

# **Student Handbook**

2020-2021

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## Introduction

The Benedictine University Student Handbook covers community-wide and individual student expectations and responsibilities. Failure to abide by these responsibilities and any University policies and procedures will be resolved through the Student Conduct Process. This process is as an educational tool required by the University to maintain a safe environment and instill individual responsibility.

In addition to the Student Handbook, the Academic Catalog and University website can be used as valuable resources to guide you through your Benedictine experience. The University reserves the right to amend this handbook at any time. Proposals to amend policies and procedures can be submitted to Dean of Students.

## Student Statement of Responsibilities – Student Code of Conduct

Benedictine University is a Catholic and an academic community dedicated to the advancement of learning and committed to a philosophy of mutual acceptance and respect. Benedictine is a community of people with distinct ethnic, racial, genders, cultural and religious backgrounds. We are also a community with a variety of roles: faculty, staff and student. Despite these differences, we are a community with a common interest in creating an environment which encourages the growth and development of all people. We understand that such an education consists of both classroom work and the full experience that university life can provide. To promote such a learning environment, the University requires each student to accept a Statement of Responsibilities and set of policies while a member of the Benedictine community at the Lisle campus, cohort off-site locations and online, or Mesa branch campus. Community members are also expected to observe all current local and county ordinances as well as federal and state laws.

The University attempts to establish a climate which encourages the assumption of responsibility by students for their individual and collective actions with minimum regulation. It shall be the responsibility of each student to comply with the appropriate standards of conduct and decorum befitting members of an educational community. A student attending a University-sponsored function off campus is subject to the same standards of conduct as those expected on campus. Any Benedictine University student who has violated criminal laws also may be subject to University proceedings. Violations of local, state or federal laws on campus may also result in the filing of criminal charges. Scholarship recipients who are found to be in violation of student conduct guidelines may be subject to loss of institutional scholarships.

We encourage students to develop an awareness and sensitivity to their environment by formulating and accepting a personal code which is compatible with the code of the community of which you are a member; that is, the Benedictine Community. This means you must analyze your motives and impulses, discover new freedoms and understand the limitations of those freedoms as a community member. When a student becomes a member of the Benedictine University community, that student agrees to abide by all University policies and accept four main responsibilities: one's education to self, colleagues and community, and to the University. The following sections detail responsible activities and list actions that are prohibited by University policy.

### I. Responsibility to One's Education

To ensure a comprehensive and authentic education, the student is responsible for planning their academic program, for continuing progress in said program, and for pursuing academic excellence with honesty and integrity. Academic Advisors and Faculty Advisors are available to assist the student with program planning and academic achievement. The student is accountable for meeting course, degree and graduation requirements. Academic excellence cannot be achieved if one misrepresents the work of others as their own. While the University encourages students to assist one another (e.g. tutoring; group projects), the individual student is accountable for meeting the requirements of their courses and programs. Academic policies and procedures related to academic courses and programs can be found in both Undergraduate and Graduate Catalogs.

### II. Responsibility to Ourselves

One must treat oneself with respect to fully engage in the pursuit of an education. This means many things, but such self-respect is a fundamental commitment to personal integrity and individual wellness. Those who are committed to personal integrity show a willingness to be held accountable for their own actions. They conduct themselves honestly, thoughtfully and consistently within the values of the community. In addition, they strive for comprehensive personal health. In doing so, they avoid practices which harm the body and the mind such as excessive consumption of alcohol or the recreational use of drugs. They endeavor to develop self-esteem and feel called to live in ways that exhibit leadership, ethics and values. All students are required to pursue their academic studies to the best of their abilities. Students may lose privileges (on-campus housing, parking, etc.) if they do not maintain their commitment to their coursework. The following includes specific student conduct prohibited by the University:

- A. All forms of dishonesty, including cheating, plagiarism, knowingly furnishing false information to the institution, forgery, and alterations or use of institutional documents or instruments of identification with the intent to defraud are prohibited. Required papers may be submitted for review to detection plagiarism.
- B. Misuse of alcohol and tobacco products. The legal age for the possession and use of all alcoholic beverages in Illinois is 21. Fraudulent identification for the purpose of acquiring alcoholic beverages and/or purchasing such beverages for minors is a violation of state and local law. The campus is tobacco-free. Please refer to Alcohol and Drug Policy <http://www.ben.edu/about/upload/Benedictine-University-Alcohol-and-Drug-Policy.pdf>.
- C. Unauthorized gambling is not permitted on University grounds, in residence halls, apartments or at official functions of student organizations.
- D. Possession, use or sale of controlled substances or drug paraphernalia is not permitted. Benedictine University has an obligation to uphold federal, state and local laws with regard to the possession and use of drugs. The University reserves the right to view each case of drug-related activity individually, to include the kind of drug and level of involvement to determine the criteria for the University's response Please refer to Alcohol and Drug Policy <http://www.ben.edu/about/upload/Benedictine-University-Alcohol-and-Drug-Policy.pdf>.
- E. According to the University's fire safety action plan, failing to leave the building in which a fire alarm is activated immediately may result in the issuance of a civil citation.

### III. Responsibility to Colleagues and Community

One must treat other members of the University with respect to allow them to fully engage in the pursuit of their own education. This involves a commitment to refrain from harmful conduct, and engage in conduct that makes the community a better place for all to live and learn. Only the individual can accept the duty to act affirmatively. The University is committed to creating an environment that encourages such a duty, and has established the following prohibited conduct concerning classmates and other members of the community:

- A. Actual physical harm or the threat of confrontation to harm any person is prohibited. This includes physical conflict, lethal and less-than-lethal use or possession of weapons/ammunition. Please refer to Hate Crime Policy, Student Sexual Misconduct Policy and Procedure and Discriminatory Harassment and Sexual Harassment Policy, Title IX Policy

- B. Hazing of any person by a campus organization or another person is prohibited. Benedictine University prohibits conduct by an individual, organization or group affiliated with the University that is in violation of the Illinois Hazing Act, or any hazing activity which threatens a person's rights of self-respect, which disrupts community life, or which encourages the violation of local, state or federal law, or Benedictine University Policies and Procedures.
- C. Discriminatory harassment to any person on University premises or at University-sponsored functions is prohibited. Please refer to Non-Discrimination Policy on Page, Title IX Policy,
- D. Promotion of self-inflicted activities on the Internet, including harming others and underage drinking, is prohibited.
- E. Failure to comply with directions of University officials acting in performance of their duties is prohibited.
- F. Community members may not engage in conduct unbecoming of a Benedictine University student.

#### IV. Responsibility to the University

To assist the University in offering the finest education possible, one must treat the University campus and its resources with respect. Such respect involves stewardship of community assets through responsible use, as well as refraining from damaging or misusing University facilities and resources. The following is prohibited:

- A. Disruption of the University community or obstruction of teaching, research, administration, disciplinary proceedings or other institutional activities.
- B. Knowingly making false statements or knowingly submitting false information during a Grievance Process
- C. Theft from or damage to University property or the property of a member of the University community.
- D. Acts of vandalism or malicious defacement of property, or the property of the University community, the computer network/university's website and safety and/or fire equipment on campus. Please refer to Responsible Use of University Technology Resources Policy
- E. Unauthorized possession or use of campus keys, access cards or identification cards. Every student must ensure that they have their Bencard at all times and that the card has the correct information and is valid while the student is at the University.
- F. Violation of published University regulations including those relating to entry and use of University facilities, and any other regulations, which may from time to time be enacted.
- G. Violation of Policies and Procedures applied by University Departments.

- H. Violation of local, state or federal laws.
- I. Non-payment of Student Accounts

### Alcohol Policy

Abide by current local ordinances, state law and University policies. Students should be aware whether possession of alcohol occurs inside or outside the University, legal sanctions under applicable law for unlawful possession and/or consumption of alcoholic beverages may include fines or imprisonment.

Alcohol education programs are conducted routinely at Benedictine University. Students experiencing difficulties with alcohol or drug use are encouraged to talk with a staff member in the Counseling Center, Health Services, the Dean of Students, or other members of the University staff.

