOs and CMBS); N.J.S.A. §17:16-19.1 Definitions Collateralized Notes
12. Corporate Obligations issued by U.S. domestic corporations and U.S. dollar denominated issues of foreign corporations.
13. Short Duration Fixed Income Funds that invest primarily in the acceptable investments above

IX. Investment Parameters for Working Capital Cash Portfolio

Credit Quality

At time of purchase, securities must have a minimum rating as indicated below or the equivalent by at least two Nationally Recognized Statistical Rating Organizations (NRSROs) even if carrying lower ratings by other NRSROs. For taxable and tax-free municipal securities the obligor must be rated in the rating category listed below by at least one NRSRO. For pre-refunded municipal obligations without a rating, the government rating will apply.

Minimum Short-Term Rating	A-2/P-2/F2
Minimum Long-Term Rating	Baa2/BBB/BBB
Minimum Asset-Backed Securities rating*	A/A2

*The portfolio may be invested up to 30% in securities which carry short-term ratings of A-2/P-2/F2 and long-term ratings of Baa2/BBB/BBB.

Diversification and Maturity Parameters

Sector Type	Sector Max ⁶ (%)	Issuer Max (%) ¹	Maximum Maturity
US Treasury	100%	N/A	3 Yrs 3 mos
Federal Agency	50%	N/A	3 Yrs 3 mos
Agency MBS and CMO's	50%		3 Yrs 3 mos (WAL) ²
Corporate Notes	80% ³	5% ³	3 Yrs 3 mos
Commercial Paper	50%	5% ³	397 days
Negotiable CDs	50%	5%	397 days
Repurchase Agreements	10%	5%	30 days
Money Market Funds ⁴	100%	25%	N/A
NJ Cash Management Fund	50%	N/A	N/A
Muni's(tax-exempt and taxable)	25%	5%	5 Yrs
Asset-backed securities/ Short Duration Fixed Income Funds ⁵	30%	5%	3 Yrs 3 mos (WAL) ²
	100%	N/A	N/A
¹ At time of purchase			
² WAL(weighted average life) used in lieu of final stated maturity. At time of purchase.			
³ Up to 30% of the portfolio may be invested in corporate bonds and commercial paper combined which carry short-term ratings of A-2/P-2/F-2 and long-term ratings of BBB/Baa2/BBB. Securities in this rating category are limited up to 5% per issuer at time of purchase.			
⁴ 2a-7 compliant money market funds only			
⁵ Up to 15% of any Fixed Income Fund(s) may be invested in sub- investment grade securities.			
⁶ Sector Max references maximum allocation of the total investment portfolio			

- limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury and U.S. Federal Agency securities);
- limiting investment in securities that have higher credit risks;
- reinvesting in securities with varying maturities; and
- continuously investing a portion of the portfolio in readily available funds such as demand deposit accounts, local government investment pools, money market funds, or overnight

repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Maximum Maturities

To the fullest extent possible, the University shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the University will not directly invest in securities maturing more than three (3) years and three (3) months from the date of purchase. The University shall adopt weighted average life (WAL) limitations consistent with the investment objectives. WAL for any individual security shall be compliant at time of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as local government investment pools, money market funds, or demand deposit accounts to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Benchmark

The Working Capital Cash portfolio shall be benchmarked to the Bloomberg U.S. Corporate 0-3 year index.

X. Investment Guidelines for Strategic Cash Portfolio

The strategic cash is excess funds that will be used for longer term liquidity needs (beyond 1 year). Given the longer time horizon lower liquidity needs, this cash could be invested in a broader set of investment opportunities.

Investment Objective:

The primary objective of the strategic cash portfolio is to provide an appropriate total return, subject to the risk considerations and other portfolio constraints outlined below. To meet the goals of the fund, the portfolio should earn over a 5-year horizon a return above cash rates commensurate with the volatility.

Liquidity:

It is expected that significant portions of the strategic cash portfolio could be withdrawn annually. The portfolio shall be invested in asset classes for which a readily tradeable market exists.

Asset Allocation:

The following broad asset classes are acceptable for inclusion and shall be bounded by the following ranges:

Asset Class	Lower Bound	Upper Bound
Global equities	0%	40%
Investment grade bonds	0%	20%

High yield bonds	0%	20%
Emerging market bonds	0%	15%
Sovereign bonds	0%	80%
Inflation-linked bonds	0%	20%
Commodities	0%	20%
Alternative risk premium	0%	25%

It is understood that market movements could cause the portfolio's asset mix to fall outside of these ranges. The portfolio shall be rebalanced monthly or upon any significant contribution to, or distribution from, the fund.

As the managers views on future performance of asset classes change, the manager is permitted to make tactical adjustments to asset allocation, subject to the minimum and maximum allocations set forth in the table of ranges above.