### Drug Free Campus/Workplace Policy

The use, possession or distribution of any drug, including marijuana, or drug paraphernalia on any University property or as part of a University sponsored activity, in violation of the law is strictly prohibited. Anyone violating the law may be turned over to civil authorities for prosecution and will be subject to all of the University's disciplinary procedures. Students should not be in a room where drugs or drug paraphernalia are present. The federal law prohibits the possession and/or distribution of illicit drugs and any student suspected of breaking the law will be subject to University review and sanction. Criminal penalties include fines, imprisonment and, in certain cases, the seizure and forfeiture of the violator's property. In addition, federal and other forms of financial aid may be forfeited.

### Tobacco-Free at Benedictine University

Effective August 1, 2017, the Benedictine University Smoking/Tobacco Policy is changed in consideration of the health risks to community members, environmental impact and community member feedback with the prohibition of tobacco products, smoking and vaping use.

Our community members and guests would abide by the policy in consideration of the following guidelines:

In a kind and courteous manner, each community member will be responsible to remind individuals of the University policy. This policy will be enforced like any other student conduct/employee violation.

Individuals desiring to smoke may do so in their car.

Announcements of cessation programs for employees and students will announced on a regular basis

### Non-Discrimination Policy

In administering its affairs, Benedictine University does not discriminate against any person on the basis of race, creed, color, national or ethnic origin, sex, age, disability, military or veteran status, marital status, citizenship, or any other characteristic protected by applicable law. The laws applicable to Benedictine University include constitutional and statutory protections of the University's rights as a religiously sponsored institution.

Benedictine University does not discriminate in its admissions or educational policies, programs or activities; scholarship and loan programs; athletic and other University administered programs or employment practices on the basis of age, religion, sex, disabilities, race, color, national ethnic origin, or any other legally protected characteristic. In addition to meeting non-discrimination obligations under federal and state laws, Benedictine University is committed to maintaining a community in which a diverse population can live and work in an atmosphere of tolerance, civility and mutual respect for the rights and sensibilities of each individual, regardless of economic status, ethnic background, political views or other personal characteristics and beliefs.

The University is also committed to providing all of its students, faculty, staff and visitors with reasonable access to its programs, events and facilities. To this end, and in compliance with the Americans with Disabilities Act of 1990, the University has made and continues to make modifications to its facilities and programs to provide access for individuals with disabilities. If a person believes they have been a victim of discrimination or harassment or for further information and assistance, they may contact the Vice President for the Office of Student Life.

Benedictine University's Non-Discrimination Policies Of particular interest are the following:

Equal Opportunity: Benedictine University supports the principles of equal opportunity for employment to all qualified persons without regard to race, gender, religion, color, national origin, age or other legally protected characteristics. Inquiries regarding

compliance may be directed to the University's Office of Personnel Resources or to the director of the Offices for Civil Rights at the U.S. Department of Education.

### Title IX Statement

It is the policy of Benedictine University to comply with Title IX of the Education Amendments of 1972, which prohibits discrimination based on sex (including sexual harassment and sexual violence) in the University's educational program or activity, employment, and admissions. Title IX also prohibits retaliation for asserting or otherwise participating in or refusing to participate in the investigation of claims of sex discrimination. If you have any questions contact Dr. Tammy Sarver, Title IX Coordinator, Scholl Hall 228L; 630-829-6473; (tsarver@ben.edu), or in Arizona, Dr. Julie Cowgill, Gillett Hall 230; 480-878-6703; (jcowgill@ben.edu), Deputy Title IX Coordinator. The full text of the Title IX Policy and additional information about reporting sexual harassment on campus and Title IX can be found at [www.ben.edu/compliance/title-ix.cfm](http://www.ben.edu/compliance/title-ix.cfm).

Accommodation Services: Benedictine University is dedicated to creating an accessible environment through reasonable and appropriate accommodations for students with disabilities. Students with a disability are encouraged to seek assistance with staff in the Academic and Career Enrichment Center. Special accommodation services are available for students with disabilities on a case-by-case basis, provided that documentation from a properly licensed clinician supports the accommodation. Students eligible under the Americans with Disabilities Act (1990) and/or Section 504 of the Rehabilitation Act (1973) and/or state law, whose disability interferes with a major life activity, are urged to self identify so that the process for receiving assistance can begin as soon as possible. Commonly granted accommodations include the following:

Extended time for testing in a quiet test environment

Designated note-taker in class

Modified or enlarged classroom/reading materials

Books in alternate formats

Preferential classroom seating

Students with questions or in need of special academic or housing accommodations should stop by the Academic and Career Enrichment Center to arrange proper documentation for equal access to educational and campus services.



## Hate Crime Policy

A hate crime is classified by law as a felony offense and is in direct violation of the University's nondiscriminatory policies. Therefore, the University, in addition to processing hate crimes in accordance with the law, may simultaneously proceed with internal investigatory and disciplinary processes as defined by the Handbook. A person commits (a) hate crime(s) when by reason of the actual or perceived race, religion, gender, sexual orientation, ethnicity, disability or natural origin of another individual or group of individuals. In addition, if larceny-theft, simple assault, intimidation, and/or destruction/damage/vandalism of property are committed as a direct result of the perpetrator's bias against the victim, the person who committed the act is in direct violation of the University's policies.

A person who has been a victim of a hate crime may report the crime to the Benedictine University Police Department (630) 829-6122, a residence hall staff member, the Dean of Students, Student Health Services, Counseling Center or an outside community agency. Those who report a hate crime will be advised of the importance of preserving evidence which may be necessary to provide proof for prosecution. The University will provide support services for anyone who has been a victims of a hate crimes. Staff will serve in an advocacy role and help refer individuals for appropriate medical, police, and counseling assistance.

## Sexual Misconduct Policy

One of Benedictine's stated goals is to maintain an environment that is healthy and safe. Sexual misconduct is not consistent with this goal and the University is committed to providing a living and learning environment that is free of such misconduct. It is the University's policy that acts of sexual misconduct will not be tolerated. For purposes of this policy, "sexual misconduct" is defined as any attempted or actual act of non-consensual or forcible sexual touching. This would include, but is not limited to, fondling, kissing, groping, attempted intercourse (whether oral, anal or genital), penetration or attempted penetration with a digit or any other object. "Consent" requires speech or conduct indicating a freely given, uncoerced agreement to engage in sexual contact. Consent may not be inferred from silence or passivity alone and a current or previous relationship is not sufficient to constitute consent. Consent may be withdrawn at any time prior to a specific sexual act by either person. To be valid, the person giving consent must be physically and mentally able to: understand the circumstances and

implication of the sexual act; be able to make a reasoned decision concerning the sexual act; and able to communicate that decision in an unambiguous manner.

There are a number of factors which may limit or negate a person's ability to consent to a sexual act. These include impairment due to the influence of alcohol or drugs (illegal or prescription), a person's mental or physical impairment of which the other person is aware or should reasonably have been aware, unconsciousness, fear or coercion.

Persons accused of sexual misconduct will be subject to disciplinary action in accordance with Benedictine University's policies and procedures for student conduct; and may be subject to the University's Title IX grievance process. At the discretion of the University, persons accused of sexual misconduct may be immediately suspended or restricted from campus pending final disposition of any disciplinary proceedings. Individuals found to have committed sexual misconduct will be subject to sanctions, up to and including dismissal from the University.

In addition to student disciplinary action, persons accused of sexual misconduct may be subject to criminal prosecution by the law enforcement agency with appropriate jurisdiction in that case. In the course of a criminal investigation or prosecution, Benedictine may choose or may be required to provide information and records related to its disciplinary proceedings involving the same act. However, Benedictine's student disciplinary process is independent of and not dependent upon any criminal process. The decision to prosecute or not prosecute and the ultimate outcome of any criminal proceedings do not affect or influence the University's student conduct proceedings.

A person who has been a victim of sexual assault may report the crime to the Lisle Police Department (911), the Benedictine University Police at (630) 829-6666, Dr. Tammy Sarver, Title IX Coordinator, Scholl Hall 228L; 630-829-6473; (tsarver@ben.edu), or in Arizona, Dr. Julie Cowgill, Gillett Hall 230; 480-878-6703; (jcowgill@ben.edu), Deputy Title IX Coordinator; a residence hall staff member, the Dean of Students, the health/counseling office or an outside community agency such as the DuPage Women Against Rape Hotline at (630) 971-3927. Benedictine University provides support services for persons who have been victims of sexual assault. Staff will serve in an advocacy role and help refer individuals for appropriate medical, law enforcement, judicial and counseling assistance. Upon request, assistance will be provided in changing academic schedules and living arrangements.

Even if a victim decides not to file criminal charges with the police, it is recommended that the individual contact a University or community resource for support. Victims are entitled to confidential services either on or off campus whether or not charges are pressed. Resources both on campus and in the community are:

## Discriminatory Harassment and Sexual Harassment Policy

We are all responsible for creating an environment where we are treated with respect and dignity. Sometimes behavior that seems acceptable to you may be offensive to others. Any harassment or false accusations of harassment, of or by employees or students, is not acceptable. Benedictine University prohibits harassment on the basis of sex, race, religion, age, national origin, disability, sexual orientation, or membership in any other group protected by law, including the following behaviors:

Unsolicited remarks, gestures, or physical contact; display or circulation of written material or pictures that are negative or offensive to gender or to racial, ethnic, religious or other groups protected by law;

Unwelcome sexual advances, request for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where submission to such conduct is made either explicitly or implicitly a term or condition of employment or academic advancement or status, or the basis for employment-related decisions affecting the employee or decisions affecting the individual's academic advancement or status; or

Conduct that has the purpose or effect of interfering with an employee's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.

Harassment of any sort is a serious breach of University policy. The University will take prompt and appropriate corrective action, up to and including termination of employment, expulsion and/or other sanctions against anyone who engages in harassment. If you believe you have been the subject of harassment (or a violation of the University's Equal Employment Opportunity policy), report the alleged conduct immediately to the Dean of Students, Human Resource Office, the compliance officer, or any other senior University official. Benedictine University prohibits any form of retaliation against any employee or student for filing a complaint or for assisting in a complaint investigation.

Students are encouraged to report all incidents of sexual harassment to the University's Title IX Coordinator, Dr. Tammy Sarver, Professor, Benedictine University Title IX Coordinator, (630) 829-6473, [tsarver@ben.edu](mailto:tsarver@ben.edu); or Dr Julie Cowgill, Professor, Benedictine University Deputy Title IX Coordinator, [jcowgill@ben.edu](mailto:jcowgill@ben.edu).

## Responsible Use of University Technology Resources Policy

The Office of Information Technology maintains a policy <https://www.ben.edu/information-technology/upload/Acceptable-Use-of-Technology-Resources.pdf> for the responsible use of technology resources for all members of the campus community. This document provides guidance on the use of technology at the University, including your responsibility to abide by all laws in your use of technology, including copyright and other laws protecting intellectual property.

Students should be aware of the basics of Internet etiquette in communicating via text, chat room, online or email. Your behavior will be evaluated online as if you would demonstrate in person. Know that when you are in cyberspace, respect other people's time and bandwidth, use appropriate upper and lowercase punctuation, and respect another people's privacy.

Email is the official method of communication for students at Benedictine University. Students are expected to read and respond, when required, to all official Benedictine University email. It is recommended that students check their Benedictine University email accounts daily. Please note that some faculty may, based on course requirements, require students to check their Benedictine University email accounts at designated times.

Students who redirect (auto forward) messages sent to their official Benedictine University email accounts to another email account (such as Gmail, Hotmail, etc...) do so at their own risk. Email that is lost as a result of redirection does not absolve the student from their responsibilities associated with communications sent to their official Benedictine University email account. Benedictine University is not responsible for the handling of email by outside vendors or unofficial servers. The Benedictine University assigned email address will be the address used by Benedictine University faculty and staff to communicate with students.

## Freedom of Expression Policy

In its role as an academic institution, Benedictine is committed to an environment in which a variety of ideas can be reasonably proposed and critically examined. The University community recognizes that the freedom of inquiry and expression may produce conflicts of beliefs, and proposals for action. It is the responsibility of all

members of the University community to maintain channels of communication which will foster a favorable climate for the freedom of expression to thrive.

Implicit in this freedom and with regard for the common purposes of the institution is the right to dissent and demonstrate in a peaceful and non-disruptive manner without unreasonable obstruction or hindrance. The University expects those who enjoy these freedoms to also accept responsibility for order and discipline. Permissible speech does not include unlawful activity, activity that threatens or endangers the safety of any member of the community, destruction of property or obstruction of the normal operations of the University and will not be tolerated.

### Insurance Policy

In the event of loss or damage to your personal property while working, residing or visiting at Benedictine University, the Business Office can issue a statement, should you wish to file a claim against your personal insurance policy. The University is not responsible for any personal property loss.

In order to have the statement prepared, the damage or loss should be reported to University Police as soon as possible. A copy of the University Police report should be brought to the Business Office with a note indicating the name and address of your insurance carrier and your address. Our statement will be prepared and mailed to you for attachment to your claim.

### Residence Life Policies and Procedures

The Benedictine University Housing Agreement is contained within the online housing application. By completing an application for housing, a student is made aware of the terms and conditions associated with residential living, and the student provides consent to the terms and conditions as part of that process. The following terms regarding residents and their rooms should be emphasized:

### Students' Rights

Since a residence hall is made up of a group of individuals in a "living-learning environment," each person possesses certain rights that must be held in high regard. Mutual respect and consideration coupled with an awareness of and a sensitivity to the needs of other individuals must be the standard for group living. This statement is intended to suggest minimal expectations of rights of hall residents, in actualizing their freedom, without placing constraints upon such rights of other residents. The following is offered as a framework for discussion and consideration:

The Right: To read, study and/or sleep free from undue interference in or around one's room.

The Right: To recreation in or around the residence hall and apartments.

The Right: To personal privacy.

The Right: To a physical environment that is clean, healthy, safe and orderly.

The Right: To recourse according to prescribed judicial procedures against anyone who unduly infringes upon one's rights or property.

The Right: To participate in the process of self-governance, i.e., through the Student Senate.

### Students' Responsibilities

In line with any other system of rights is the responsibility, then, to not infringe and violate others' rights. Thus, in accordance with the aforementioned rights, come the following responsibilities:

The Responsibility: To control noise and other distractions that inhibit the exercise of study or sleep by another person.

The Responsibility: To modify recreation so that it does not interfere with the rights and safety of others in or around the residence halls and apartments.

The Responsibility: To respect the personal privacy of others in the residence halls and apartments. To also recognize and respect the personal privacy of roommate(s).

The Responsibility: To assist in the keeping of the University environment clean, healthy, safe and orderly.

The Responsibility: To conduct oneself in a manner that does not infringe on the rights of others.

The Responsibility: To be active in the process of self-governance and to ensure voicing of one's opinion or ideas.

### Housing and Meal Plan Refund Policy

Balance of housing and meal plan fees per semester, upon withdrawal from housing:

100 percent refund prior to the first day of classes

90 percent refund during the first week of classes

75 percent refund during the second week of classes

50 percent refund during the third week of classes

25 percent refund during the fourth week of classes

No refund after the fourth week of classes

Telecommunication fee is non-refundable

Students who sign up for housing after the fourth week of school will be prorated for housing and meal plan. No refund given upon withdrawal from housing.

Other Housing Charges:

Room changes are subject to a fee after the fourth week of classes. The fees are \$100 for Founders' Woods apartment rooms and \$50 for residence hall rooms. Room changes are only permitted on the dates specified by the Office of Residence Life.

A cancellation fee will be charged if a resident requests an exemption from their housing contract. The fees are \$300 for Founders' Woods apartment rooms and \$200 for residence hall rooms.