Each assets class within a Strategic cash portfolio will serve a purpose in achieving the following objectives:

- 1) Growth of investment principal through exposure to economic growth:
 - Global equities
 - High yield bonds
 - Investment grade bonds
 - Emerging market bonds
- 2) Protect investment principal through declines in economic growth:
 - Developed country sovereign bonds
 - Investment grade bonds
- 3) Protect investment principal from increases in inflation
 - Inflation-linked bonds
 - Commodities
- 4) Diversifying returns from non-macroeconomic return sources
 - Alternative risk premium

RESTRICTIONS & LIMITATIONS

The strategic cash portfolio should be well diversified across macroeconomic risks of growth, rates and inflation. It should also be diversified across asset class, geography, and security.

1. Restricted Transactions: all investments must have a readily ascertainable market value, and must be readily marketable.
2. Equities: Domestic common and convertible preferred stocks and ADR's should be listed on a major U.S. stock exchange or traded in the over-the-counter market with the

requirement that such stocks have adequate market liquidity relative to the size of the investment. International equity investments are expected to trade on developed exchanges without liquidity or marketability restrictions. It is recognized that investments in emerging markets may have liquidity and marketability constraints. Equity investments shall be diversified across geographies. The following limits are placed on the investment within the equity asset class.

- Investments in any single country, except for the U.S, shall be limited to 50%.
 - Investments in the Emerging Markets shall be limited to 40%.
 - Investments in non-Large Cap equity shall be limited to 30%.
3. Fixed Income: In general, fixed income securities are to be composed of obligations issued or guaranteed by the developed sovereign governments or their agencies, state and local governments, or debt issued by corporations. Securitized credit securities may be utilized including asset-backed securities, mortgage-backed securities and , commercial mortgage-backed securities and other securitized assets.
- Within the Sovereign Bond asset class, holdings are limited to investment grade obligations of developed countries, or their agencies, and state and local governments.
 - Within the Investment Grade corporate asset class, holdings of BBB-rated securities shall be limited to 30%.
 - Within the High Yield bond asset class, holdings shall have an average rating of B2 (Moody's) / B (Standard & Poors) or higher.
 - Within the Emerging Market Bond asset class, holdings of non-USD denominated debt are limited to 50%.
4. Concentration by Issuer: Investments in any one issuer shall be limited to 5% of the assets in each of the asset classes above (e.g. global equities, investment grade bonds, high yield bonds, etc) and/or 5% of the issuer's outstanding shares at the time of purchase. Securities issued or guaranteed by developed sovereign governments, their agencies or instrumentalities are not subject to this limitation.
5. Commingled Investments: Investments in commingled accounts, such as exchange traded funds (ETFs), mutual funds, private placement funds and other pooled vehicles are permitted provided that the investment guidelines and restrictions of the commingled account are in substantial conformance with these guidelines.
6. Derivative Instruments: Futures, forwards, swaps, options may be used to gain exposure, hedge, rebalance, and tactically tilt the portfolio.

PERFORMANCE EVALUATION

Investment returns shall be reported monthly and a complete performance report shall be issued quarterly.

XI. Safekeeping Custody Payment and Acknowledgment of Receipt of Investment Policy

To the extent that any Deposit or permitted Investment as identified in Section VIII of the Policy involves a document or security which is not physically held by Kean University, then such instrument or security shall be covered by a custodial agreement with an independent third party which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of Kean University to assure that there is no unauthorized use of the funds or the permitted Investments or Deposits. Purchase of any permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such permitted Investments are either received by the University or by a third party custodian prior to or upon the release of University funds.

To ensure that all parties with whom the University deals either by way of Deposits or permitted Investments are aware of the authority and the limits set forth in this Investment Policy, all such parties shall be supplied with a copy of this Investment Policy and all such parties shall acknowledge the receipt of that Policy in writing, a copy shall be on file with the Designated Official.

XII. Reporting Requirements

A report of investment fund balances shall be submitted by the President or Designated Official to the University’s Board of Trustees annually.

XIII. Approval and Term of Investment Policy

The Investment Policy shall be formally approved and adopted by the University’s Board of Trustees and reviewed annually.

The effective date for the Investment Policy is October 1, 2024 to September 30, 2025. Attached to the Investment Policy as Schedule C is a resolution of the Board of Trustees approving this Policy for such period of time.

The Investment Policy may be amended from time to time. To the extent that any amendment is adopted by the Board of Trustees, the Designated Official is directed to supply copies of the amendments to all of the parties identified in Section X of the Policy who otherwise have received the copy of the originally approved Investment Policy, which amendment shall be acknowledged in writing in the same manner as the original Investment Policy was so acknowledged.

XIV. Downgrades and Additional Policy Exceptions

The investment manager must notify the client in a timely manner of downgrades of any holdings below their specified ratings criteria and provide their recommended action based on

their credit review/analysis. All other policy exceptions must be communicated by the investment manager in a timely manner and must be approved by the client.