Failure to complete a Room Condition Form at the beginning of every academic year by the specified due date will result in a \$50 fee.

### Student ID

The BenCard plays an integral role in the safety and security of students who live on-campus. Each BenCard allows students access to their residence hall only. Students are responsible for their BenCard. Loaning a BenCard out to another student is strictly prohibited as this may compromise the safety of other students. Students who share their BenCard with others may face severe sanctions. If a student loses their BenCard, they are responsible for contacting University Police to deactivate their BenCard and purchasing a new one for \$50.

### Residence Life Staff Support and Room Condition

Residence Life staff members are available to check residents into their rooms. Along with receiving keys, residents are required to complete a Key Card, Emergency Contact Card and Room Condition Form, returning all by a specified date. (This involves reviewing the room and noting on the form any details regarding the condition of the room. It is important to fill out the form thoroughly, as the resident may be held responsible for any damage other than normal wear and tear not recorded

on the check-in portion of the form.) Failure to do so will result in a \$50 fine and the resident will be financially responsible for any damages discovered in their room at the time of check-out. The resident is responsible for the room and its contents. Signing the Room Condition Form indicates that the resident agrees with the information recorded. This responsibility for the room extends to any damage resulting from a guest or carelessness on the part of the resident; such as leaving the room unlocked and unattended.

### Move-Out Procedure

When a student moves out of a room in Founders' Woods or one of the residence halls, (either at the end or in the middle of a term) a check-out appointment must be made with your resident assistant to complete the check-out section of the room condition report. Again, the resident indicates agreement with the information listed on the form by signing the check-out line. Keys should not be left with another student. At the end of the academic year, each student must check-out within 48 hours of their last final exam. Students must have all of their belongings removed from the room prior to the scheduled check-out appointment with the resident assistant. Failure to observe check-out procedures will result in a \$50 fine. Students who have withdrawn from the University or who have been asked to leave for disciplinary reasons must follow proper check-out procedures and leave within 48 hours (or earlier, if specified).

### Break Periods

Only Founders' Woods residents are permitted to stay in their assigned apartments during Thanksgiving, holidays and winter and spring breaks. Residents are expected to abide by all University and residence hall policies, as well as state and federal laws.

### Occupancy

Although the Office of Residence Life will work to accommodate students' requests for specific rooms, only an approved housing contract can assure a student's space in a residence hall. The Office of Residence Life reserves the right to move any student (if needed) to a different, but comparable space.

### Temporary Housing Assignment

Role of Residence Life and Facilities Management



When maintenance, repairs and/or health and safety issues require the temporary relocation of a student, the University, through the Offices of Residence Life and Facilities Management, will make every effort to do the following:

Provide the student with a Statement of Student Rights and Responsibilities During a Temporary Housing Assignment.

Identify temporary housing that is substantially similar to that which the student has been regularly assigned and for which the student has been billed. For purposes of this policy, substantially similar refers to “a comparable room or apartment located within the residential community to which the resident is assigned that is of a similar size and containing similar amenities as the regularly assigned space.” If more than one substantially similar location is available at the time of the event, the student will be presented all available options.

Communicate an anticipated work plan that includes an estimated time for the completion of the maintenance work or repair, based upon the information available at the time of the communication.

Notify the student when the relocation must be completed to facilitate the maintenance work or repair.

Offer the student assistance in moving personal articles to the temporary location.

Provide ongoing communication as to the progress of the work project and the identification of the day and time when the student can return to his/her assigned space.

Ensure that the area impacted by the maintenance or repair is in a clean and safe condition upon the student’s return.

If the University is able to provide a substantially similar space on campus for circumstances covered by the Temporary Housing Agreement, no form of compensation, billing adjustment, inconvenience fee or other benefit will be provided to the student.

When Substantially Similar Housing is Not Available:

If the University is unable to identify substantially similar space that is available at the time of the necessary repair, one or more of the following courses of action will be discussed with the resident:

If available, the student may be offered an upgraded temporary location at the same rate as the student’s regular assignment. For example:

If an Ondrak Hall resident cannot be accommodated in another space within the facility, but there is space available in an apartment in Founders' Woods, the resident may be offered a temporary assignment to the available apartment.

If a resident of a four-bedroom apartment cannot be accommodated in another four-bedroom unit, but space is available in a two-bedroom apartment, the student may be offered a temporary assignment in that space, provided that no more than two students reside in the unit at that time.

If the only space available in campus housing at the time of the displacement is considered a downgrade from the student's assigned space, the student will be offered a temporary assignment in that space with a reduction in billing to reflect the rate difference for the period of the temporary relocation, or as close as such an arrangement can be made. For example:

A resident of Founders' Woods cannot be accommodated in another apartment within the Founders' Woods community, but is accommodated in Ondrak Hall for a period of five days. A billing adjustment would be made to reflect the difference in cost between the per diem Founders' Woods rate and the double occupancy rate of Ondrak Hall for five days.

Residents of a four-bedroom apartment in Founders' Woods are temporarily accommodated with double occupancy in a two-bedroom apartment for seven days. A billing adjustment would be made,

In cases where a student may be temporarily relocated from an apartment with kitchen facilities to a residence hall where no meal preparation facilities are available, the University may provide the student with additional meals through Dining Services at the rate of two meals per day. No additional adjustments will be made to the student's account.

If the University is unable to accommodate a student anywhere in campus housing due to unavailability of gender-appropriate facilities, the student may be offered a room at a local hotel for a time period associated with the repair. The arrangements and cost of the room will be covered by the University. The period of the hotel stay will be evaluated based upon facts and circumstances of the repair. The University may provide the student with additional meals through Dining Services at the rate of two meals per day. If the hotel provides courtesy transportation, the University will assist students in working with the hotel to arrange for reasonable transportation accommodations. However, the University will not reimburse a student for the cost of mileage for travel between the University and the hotel during the stay, meals served at the hotel or

incidental expenses (including room service, mini bar expenses, pay-per-view movies or personal services) that are not included in the regular room rate.

Note: The University reserves the right to identify options other than those listed above as circumstances merit.

#### Student Refusal of Housing Options:

The duty of the University is to provide a substantially similar housing arrangement or provide an alternative option in the event that substantially similar housing is not available. If a student is offered a temporary housing accommodation, but either denies the options offered or states a preference to commute from home or make an alternative housing arrangement, the student may not request and will not be provided any form of compensation in exchange for denying the temporary housing assignment.

#### Student Appeals:

Only students who have been directly impacted by the provisions of this policy may submit an appeal of any term or condition specified herein. Appeals must be submitted in writing to the Financial Appeals Committee at [FinancialAppealsCommittee@ben.edu](mailto:FinancialAppealsCommittee@ben.edu). The University will proceed with completing required maintenance or repairs regardless of the student's intention to appeal.

#### Statement of Student Rights and Responsibilities During Temporary Housing Assignment

The University maintains the right to temporarily relocate residents for the purpose of conducting maintenance, repairs or in instances where health and safety issues require temporary relocation. When a temporary relocation is necessary, however, the University is committed to minimizing the impact of the relocation.

#### Student's Rights

The student has the right to know the nature of the issue that serves as the basis of the relocation. That information may be conveyed either verbally or in writing by either Facilities Management or the Office of Residence Life.

The student has the right to receive an estimated work plan prior to vacating his/her assigned space, either verbally or in writing, which provides a known scope of work and a projected completion date. The work plan is intended as an estimate only; the scope of work and projected completion date may be modified as the work commences and more information is gained.

The student has the right to a substantially similar temporary housing assignment or to an alternative space in the event that a substantially similar space is not available, according to the *Policy on Temporary Housing Relocation due to Maintenance, Repair or Health and Safety Issues*. For purposes of this statement, the terms and conditions of that policy are incorporated into this provision.

The student has the right to assistance in moving personal items to the temporary housing location. Students wishing to exercise that right should speak to a Resident Assistant or a member of the Residence Life staff.

The student has the right to ongoing communication about the progress of work being done on his/her assigned space, including notification of any adjustments to the estimated timeframe for the student to be able to return to his/her space.

The student has the right to return to his/her assigned space in a reasonable timeframe after the work has been completed. The student also has the right to return to a space where the area subject to the maintenance or repair work has been amply cleared of debris and is in a clean and functional condition.

#### Student Responsibilities

The student is responsible for relocating to a temporary housing assignment no later than the instructions provided by the Office of Residence Life.

In the event that the student is requested to temporarily submit his/her key to Residence Life, the student will do so by the stated date and time.

The student is responsible for either taking items of value to the temporary location or securing them safely in a locked space that is not involved in the scope of the required work.

The student is responsible for following any and all verbal or written instructions that apply during the completion of the maintenance or repair. These may include:

Requiring the student not to enter the space during the repair process unless accompanied by a member of University Police and/or Residence Life staff.

Refraining from interfering with the maintenance or repair work being conducted in any way.

Acknowledging receipt of any updates or other information provided by Facilities Management or Residence Life.

The student is responsible for returning the key to the temporary space to the Office of Residence Life in a timeframe that the office indicates.

The student is responsible for promptly reporting any problems or concerns associated with maintenance work or repair observed or experienced upon moving back to the assigned location.

## Student Grievance

Students who feel that a University staff member or someone performing work under supervision of a staff member has unnecessarily or inappropriately entered or accessed their assigned space should notify their Resident Assistant or a member of the Residence Life staff or they may complete an official Student Complaint Form.

## Eligibility for Housing

Only full-time students (at least 12 credit hours for undergraduates and 6 credit hours for graduates) at Benedictine University may live in campus housing. Students may be denied housing for appropriate reasons as determined by the Office of Residence Life.

## Room Changes

Occasionally, there are instances when roommates come in conflict with one another. When this occurs, Residence Life staff members will help students work through their difficulties and explore solutions such as mediation, compromise or roommate agreements. Students must first approach their resident assistant to mediate the conflict before any other option is considered. If no solution is reached after extensive effort on the part of the roommates and staff, a room change may be considered. All room changes are handled by the Office of Residence Life.

Room changes cannot take place until after the two-week freeze period at the beginning of the semester. Unauthorized room changes (for any reason) will result in a fine of \$100 (for Founders' Woods residents) or \$50 (for residence hall residents) and will require students to move back into their original rooms. Room changes based upon race, color, age, religion, sexual orientation, national origin or disability will not be approved. Room changes after the fourth week of the semester are subject to a fee of \$100 (for Founders' Woods residents) and a \$50 (for residence hall residents).

## Injury or Illness

Any accidents occurring in the residence halls resulting in injury should be reported to the resident assistant or the area coordinator who, depending on the circumstances,

may help the injured person(s) obtain medical treatment and notify appropriate family and/or University personnel. An accident report will be filled out by the University agent. Any medical emergencies or extended illnesses should also be reported to the Office of Residence Life. Arrangements for students who are confined to their room to receive a sick tray may be made with the Director of Dining Services. Residents are ultimately responsible for their own health care.

### Locks and Keys

Upon check-in, all residents are issued a room key which locks the resident's main door and bedroom door. They will also receive a mailbox key. A charge will be assessed if the keys are lost or not returned at the announced deadline. Residents must notify Residence Life staff within 48 hours of losing their keys. A resident's check-out will not be considered complete until the key is returned. Duplicate keys are not permitted and will result in disciplinary action. Legal action may also be taken against the vendor who provides the duplicate key.

If a student is locked out of their room, Benedictine University Police can access a master key to open the room. Resident identification is required and there will be a charge for this service. Unauthorized locks may not be placed on room doors. Any change or addition of locks must be performed by Facilities Management and Planning and have prior authorization by the appropriate University personnel.

### Noncompliance

Students must comply with orders from University personnel at all times. Failure to do so will result in the violation of the noncompliance policy and any suspected violations involved with noncompliance.

### Theft

Always lock your room and apartment door before sleeping or whenever you leave your room or apartment (even for a brief period of time) to keep your personal belongings safe and protected.

Any theft (even minor theft) should be reported promptly to a Residence Life staff member and/or Benedictine University Police.

### Annoying or Harassing Phone Calls

Any calls of an obscene or nuisance nature should be reported to Residence Life staff. The Office of Residence Life, with the assistance of Benedictine University Police, can

arrange to have incoming calls screened as they come in. If the calls persist or are threatening, Benedictine University Police may intervene.

### Room Furnishings

All room furnishings (furniture including, but not limited to, beds, tables, desks, chairs and couches) provided by the University must remain in the residents' assigned room. Beds are provided by the University. Lofts are not permitted. Pressure system bunk beds may not be used. Waterbeds are not permitted in resident rooms due to the possibility of damage from leaks or flooding. If any furniture is removed from the apartment or is missing, damaged or placed out on apartment balconies, the resident will be charged for the entire piece of furniture.

### Pets, Service Animals and Emotional Support Animals

Other than aquarium fish, pets are not allowed to visit or reside in University residence halls or Founders' Woods apartments because of health and nuisance problems. Fish aquariums may not exceed 10 gallons. If any unauthorized pets are found and/or are not removed, a resident may be subject to a fine and/or disciplinary action.

If students require a Emotional Support Animal they will need to abide by the Service and Emotional Support Animal Housing Policy and complete the Service and Emotional Support Animal Agreement.

### Illegal Appliances

Halogen lamps, toasters, hot plates and any other open-coil appliances are not permitted in any of the residence halls.

Only halogen lamps are not permitted in Founders' Woods apartments due to the high risk of room fires.

### Candles and Incense

These items are not permitted in any of the residence halls or Founders' Woods apartments. Open flames are fire hazards. Many students have allergic reactions to incense.

### Windows and Screens

Window screens may not be removed and must cover the windows at all times. For safety reasons, residents may not lean out of the windows or sit on window ledges.

Students may not use windows to exit or access their rooms.

Displays in windows which are deemed inappropriate and not removed by the resident(s) will be removed by Residence Life staff.

Throwing objects from windows may result in the termination of a student's housing contract.

### Storage

Residents may not leave personal belongings during the summer months. The University does not have facilities to store student property. Please make the necessary arrangements to remove all of your belongings before check-out time. Personal belongings left behind will be discarded after 72 hours of the official check-out date.

### Decorations

Decorations to help personalize your living space are encouraged as long as they are in good taste and are not considered a safety hazard. Residence Life reserves the right to ask students to remove decorations deemed offensive, unsafe or as viewed as damaging to University property.

Adhesives may be used to attach decorations as long as they can be fully removed without damaging walls when the resident moves out. Students should be cautious when placing items on room and apartment main doors and ceilings because they might present a fire hazard or remove the finish. No device which penetrates or damages the door, walls or furniture may be used in any way.

Decorations on room doors and windows should also be in good taste (i.e., not lewd, indecent or obscene).

Holiday decorations are permitted so long as they do not present a fire hazard. Real trees are not permitted in the halls.

### Guest Responsibilities

Guests are permitted so long as they conform to the visitation policy and roommates agree that the frequency and duration of the visits is acceptable.

A resident may host an infrequent and occasional overnight guest (The Office of Residence Life reserves the right to define "infrequent and occasional"), provided that such does not interfere with the rights of the roommate and does not violate the visitation policy (i.e., Jaeger and Ondrak Halls cannot have overnight guests of the opposite sex). Residents must walk their guest over to the University Police Department and register their guest for purposes of campus and guest safety. Guests may not stay longer than two nights in a row. Guest registrations must be completed before 10:00



p.m. of the guest's first overnight visit. The host is responsible for the observance of University housing policies and the behavior of their guest at all times. The guest must be in the presence of the host at all times.

In the case of a disciplinary issue, action will be taken against the host if the guest is a non-Benedictine student. The University discourages guest during the week because it can become an inconvenience to roommates and other residents.

Residence hall guests are expected to sign in at the University Police Department. Guests who have not signed in and/or are unescorted in the building will be subject to detainment and identification. Consideration for the privacy and the rights of roommates and other residents must be respected. A resident may have up to three guests visit their assigned room at any one time.