SCHEDULE A1**KEAN UNIVERSITY
CENTRALIZED CASH MANAGEMENT AND INVESTMENT POLICY****DESIGNATION OF AUTHORIZED DEPOSITORIES
AS OF OCTOBER 2024**

- Banco Popular
- Bank of America, N.A.
- Capital One Bank
- Citibank, N.A.
- Columbia Bank
- Connect One Bank (formerly known as Union Center National Bank)
- Enterprise National Bank
- First State Bank
- Haven Savings Bank
- HillTop Community Bank
- HSBC Bank, N.A.
- Hudson City Savings Bank
- Invest Financial Corporation
- Investors Bank
- JP Morgan Chase Bank, N.A.
- Kearny Federal Savings Bank
- Legacy Treasury Direct (U.S. Department of the Treasury)
- Lusitania Saving Bank, FSB
- Millennium BcpBank, N.A.
- New Jersey Cash Management Fund
- New York Community Bank
- Northfield Bank
- OceanFirst Bank
- Peapack-Gladstone Bank
- PNC Bank, N.A.
- RBS Citizens Bank
- Roselle Savings Bank
- RSI Bank
- Somerset Hills Bank
- Sovereign Bank
- Spencer Savings Bank, SLA
- TD Bank, N.A. The Bank of New York Mellon
- The Provident Bank
- Two River Community Bank
- Union County Savings Bank
- Unity Bank
- US Bank
- Valley National Bank
- Wells Fargo Bank

SCHEDULE B**KEAN UNIVERSITY
CENTRALIZED CASH MANAGEMENT AND INVESTMENT POLICY****ASSESSMENT AND DEPOSITORY CRITERIA****Federal Deposit Insurance Corporation**

The Federal Deposit Insurance Corporation (FDIC) is an independent agency of the United States government that protects the funds depositors place in banks and savings associations. FDIC insurance is backed by the full faith and credit of the United States government.

FDIC insurance covers all deposit accounts, including checking and savings accounts, money market deposit account and certificates of deposit. FDIC insurance does not cover other financial products and services that banks may offer, such as stocks, bonds, mutual fund shares, life insurance policies, annuities or securities.

The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category.

On February 8, 2006, the President signed The Federal Deposit Insurance Reform Act (the Reform Act) into law. The Reform Act merged the Bank Insurance Fund (BIF) and the Saving Association Insurance Fund (SAIF) into a new fund called the Deposit Insurance Fund (DIF). This change was made effective March 31, 2006.

On July 21, 2010, the President signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) into law. Regarding the DIF balance, the Dodd-Frank Act provides the following:

- Establishes a minimum Designated Reserve Ratio (DRR) of 1.35 percent of estimated insured deposits or the comparable percentage of the new assessment base, average consolidated total assets minus average tangible equity.
- If the reserve ratio fall below 1.35 percent, or the FDIC projects that the reserve ratio will, within 6 months, fall below 1.35 percent, the FDIC generally must adopt a restoration plan that provides that the DIF will return to 1.35 percent within 8 years.
- Notwithstanding that 8 year requirement, however, the FDIC must take steps as necessary for the reserve ratio to reach 1.35 percent of estimated insured deposits by September 30, 2020.
- The FDIC must offset the effect on small institutions (less than \$10 billion in assets) of the requirement that the reserve ratio reach 1.35 percent by September 30, 2020, rather than 1.15 percent by the end of 2016.
- If the reserve ratio exceeds 1.5 percent, the FDIC must dividend to DIF members the amount above the amount necessary to maintain the DIF at 1.5 percent, but the FDIC Board of Directors may, in its sole discretion, suspend or limit the declaration of payment of dividends.

- For at least five years, the FDIC must make available to the public the reserve ratio and the DRR using both estimated insured deposits and the new assessment base.

Source: The Federal Deposit Insurance Corporation

New Jersey Department of Banking and Insurance

The New Jersey Department of Banking and Insurance, Division of Banking, regulates state-chartered banks, savings banks, savings and loan institutions, and credit unions, and may take enforcement action against these institutions in the event any violations of banking law or regulations are found. The Division of Banking has no jurisdiction with respect to federally-chartered financial institutions. Federally-chartered financial institutions are regulated by various federal agencies depending on the banking classification of the financial institution.

The Division of Banking maintains a listing of financial institutions with offices in New Jersey, including addresses, phone numbers, holding company names (where applicable), and links to the institution and primary regulator web sites. The Division also provides current updates with regard to enforcement activity, including bank closings, through their web page.