### Cohabitation

Cohabitation is defined as two un-married persons of opposite gender physically living together. It does not matter whether either party is a student or a nonstudent. Benedictine University does not support cohabitation and thus it is not allowed within the residence halls or Founders' Woods apartments.

### Visitation

Founders' Woods residents have the privilege of 24-hour visitation rights, so long as courtesy is used with respect to roommates and other residents. Resident guests must also abide all University policies and state and federal laws.

### Quiet Hours

The University has established specific minimum quiet hours in an effort to reduce noise in the residence halls and Founders' Woods during early and late hours.

#### Quiet Hours

10:00 p.m. - 8:00 a.m. on weekdays (Sunday-Thursday) and 12:00 - 8:00 a.m. on weekends (Friday and Saturday).

#### Courtesy Hours

In effect at all times.

Stereos, radios, televisions, musical instruments and conversations should be kept at levels that will not interfere with other residents. Amplifiers and loud musical instruments may not be used in student rooms.

Excessive noise at any time of the day in a building where others might require quiet for study or sleep is a serious offense.

If you encounter a noise problem, ask the responsible parties to be quiet. If they persist and/or are unresponsive to your requests, contact your resident assistant or University Police.

## Games

Any games or sports (including but not limited to bouncing basketballs, throwing Frisbees or balls, golfing, using skateboards, roller blades, bicycles or skates) are prohibited in the residence halls and Founder's Woods because they may pose a safety hazard and/or cause excessive noise. Recreational activities should be done outside at a distance far enough to eliminate the possibility of breaking windows or in appropriate areas where there will be no damage done to any other University property (ex: golfing will leave divots in the grass).

## Bicycles

Bicycles may not be stored in common areas (sidewalks, under stairs, etc.) of the apartments. Students are encouraged to take bicycles home during winter. Under no circumstances may bicycles be chained to stairwells or be stored in hallways, stairwells, etc. Such violations will lead to immediate impounding of the bicycle and possible disciplinary action.

## Motorbikes or Motorcycles

Motorbikes or motorcycles may not be brought into or stored near the apartment buildings. Motorcycles are considered motor vehicles and may be operated only on-campus roads, not on sidewalks or other areas normally used by pedestrians. Motor vehicles need to be registered with the University Police Department and parked in parking lot areas only.

## Littering

Littering from, in or around the apartments will not be tolerated as it destroys the appearance of our campus and can create a health hazard.

## Common Area Damage

Common area (including but not limited to hallways, laundry rooms, residence hall lounges, living rooms, kitchens, bathrooms and balconies) damage is the responsibility of all residents in the apartment or residence hall. Prevention is the first step and all residents are urged to be aware of happenings within their apartment or residence hall. Be alert to intruders or residents who may damage your apartment or residence hall. When damage occurs in common areas of your apartment or residence hall, the individual responsible will be billed for the cost of repairs. If the damage is the result of an act of vandalism, the person responsible might also be assessed a fine and/or be subject to additional disciplinary action, including removal from on-campus housing. If the University is unable to determine who is responsible for the damage, the residents sharing the common area will be billed for the repairs.

The procedure will be as follows:

When damage is discovered, the area coordinator will issue a verbal or written notice to the residents describing the problem.

The residents will then have 72 hours to identify the person(s) responsible. If, at the end of the 72-hour period, no responsible party has been identified, the cost of repairs and/or replacement will be assessed appropriately among the population affected.

All residents will receive a notice of the amount due. Charges will be applied to the resident's bill and can be paid through Business Office.

If at some point in the future, the responsible party is identified, the person(s) responsible will be asked to provide restitution to those residents who were charged for the damage.

### Solicitation

Solicitation is not permitted. Sales people and representatives of religious or political groups are not allowed without specific permission from the person who they are coming to see. No resident may use a room as a base for any personal business, including serving as an agent for any line of products. Any advertisement for a product or event outside the University must be sent through U.S. mail and be addressed individually to each resident.

### Bulletin Boards

While it is highly desirable to obtain maximum publicity for campus events, materials should be posted in appropriate locations and in a manner that is pleasing and effective as a communication item. All announcements should be submitted to the Residence

Life office for approval before being posted and may only be placed on authorized bulletin boards.

### Personal Property

The University shall not be held liable (directly or indirectly) for any loss of personal property by theft, vandalism or mischief to students or their guests, or for the damage or destruction of such property by fire, water or any other cause. All incidents of personal loss should be reported to Benedictine University Police. Theft does occur. Valuables and large sums of money should be protected by the owner. Residents are encouraged to keep their apartment door and bedroom door locked at all times when there is no one present.

\*Under no circumstances can Benedictine University reimburse students for any losses or damages of personal property. Therefore, residents are strongly urged to obtain personal property insurance. Students are encouraged to review family or personal homeowners/renters' insurance and health insurance options and obtain adequate coverage.

Possession of stolen property will result in disciplinary action through the University and possible referral to the Lisle Police Department.

### Signs

Signs removed from University, city, county or state property are not permitted in resident apartments.

### Weapons

Benedictine University prohibits the possession or storage of a deadly weapon\* or destructive device. The University also prohibits any carbon dioxide (CO<sub>2</sub>) and spring-propelled guns. Individuals found in possession of such will be subject to disciplinary action, including dismissal from the University and possible criminal prosecution.

\*A deadly weapon is defined as an instrument of offensive or defensive combat, something to fight with, and is any device capable of projecting a ball, pellet, arrow, bullet, missile, shell or other material.

Ammunition: Any material capable of being projected by a weapon and makes the weapon operational.

Deadly weapons include but are not limited to:

Guns and firearms, whether loaded or unloaded.

Pellet, flare, tranquilizer, air, stun, spear, paintball and dart guns.

Hand instruments designed to cut or stab another by being thrown, including but not limited to: knives with a blade larger than that of a folding pocket knife (about three inches), swords and epees (fencing swords), stilettos, bowie knives, switchblades, machetes and daggers.

Striking instruments including clubs, truncheons, baseball bats, blackjacks, metal knuckles and sap gloves.

Martial arts weapons including nunchakus, tonfas, staffs and throwing stars.

Bow and arrow combinations.

Slingshots.

Destructive devices including hand grenades, explosive, incendiary and poison gas bombs, mines, rockets, missiles or similar devices and includes the unassembled components from which such a device can be made.

This policy does not apply to the possession and/or use of disabling chemical sprays when used for self-defense. These include such items as mace and pepper spray. (Training in the use of defensive sprays is strongly encouraged. Vendors should be able to provide this training as well as Material Safety Data Sheets.)

Weapons and Ammunition Prohibition:

No weapon or ammunition shall be worn, displayed, used or possessed in or outside of the residence halls.

Any non-resident invited to campus with an instructional purpose must obtain permission for weapon possession in writing from the University's Chief of Police while on-campus.

Exceptions

The University recognizes that there may be activities related to education or research that may appear to be in violation of this policy (e.g., physical fitness activities and theatrical productions). In these cases, the department or organization coordinating the activity is then responsible for obtaining written approval (annually) from the University's Chief of Police or designees in advance before following through with the activity.

Violations

Any person found in possession of deadly weapons on-campus in violation of this policy will be required to remove the weapon and/or themselves from University property. Any University student shall be subject to further disciplinary action in accordance with the University's disciplinary policies and procedures.

Any possession of a deadly weapon in direct violation of federal, state or local laws will be referred to University Police (or any other appropriate law enforcement authority) and may result in legal sanctions.

Call University Police for any violation or suspected violations of this policy at ext. 6122 (emergency: ext. 6666).

### Drugs

Drugs are strictly prohibited in University residence halls and apartments. The possession, use, sale or distribution of illegal drugs is a violation of state and federal law as well as the regulations of the University. Students who are found to be involved with illegal drugs will face an immediate two-week suspension, severe disciplinary action and the possibility of removal from on-campus housing and/or expulsion from the University. In some cases, information and evidence may be turned over to local law enforcement agencies.

### Smoking and Tobacco

In consideration of the health risks to community members, environmental impact and community member feedback, all smoking, vaping and tobacco product use is prohibited on Benedictine University grounds effective August 1, 2017. Individuals desiring to smoke may do so in private vehicles only. Cessation programs for employees and students will be announced regularly.

### Noxious Odors

A noxious odor is any aroma of such intensity that it becomes apparent and/or offensive to others. Some examples are perfumes, air fresheners, dirty laundry, etc. When a noxious odor can be localized to a particular apartment and/or bedroom, the resident(s) and/or guests of that room may be in violation of this policy and will be asked to improve the situation. If the situation is not improved, disciplinary actions may result.

### Accommodations Procedures

Benedictine University will make every attempt to provide eligible students with reasonable accommodations based on individual learning needs and recommendations.

In order to provide accommodations in a timely manner, the University requires reasonable notice of specific needs and requested accommodations.

Students needing accommodations should first complete the Disability Services Request Form. In addition, documentation of the disability from a licensed clinical professional should also be included. Students should provide these documents to the ACE Center to begin the process for receiving accommodations.

When accommodations are approved, the case manager contacts the student and provides them with the Student

Academic Accommodations Approval (SAAA) form, which notifies the instructors of the approved accommodations. Each semester students are responsible for obtaining their SAAA forms from the ACE Center.

All inquiries about referrals to clinical professionals, who administer testing, modifications to accommodations, and temporary accommodations, should be directed to the staff in the ACE Center

Please read the Benedictine University Accommodations Handbook for additional details at [www.ben.edu/ace](http://www.ben.edu/ace) by clicking on the Accommodations Tab

### Family Educational Rights and Privacy Act (FERPA) Annual Notice to Students

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include:

1. The right to inspect and review your education records within a reasonable time after Benedictine University receives a request for access. If you wish to review your record, contact the Office of the Registrar or the University office that maintains the record to make arrangements. You are required to submit your requests in writing and identify the record(s) you wish to inspect.
2. The right to request an amendment of your education record if you believe it is inaccurate, misleading, or otherwise in violation of your privacy rights under FERPA. If you feel there is an error in your record, you should submit a statement to the University official responsible for the record, clearly identifying the part of the record you want changed and why you believe it is inaccurate or misleading. That office will notify you of their decision and advise you regarding appropriate steps if you do not agree with the decision.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. This includes any University faculty or staff employee (including the

University Police Department) acting within the scope of his or her University employment and with appropriate supervisory authority; any individual or entity with whom the University has contracted as its agent to provide a service to the University when acting within the scope of the contract or agency and who is subject to appropriate confidentiality requirements; any member of the University's Board of Trustees; any student serving on an official committee, such as a disciplinary or grievance committee; and any student assisting a University official in performing tasks for which the University official may have access. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities. Benedictine also discloses education records without consent to officials of another school in which a student seeks or intends to enroll such as through partnerships and consortium agreements.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, DC 20202-5901

FERPA permits the release of directory information to third parties outside the institution without written consent of the student, provided that the student has been given the opportunity to withhold such disclosure. Benedictine University defines directory information as follows:

- Student's name, address, and phone number
- Major and minor fields of study
- Participation in officially recognized activities and sports
- Dates of attendance
- Degrees and awards received
- Most recent education institution attended
- Full-time/part-time enrollment status
- Photo
- Height, weight, and GPA of student athletes



A student may withhold disclosure of their directory information by completing the "[FERPA Non-Disclosure of Designated Directory Information](#)" form available in the Office of the Registrar, within ten (10) calendar days of the first scheduled class day of each fall term. A request to withhold disclosure of directory information is effective for one academic year only and must be renewed each year.

In compliance with the Solomon Amendment, directory information is provided to the United States Department of Defense, upon request.

A student may authorize the release of confidential information (including personally identifiable information from education records protected by FERPA, and other types of confidential information as well) to a third party by signing an [Authorization for Release of Confidential Information to a Third Party](#) form.

The University may also disclose student account and financial aid information without the student's consent to the student's parents if the parent requests the information in writing; completes the Parent Certification section of the [Authorization For Release of Confidential Information to Parents](#); and provides evidence that the student is his or her dependent for federal income tax purposes. The University may also disclose information to a parent if there is a health or safety emergency involving their son or daughter, or if their son or daughter is under the age of 21 and has violated a federal, state or local law or any University rule or policy concerning the use or possession of alcohol or a controlled substance.

FERPA permits the disclosure of students' education records, without consent of the student, if the disclosure meets certain conditions of the FERPA regulations.

Benedictine University may disclose from the education records without obtaining prior written consent of the student the following:

- To other school officials, including instructors, within Benedictine University who are determined to have legitimate educational interests. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities. Legitimate educational interests include performing a task or engaging in an activity related to one's

regular duties or professional responsibilities, a student's education, the discipline of a student, a service to or benefit for a student, measures to support student success, evaluation of academic programs, and the safety and security of the University. Individuals at the institution who have an educational interest in the student's educational record may share information internally to school officials that have a legitimate educational interest. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced services or functions.

- To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Illinois Board of Higher Education or other state agencies responsible for supervising Benedictine's education programs. Disclosures may be made in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of student records to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To comply with a judicial order or lawfully issued subpoena.
- To appropriate officials in connection with a health or safety emergency.
- To the general public, the final results of a disciplinary proceeding, if Benedictine University determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the Benedictine University rules or policies with respect to the allegation made against him or her.
- Upon written request, the University will disclose, to the alleged victim of a crime of violence or a non-forcible sex offense, or to the alleged victim's next of kin (if the victim dies as a result of the crime or offense), the final results of any institutional disciplinary proceeding dealing with that crime or offense.

## Disciplinary and Counseling Records Procedure

Information from student disciplinary or counseling files is considered a confidential, educational record and is not available to unauthorized persons on campus. To comply with federal law, as well as for reasons of confidentiality, disciplinary records/files may not be released to anyone off-campus unless under legal compulsion or in cases where the safety of persons or property is involved. A student's disciplinary record/file may only be reviewed by the student within the confines of the Benedictine University campus and the guidelines designated by the appropriate University administrator, generally the Dean of Students. Only the student and authorized persons may have access to such records. The University will take all reasonable steps to ensure that the confidentiality of student educational records is maintained. Information shared in a mental health counseling session is confidential and cannot be shared. An exception to confidentiality regarding counseling records may exist 1) in a situation in which the student client authorizes a release of information in written form, 2) the student client was assessed to be a danger to themselves or others, 3) the student client's counseling records were subpoenaed, or 4) reporting involving child abuse or neglect were required by law. Even in these cases, the student client would be informed if possible and no more information than necessary would be released. Any questions concerning the student's rights and responsibilities under FERPA should be referred to the Office of the Registrar or the compliance officer.

### Demonstrations Procedures

Persons planning a demonstration should fill out an Event Request Form and meet with the Dean of Students or their designee to discuss arrangements for the event.

The Chief of Police, in consultation with University officials, will determine the point at which the normal operations of a specific building or area are disrupted. The demonstrators will be informed specifically how they may continue their demonstration in a manner which is not disruptive. If the above described internal measures fail to achieve the desired results, the University reserves the right to ask for the assistance of civil authorities. Any student in a disruptive demonstration may be arrested and may be suspended pending formal action consistent with the University's Student Code of Conduct. Any person not officially associated with the University who is participating in a disruptive demonstration will be arrested and may be prosecuted. Just as Benedictine University expects the members of its community to abide by the above regulations, it likewise expects that any action taken to enforce compliance with regulations or prevent prohibited activity should be appropriate. The University expects all persons to comply with the directions of an authorized official.