In order to become a state-chartered commercial bank or savings bank in New Jersey, all applicants must meet the requirements set forth in ***NJAC 3:1-2.2 et seq.*** and ***NJSA 17.9A-1 et seq.***

NJAC 3:1-2.2a Requires a Certificate of Incorporation

1. Feasibility study/Three (3) year deposit projections
2. Three (3) year pro forma balance sheet and income statement showing projected breakeven
3. Interagency biographical financial data (See FDIC form) ***and*** Police checks (@ \$18.00) for all incorporators, directors and officers (should be a bank check, attorney or consultant check made payable to the “Division of State Police-SBI”)
4. Filing fee \$15,000, non-refundable
5. Indicia of title
6. Copy of application to be filed with the FDIC, if the applicant has applied for a charter that includes the authority to accept deposits. When the final application is filed with the FDIC a copy shall be simultaneously transmitted to the Department.
7. Director code of conduct
8. Affiliated person application, if necessary
9. Business plan (See Interagency charter application)
10. Fingerprint cards if **not** FDIC insured

NJAC 3:1-2.5 Notice/publication

2.7 Objectors, if applicable

2.18 For the first three (3) years after issuance of the certificate of authority, the depository shall maintain a tier I capital to asset ratio, as ratio is defined in 12 CFR 325.2(k), that is at least 8% of the bank's total assets. They must also maintain a fully funded reserve.

2.19a Minimum Capital Requirements

- Commercial or Savings bank minimum capital \$6,000,000 (par value \$2.00 minimum)
- Limited Purpose Trust Company minimum capital \$2,000,000 (\$2.00 par value minimum)
- Failed bank minimum capital \$5,000,000 or 6% of deposits.

2.19b Incorporators subscribe for 25% of stock

2.19d No individual subscribe for in excess of 24.9% of stock

2.19e No company subscribe for in excess of 24.9% of stock, unless holding company

Certificate of incorporation must include the following.

For a Commercial Bank:

NJSA 17:9A-3A Seven (7) or more persons to incorporate a commercial bank
17:9A-4C Surplus has to equal 20% of capital stock
17:9A-5 Reserve for organization expense 5% of capital stock
17:9A-6A Capital stock has to have a ***minimum*** \$2.00 par value

For a Savings Bank:

NJSA 17:9A-7 Nine (9) or more persons to incorporate a savings bank
17:9A-8.3 Needs a surplus and reserve for organization expense of 20% and 5%, respectively, of capital stock. Capital stock has to have a ***minimum*** \$2.00 par value

Source: New Jersey Department of Banking and Insurance

SCHEDULE C

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION ADOPTING A UNIVERSITY CENTRALIZED CASH MANAGEMENT AND
INVESTMENT POLICY FOR INVESTMENT PURPOSES**

WHEREAS: N.J.S.A. 18A:3B-6g states that the governing board of each public institution of higher education shall have the general power and duty "to invest and reinvest the funds of the institution;" and

WHEREAS: The Office of Financial Services at Kean University is responsible for the management of the University's cash and investment portfolios; and

WHEREAS: The Office of Financial Services pursues the University's investment options in compliance with annually reviewed and approved University Centralized Cash Management and Investment Policy; now, therefore, be it

RESOLVED: That the Kean University Board of Trustees approves the Office of Financial Services' annual recommendations for a University Centralized Cash Management and Investment Policy; and be it further

RESOLVED: That the Kean University Board of Trustees hereby adopts the proposed Centralized Cash Management and Investment Policy effective October 1, 2024 to September 30, 2025, a copy of which is annexed hereto, incorporated herein and made a part of this Resolution; and be it further

RESOLVED: That the Kean University Board of Trustees authorizes the President, and/or his authorized designees to implement the provisions of the Centralized Cash Management and Investment Policy.

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

Schedule D

Approved Funds:

Cash Tier (I, II, or III)	Fund Name	Investment Manager
Tier I	Government Money Market Fund	Allspring Global Investments
Tier II	Conservative Income Fund	Allspring Global Investments
Tier III	Ultra Short-Term Income Fund	Allspring Global Investments

Investment Manager Approach to ESG and Sustainability Investing

Allspring Global Investments philosophy, policies, and processes are built around delivering on client and community expectations in a responsible and sustainable way. Environmental, social, and governance (ESG) issues and other considerations that extend beyond traditional financial statement analysis have long been a component of how their portfolio management teams evaluate investment opportunities. They believe that integrating an analysis of ESG issues into the investment processes enhances their ability to manage risk more comprehensively and generate sustainable long-term returns for clients.

Allspring Global can see the world is changing rapidly—in part due to systemic trends such as climate change and the transition to a low carbon economy, widening income inequality, changing demographics, regulatory shifts, and rapid technological change. Applying an ESG and climate lens to investment analysis helps the investment manager evaluate these changes and their saliency to risk and return, especially on a forward-looking basis, as financial markets react.

The firm is committed to effective stewardship of the assets they manage on behalf of their clients. To them, good stewardship reflects responsible, active ownership. It encompasses both engaging with investee companies and voting proxies in a manner that they believe will maximize the long-term value of their investments, including a focus on important sustainability issues. As active owners and credit investors, the firm's stewardship efforts focus on achieving two outcomes:

- Improving corporate disclosures and transparency to benefit investment decision-making
- Driving improvement in corporate operating, financial, and sustainability performance to maximize long-term risk-adjusted returns for clients and provide value to other stakeholders more broadly

In simple terms, ESG integration is crucial to risk management and highlights important issues that may be mispriced. Combined with serving as responsible stewards of the assets Allspring manage, they believe ESG integration ultimately leads to better outcomes for their clients.

ESG Application for Fixed Income:

Allspring believe that ESG analysis helps improve their understanding of risk, and their analysts have long considered ESG issues as part of ex-ante fundamental credit research, especially governance issues and management quality. Allspring's Global Fixed Income Research (GFIR) team is at the heart of the fixed-income platform. Teams using credit research draw upon this resource to provide insight and analysis for a wide range of global issuers. The GFIR's rigorous, proprietary research incorporates a comprehensive analysis of quantitative and qualitative factors, including catalysts, drivers of change, ESG, and climate risk exposure and management of these risks through their in-house risk assessment framework, ESGiQ, and other processes.

Independent risk management:

As active managers, Allspring believes companies that perform poorly on material ESG issues demonstrate higher downside risk that is generally unrewarded in achieving long-term risk-adjusted returns. To empower their investment teams, Allspring Investment Analytics (IA) group incorporates ESG research and analysis into their independent risk management functions, providing proprietary tools and services that help portfolio managers more fully understand the ESG and climate risk profiles of investments.

Additional information on Allspring's approach to ESG and Sustainability can be found at [Sustainable Investing - Insights - Allspring Global Investments](#)

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AUTHORIZING THE UNIVERSITY TO PURSUE SHORT-TERM
LEASING FOR COPIERS**

- WHEREAS: The Kean University Act, N.J.S.A. 18A:64O-1 et seq. (the "Kean Act"), gives the Kean University Board of Trustees the power and authority to waive Public Advertising and Bidding in accordance with certain established standard operating rules and procedures for the purchase of equipment, materials, supplies, and services; and
- WHEREAS: The Kean Act allows the University to make purchases and contract for services through the use of nationally recognized and accepted cooperative purchasing agreements which result in cost savings; and
- WHEREAS: The University has identified an opportunity to secure short-term equipment leasing for its copiers; and
- WHEREAS: The University's Chief Financial Officer (CFO) and Chief Information Officer (CIO) recommend that the University pursue short-term leasing to support the procurement of copy machines at a cost savings from prior years; and
- WHEREAS: The CFO and CIO reviewed short-term leasing opportunities to support this project, and now recommend the University enter into a 48-month lease agreement with **Alltech Business Solutions** for \$31,111.01 per month for the cost of the equipment, maintenance and on-site technical support, plus print overages, using Sourcewell Contract #030321-SEC – Managed Print Services; now, therefore, be it
- RESOLVED: The Board of Trustees does hereby authorize the University to pursue short-term leasing of copiers, including maintenance and on-site technical support, with Alltech Business Solutions; and, be it further
- RESOLVED: The Board authorizes the President and/or his designee to execute and deliver any and all documents, including the Lease Agreement, and to take such other actions as may be necessary or appropriate, to execute this procurement.
- RESOLUTION
ADOPTED: September 16, 2024
- DULY
CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AMENDING RESOLUTION #22-03-07-2633 TO AUTHORIZE THE
PRESIDENT TO MAKE AMENDMENTS TO THE GRANT DOCUMENTS IN
CONNECTION WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION GRANT FOR ELECTRIC VEHICLES**

- WHEREAS: Kean University recognizes the environmental benefits of employing clean air transportation alternatives that will help reduce Co2 and other greenhouse gas pollution; and
- WHEREAS: Kean University is committed to modernizing University equipment to support sustainability; and
- WHEREAS: The Kean University Board of Trustees by public Resolution #22-03-07-2633 adopted in March 2022, among other things, accepted a grant from the New Jersey Department of Environmental Protection for the replacement of up to two diesel buses and three diesel trolleys with electric vehicles in an amount not less than \$0.00 and not more than \$1,950,000 w(the "Grant"); and
- WHEREAS: The University has found it necessary to request an extension of the work period and to modify the project associated with the Grant as a result of delays from the manufacturer on the delivery of the electric buses; and
- WHEREAS: The Kean University Board of Trustees wishes to amend Resolution #22-03-07-2633 and authorize the President to make and execute such amendments to the Grant documents that are necessary to effectuate the change in work period and project description; now, therefore, be it
- RESOLVED: That Resolution #22-03-07-2633 is hereby amended to authorize the Lamont O. Repollet, President, or his designee to make and execute the Grant documents, as well as any and all amendments to the Grant documents, and to take any such other actions as is deemed necessary in order to carry out their intended purposes and to comply with all applicable Federal, State, and municipal laws, rules, and regulations in their performance; and
- RESOLVED: The Board of Trustees authorizes and hereby agrees to match **0.00%** of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. Up to **0.00%** of the match

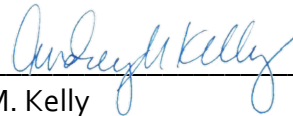
will be made up of in-kind services (if allowed by grant program requirements and the agreement).