### Student Conduct Process

Failure to abide by your responsibilities and any University policies and procedures will be resolved through the Student Conduct Process. Many times, misconduct can be resolved informally, but situations may require a more formal procedure. The procedure is grounded in the concept of fairness and impartiality, thereby supporting the values of our community by addressing misconduct in a constructive and positive way. If University action is warranted, a student will receive a phone call and/or email to their student email account notifying them that a conversation is required. The following options will be considered by the Student Affairs Office:

#### Mediation

Incidents may be resolved through mediation – a voluntary, private and informal process.

#### Hearings

Two kinds of hearings are possible: an administrative hearing (appointed University officials) and panel hearing (representatives of the student body, faculty and administration act as panel hearing members). The purpose of the hearings is to come to an understanding of the misconduct by the student(s), determine responsibility and remedies. Hearings can be used to resolve minor disciplinary matters or more serious matters (not limited to theft, dangerous weapon possession, misuse of fire protection equipment, sexual assault, illicit use of drugs and repetitious misconduct) that may result in a student being suspended or dismissed from the University or residence halls. Hearings may be conducted by a designated hearing officer or board depending on the incident as determined by the Student Affairs office.

#### Hearing Process

Students are expected to obtain further details if they attend a hearing. The hearings will follow appropriate procedures to ensure a fair process, and parties will have the opportunity to present any facts to substantiate the claim, including witnesses.

Hearings will proceed in the absence of a respondent who was given proper notice, who does not request a postponement and who does not attend the hearing. No parent, guardian, legal counsel or person outside of the University community is allowed to appear at the hearing, except if criminal proceedings are occurring simultaneously.

To ensure a fair process, parties may request that community members assist and participate in the investigation and hearing process. Students, faculty or staff who agree to assist and/or attend the hearing with the party but do not speak at the hearing shall

provide such assistance. In the event a party is unable to locate someone to act in this capacity, they may request the assistance from the Student Affairs office. The administrator or Hearing will be responsible for assigning a remedy in the event it finds that a violation of the Statement of Responsibilities or University policy has taken place. Consideration of a student's entire disciplinary record at Benedictine University will be considered when designing an appropriate sanction.

### Appeal Process

A student may appeal a decision made by a hearing concerning the finding of a violation or the remedy imposed within five days of notification of a decision. To do so, the student must deliver a written explanation on the grounds upon which the appeal is made to the Student Affairs office. The burden of demonstrating an inequity in the hearing or remedy shall lie with the student. The responsibility of making a final decision will rest with the Student Affairs office.

### Sanctions

This does not and cannot include all information that may lead to sanctions. Sanctions are defined and imposed as follows:

**Warning:** A written statement to the student indicating disapproval of their conduct or violation of regulations, and stipulating that continuation or repetition of such action may be cause for more severe action.

**Restitution:** Reimbursement for damage to or mishap of property. Restitution may take the form of monetary compensation or the appropriate service to repair damages and may be combined with another type of sanction.

**Monetary Fine:** Financial assessment imposed according to specific sums stipulated in published rules and regulations, or when no sum is so stipulated, according to the merits of the case and established precedents.

**Disciplinary Probation:** The student is informed in writing that any subsequent misconduct or violation of institutional regulations during a specified period of time will be evaluated within the context of their probationary status and may result in suspension or expulsion. The terms of probation apply during the period of probation and may include any of the following:

May not become an officer or student representative in any University organization or committee.

May not represent the University at any public function, including intercollegiate or co-curricular activities.

May not be eligible for scholastic honors or distinctions

**Counseling or Psychological Treatment Mandate:** If deemed necessary due to physical or psychological problems, a student can be required to provide a release of information form to verify psychological/substance abuse/evaluation and may have further treatment mandated as a condition of enrollment.

**Residency Probation:** The student is informed in writing that their general behavior in the residence hall indicates that they are not able to appropriately adjust to group living, and that any subsequent misconduct or violation of institutional regulations may result in the termination of their residence hall contract. In such cases, room and board charges will not be prorated or refunded.

**Community Service:** The student will be assigned a task to complete that will, on many occasions, relate to the inappropriate behavior. A time frame will be set up for the completion of this task and the student will be assigned a supervisor to whom to report.

**Behavioral Contract:** A contract between the student and the University that limits student activities and spells out specific consequences for violation of the contract may be issued.

**Special Projects:** An assignment relating to the offense may be issued as a possible sanction.

**Suspension:** The student is informed in writing they must leave the University community temporarily. Suspension shall be interpreted to include any or all of the following stipulations: the student may not attend classes, contact faculty, reside on campus or visit residence halls, cohort locations, and participate in campus activities or exercise student privileges. Suspension may be specified as follows:

**Terms:** suspension may be stipulated for a specified period of time. After the suspension period, the student is automatically eligible for readmission.

**Conditional:** suspension may be stipulated for an indefinite period of time premised on the student's accomplishment of certain specified conditions.

**Interim:** The University reserves the right to suspend a student on an interim basis when circumstances and facts indicate the student's continued presence on the campus constitutes an unreasonable danger to institutional property, the student or others. Interim suspension may be interpreted to permit all of the stipulations stated above, or

may permit students to continue attending classes while they are suspended from representing the University in extracurricular activities, including intercollegiate athletics.

Expulsion: The student is informed in writing that they are permanently separated from the University.

#### Non-Sanction Resolutions

Interim Intervention: The University reserves the right to suspend a student on an interim basis when circumstances and facts indicate that the student's continued presence on the campus constitutes an unreasonable danger of harm or injury to institutional property, the student involved or others. Students may also be suspended on an interim basis while undergoing resolution by University or civil authorities.

Involuntary Withdrawal: A student may be subject to involuntary withdrawal from the University or from the residence halls if it is determined that the student is suffering from a mental illness and/or engages (or threatens to engage) in behavior which poses a danger of causing physical harm to self or others; engages in behavior which would cause property damage; impedes the lawful activities of others; or disrupts the community.

#### Student Complaint Process

Your concerns are important to us. If you encounter a problem with a Benedictine University policy or procedure or have any other dispute with the University that you cannot resolve informally, you may file a complaint in writing.

For the purpose of this process, a "Complaint" is an expression of dissatisfaction concerning, a University employee, department, service, or process, or a University administrative action, that requires clarification, investigation and/or resolution.

A complaint must occur in writing and within 15 business days from the action or occurrence by using the Student Complaint Process below. The Student Complaint Process assists in defining the relevant information and facts needed to address the resolution process.

The Student Affairs office confirms receipt of the student complaint through an email response.

The Student Affairs office reviews the complaint to determine appropriate actions.

Within 10 business days, the University will notify the student in writing of the complaint's status describing steps to be taken.

The University notifies the student in writing of the complaint's resolution within 20 business days. If more time is needed for the investigation, the Student Affairs office may extend that timeline and notify the student in writing of that extension.

The Student Affairs office documents the complaint's resolution.

If the complaint cannot be resolved after completing the Student Complaint Process, the student may file a complaint with their appropriate state agency as noted below.

Note for Illinois students:

If the complaint cannot be resolved after exhausting the Student Complaint Process, the student may file a complaint with the Illinois Board of Higher Education using their Institutional Complaint System located at <http://complaints.ibhe.org/>

Note for students residing in Arizona:

If the complaint cannot be resolved after exhausting the institution's grievance procedure, the student may file a complaint with the Arizona State Board for Private Postsecondary education. The student must contact the state board for further details.  
Contact:

Arizona State Board for Private Postsecondary Education  
1740 West Adams Street, Suite 3008  
Phoenix, AZ 85007  
Phone: 602-542-5709  
Website: <http://azppse.state.az.us/>

Note for online students:

If the complaint cannot be resolved after exhausting the institution's Student Complaint Process, the student may file a complaint by contacting the Illinois Board of Higher Education using their Institutional Complaint System located at <http://complaints.ibhe.org/>

Note for online students residing in California:

If your complaint cannot be resolved after exhausting the institution's Student Complaint Process, the student must file a complaint by contacting:

California Bureau for Private Postsecondary Education  
2535 Capitol Oaks Drive, Suite 400  
Sacramento, CA 95833



Phone: 916-263-1897

Website: <http://www.bppe.ca.gov/enforcement/complaint.shtml>