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION ESTABLISHING NEW RATES AND LATE FEES FOR THE KEAN UNIVERSITY
CHILD CARE CENTER EFFECTIVE JANUARY 1, 2025**

- WHEREAS: Kean University, through its Child Care Center, provides daily and evening childcare for the children of faculty, administrators, and employees, and also provides childcare services for the children of its student body when those services are requested; and
- WHEREAS: The Kean Child Care Center also serves as a teaching center for Kean students pursuing early education and other relevant degrees; and
- WHEREAS: The Kean Child Care Center is desirous of continuing its programs and has determined that adjustments to some of its current rates are needed to continue to provide high-quality services; and
- WHEREAS: Management of the Child Care Center also requests the use of late pick up and late payment fees to address situations where persons are chronically late in picking up their child or paying for the childcare services they receive; and
- WHEREAS: The Kean Child Care Center's current rates remain well below market average and require adjustment to keep the facility and its programming sustainable and world-class; now, therefore, be it
- RESOLVED: The Kean University Board of Trustees approves the following **monthly** fee structures effective January 1, 2025:

<u>Student Fee</u>	<u>Effective January 1, 2025</u>
Full Time (5 days)*:	\$667
Student registration fees are \$50 for a full year (two academic semesters), or \$30 per semester.	

<u>Faculty/Staff/Alumni Fee</u>	<u>Effective January 1, 2025</u>
Full Time (5 days)*:	\$947
Faculty and Staff registration fee is \$75 annually.	

<u>Private Enrollee Fee</u>	<u>*Effective July 1, 2024</u>
Full Time (5 days)*:	\$1,275
Private registration fee is \$75 annually. This fee is already in effect.	

***Note:** for June, July and August, the full-time, 5-day rates cover just four days a week, Monday-Thursday.

and, be it further

RESOLVED: Families who register more than one child are entitled to a 10% discount on tuition for the second child; and, be it further

RESOLVED: The Board of Trustees authorizes the following evening care and late fees effective January 1, 2025:

Evening Care (4:15 p.m. to 7:45 p.m.)/Per Semester Rates/1 child

One (1) Night	\$295
Two (2) Nights	\$590
Three (3) Nights	\$885
Four (4) Nights	\$1,180

Evening Care/Monthly Fee

5 p.m. to 5:30 p.m.	\$35
5 p.m. to 6 p.m.	\$70
5 p.m. to 6:30 p.m.	\$105

Late Fees

Late Pick-up Fee	
Late Tuition Payments	

Per Occurrence

\$30 for 15 minutes late; \$1 for each additional minute late.
\$30

RESOLVED: The Board directs the President and/or his designee to effectuate the terms of this resolution in support of the Child Care Center operations.

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AUTHORIZING THE PRESIDENT TO CREATE THE LIVING ABROAD IN
WENZHOU SCHOLARSHIP FOR KEAN USA STUDENTS SEEKING TO STUDY
FOR A SEMESTER OR YEAR AT WENZHOU -KEAN UNIVERSITY (WKU)**

- WHEREAS: Today's global economy involves significant interdependence between the world's most influential countries that drives the worldwide economic environment; and
- WHEREAS: Students in higher education institutions around the world must learn how to manage and succeed in this global environment; and
- WHEREAS: The mission of Kean University is to provide all students with access to excellence in higher education by supporting, among other things, diverse opportunities to engage in global studies and global experiences; and
- WHEREAS: Kean University students, many of whom are the first in their families to attend college, desire to pursue study abroad opportunities at institutions around the globe but often are limited in these pursuits because the cost is prohibitive; and
- WHEREAS: Kean University is the only American public university to offer a full-service campus in China where students can study abroad in a fully English-speaking environment alongside students from across China and beyond; and
- WHEREAS: The WKU campus provides Kean USA students with a study abroad experience for the same cost as studying at our campuses in the United States, but can be less accessible for commuter students who have not budgeted to pay for campus housing; and
- WHEREAS: The University wishes to make the experience of study abroad more attainable for all Kean students by providing additional scholarships to support qualified students to seeking to experience a semester abroad at Wenzhou-Kean; and
- WHEREAS: The University has determined that funding is available to support a new scholarship to assist Kean USA students in their efforts to study abroad; now, therefore, be it
- RESOLVED: The Kean University Board of Trustees, approves this creation of living abroad in Wenzhou scholarship in an amount not to exceed \$6,000.00 per student;

and, be it further

RESOLVED: The Kean University Board of Trustees hereby authorizes the President or his designee to award such funds to students who meet the eligibility criteria required to participate in the Wenzhou-Kean student exchange program; and, be it further

RESOLVED: The Board of Trustees does hereby authorize the President and/or his designee to take any and all steps necessary to implement the scholarship program hereby authorized.

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

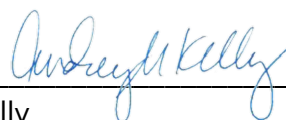
**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A COHORT TUITION RATE FOR
FY25 FOR OFF-SITE DELIVERY OF THE EDUCATIONAL LEADERSHIP PROGRAM (Ed.D) IN
CERTAIN SCHOOL DISTRICTS**

- WHEREAS: The Kean University Board of Trustees is responsible for establishing tuition and fees pursuant to the Higher Education Restructuring Act of 1994; and
- WHEREAS: The Kean University Board of Trustees must consider and act upon recommendations for the modification of tuition and fees; and
- WHEREAS: Kean University is committed to providing both opportunity and excellence to its student body by providing access to world-class faculty, facilities and services;
- WHEREAS: The Board of Trustees, in setting the tuition and fee rates, recognizes the University's ongoing commitment to keep the promise of higher education accessible to those who want and need it most; and
- WHEREAS: Kean university embraces its longstanding commitment to building the leadership skills of New Jersey's education workforce; and
- WHEREAS: Kean University recognizes the need to establish competitive tuition and fee rates and flexible modeling in order to attract students to its Educational Leadership (Ed.D) program; and
- WHEREAS: Numerous school districts in New Jersey have expressed interest in supporting cohorts of employees in the pursuit of an Ed.D. from Kean University through on-site teaching in their districts and at discounted tuition rates; now, therefore, be it
- RESOLVED: The Board of Trustees authorizes the University to finalize MOUs with NJ school districts interested in participating in this new initiative in FY25 Kean; and, be it further
- RESOLVED: The Board authorizes, for this initiative in particular, a 15% discount off the University's full tuition rate for the Ed.D. program in districts where a minimum of eight (8) employees per cohort pursue the Ed.D. program; and
- RESOLVED: The Board also authorizes the University to finalize the terms of these agreements to the benefit of both parties as it relates to the waiver of applications fees, customized curricula, on-site support services, and other matters as may be required for the successful implementation of the program; and, be it further

RESOLVED: The Kean University Board of Trustees directs the President and/or his designee to report back to the Finance and Audit Committees at the annual June budget meeting on the status of this program and its enrollment.

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR PROFESSIONAL CONSULTING SERVICES IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for contracts related to professional consulting services in FY25:

Professional Consulting
Cenergistic LLC

Not to Exceed
\$540,000

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR INFORMATION TECHNOLOGY IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for contracts related to information technology in FY25 unless otherwise noted:

<u>Info Technology</u>	<u>Not to Exceed</u>
Manhattan Telecommunications Corp.	\$360,000 (fy25-fy27 total)
Carahsoft Technology Corp.	\$200,000 (confirming)
Omnitza, Inc.	\$185,000

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR FOOD SERVICES AND SUPPLIES IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for contracts related to food services and supplies in FY25:

Food Services, Supplies

Tastefully Yours

Not to Exceed

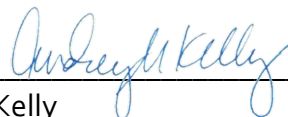
\$250,000

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR ENTERTAINMENT SERVICES IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for contracts related to entertainment services related to recruitment and Commencements in FY25:

<u>Entertainment</u>	<u>Not to Exceed</u>
Party Line Tent Rentals	\$175,000

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AUTHORIZING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR BANKING AND INVESTMENT SERVICES IN FYS25-27**

WHEREAS: The New Jersey State College Restructuring Act of 1994 delegates to the Boards of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding provided certain rules and regulations are followed; and

WHEREAS: The Kean University Board of Trustees has considered a number of appropriate requests for the Waiver of Public Advertising and Bidding related to certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the waiver of Public Advertising and Bidding for the following contract related to banking and investments services in FYS25-27:

Banking, Investment
AllSpring Global Investments

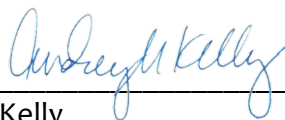
Not to Exceed
\$305,000 (fys 25-27 total)

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AUTHORIZING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR PROFESSIONAL SERVICES IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994 delegates to the Boards of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding provided certain rules and regulations are followed; and

WHEREAS: The Kean University Board of Trustees has considered a number of appropriate requests for the Waiver of Public Advertising and Bidding related to certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the waiver of Public Advertising and Bidding for the following contract related to professional services for the condominium association that include the STEM building and 1085 Morris Avenue in FY25:

Professional Services

Liberty Hall Corporate Center.
Condominium Association, Inc.

Not to Exceed

\$250,000

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024

Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION APPROVING THE WAIVER OF PUBLIC ADVERTISING AND BIDDING
FOR PROFESSIONAL CONSULTING SERVICES IN FY25**

WHEREAS: The New Jersey State College Restructuring Act of 1994, signed by Governor Whitman, delegates to the Board of Trustees of the state colleges and universities the authority to waive Public Advertising and Bidding within certain rules and regulations; and

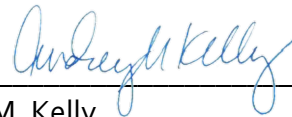
WHEREAS: The Kean University Board of Trustees has considered a number of requests for a Waiver of Public Advertising and Bidding for certain purchases, contracts and services; now, therefore, be it

RESOLVED: The Kean University Board of Trustees approves the following request for a waiver of Public Advertising and Bidding for contracts related to professional consulting services in FY25:

<u>Professional Consulting</u>	<u>Not to Exceed</u>
Winning Strategies Washington	\$125,000

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION ADVISING THE PUBLIC THAT THE KEAN UNIVERSITY
BOARD OF TRUSTEES WILL HOLD AN EXECUTIVE SESSION
MONDAY, SEPTEMBER 16, 2024 WHICH SHALL BE CLOSED TO THE PUBLIC**

WHEREAS: The Open Public Meetings Act allows certain matters to be reserved for discussion in a closed meeting; and

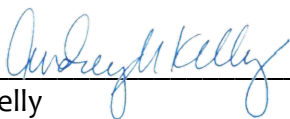
WHEREAS: The Board is required to advise the public in advance as to the subjects to be reserved for a closed meeting and when that discussion can be disclosed to the public; now, therefore, be it

RESOLVED: The Board of Trustees will hold an Executive Session which shall be closed to the public on Monday, September 16, 2024 to consider personnel matters, including those related to President Repollet's annual review, and other attorney-client privileged matters; and, be it further

RESOLVED: The minutes of these matters will be divulged at a point in time when the underlying reasons for confidentiality are no longer present.

RESOLUTION
ADOPTED: September 16, 2024

DULY
CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees

**KEAN UNIVERSITY
UNION, NEW JERSEY**

**RESOLUTION AUTHORIZING A NEW, FIVE-YEAR EMPLOYMENT CONTRACT WITH
UNIVERSITY PRESIDENT LAMONT O. REPOLLET, Ed.D.**

- WHEREAS: The Kean University Board of Trustees has been statutorily invested with the responsibility of appointing the president of Kean University, and assigning a salary and other benefits; and
- WHEREAS: Board Chair Steve Fastook and the Presidential Review Committee, in accordance with the bylaws, have conducted an annual review of the performance of President Repollet and engaged in discussions with the President on future strategic initiatives and objectives; and,
- WHEREAS: The Presidential Review Committee found President Repollet's leadership to date outstanding and both his personal accomplishments and the accomplishments of his administration, staff, and faculty to date remarkable. The committee recommends the full Board approve a new, five-year employment contract with Dr. Repollet that would extend his service as President until June 30, 2029; and
- WHEREAS: The Presidential Review Committee also recommends that the terms of the President's new contract be similar to those of his current contract, with certain modifications to salary, benefits and retention incentives; and
- WHEREAS: The Board of Trustees considered the recommendations of the Presidential Review Committee and met with President Repollet to discuss his performance and the details of his employment on Monday, September 16, 2024; and
- WHEREAS: The Board of Trustees concludes: Dr. Repollet's performance is indeed outstanding; his accomplishments have far exceeded goals set by the Board; and, that he should continue as President and be properly compensated for his work and strongly encouraged to continue in his capacity as President; now, therefore, be it
- RESOLVED: The Board determined the President should receive a new, five-year employment contract effective July 1, 2024 with a salary of \$675,000 effective FY25; a 25% bonus for his accomplishments in FY24; and, be awarded a portion of his current retention bonus; and, be it further
- RESOLVED: The remaining terms of his contract reflect his current agreement,

except for modifications related to the establishment of a new retention program using a split-dollar life insurance vehicle; now, therefore, be it

RESOLVED: The Board of Trustees unanimously approves the award of a new, five-year employment agreement with Dr. Lamont O. Repollet as president of Kean University; and, be it further

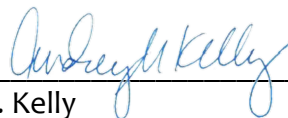
RESOLVED: The Board of Trustees directs Board Chair to take the steps necessary to finalize and execute the President's new contract to reflect the discussions of the Presidential Review Committee and the recommendations of the full Board of Trustees with regards to salary, benefits, retention plans and other considerations.

RESOLUTION

ADOPTED: September 16, 2024

DULY

CERTIFIED: September 16, 2024



Audrey M. Kelly
Executive Director to the Board of Trustees