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Chapter One

MISSION STATEMENT

St. Joseph’s Seminary and College, founded in 1896, is the major seminary of the Archdiocese of New York. Its primary mission is to serve the Church by forming men for the Catholic priesthood. Beginning in 2012, St. Joseph’s functions as the principal institution of priestly formation for the Archdiocese of New York, the Diocese of Brooklyn, and the Diocese of Rockville Centre. St. Joseph’s also welcomes seminarians from other archdioceses, dioceses, eparchies, and other religious congregations.

Rooted in the apostolic community gathered around Jesus Christ, St. Joseph’s Seminary seeks to form future priests who will hand on the life and tradition of the Church’s faith in the context of the new evangelization of the twenty-first century. To accomplish this, St. Joseph’s Seminary offers a program of human, spiritual, intellectual, and pastoral formation that is faithful to the Magisterium of the Catholic Church. Through an integration of these "pillars of formation", St. Joseph’s aims to form men according to the Heart of Jesus the Good Shepherd (see Saint John Paul II, Pastores dabo vobis [“I Will Give You Shepherds”], 1992; USCCB, Program of Priestly Formation, 2006).

As a complement to its primary mission, St. Joseph’s Seminary also serves the Church by offering graduate theological and philosophical degree programs to qualified students at locations in Yonkers, Huntington, and Douglaston, New York. Graduate degree programs in the theological disciplines are offered to candidates for the permanent diaconate, lay men and women, men and women in consecrated life, and clergy who wish to deepen their understanding of the Catholic faith through systematic study, or who are called to serve the Church in roles of leadership. A graduate degree program in Catholic Philosophical Studies is offered to qualified candidates who are preparing for admission to the program of priestly formation.

A spirit of service to the Church guides all of the programs which St. Joseph’s Seminary and College provides to seminarians, lay, religious, and clergy. This spirit is strengthened by a profound sense of ecclesial communion that is fostered and expressed through fidelity to Church teaching, a daily life of prayer, the celebration of the Holy Sacrifice of the Mass, the ceaseless invocation of the Holy Spirit, and the intercession of the Blessed Virgin Mary, St. Joseph, and all the saints.
Chapter Two

HISTORY OF SAINT JOSEPH’S SEMINARY AND COLLEGE

Archbishop Michael Corrigan, wishing to relocate his seminary closer to New York City, laid the cornerstone for Saint Joseph’s Seminary in the Dunwoodie section of Yonkers on May 17, 1891. The first academic year began on September 21, 1896 with 96 seminarians. For the first ten years of its service, the seminary was directed by priests of the Society of San Sulpice, who composed the majority of the Faculty during those years. In 1906, the Archdiocese constituted a new Administration and Faculty composed largely of diocesan priests and this practice has remained to this day.

Since its founding, Saint Joseph’s Seminary has served the Church in its primary mission of educating and forming future Priests. In light of this mission, Saint Joseph’s was authorized by the Board of Regents of the State of New York to grant the Degree of Bachelor of Arts in 1908, Master of Arts and Doctor of Philosophy in 1921 and Bachelor of Divinity in 1965. In 1971, the New York State Education Department granted Saint Joseph’s permission to offer the Master of Divinity Degree.

In 1976, the seminary’s mission expanded to include the education of the laity and religious and Saint Joseph’s received approval from New York State to offer a Master of Arts Degree in Religious Education, which was offered through the seminary’s Archdiocesan Catechetical Institute (A.C.I.). In 1987, Saint Joseph’s received approval for the Master of Arts Degree in Theology. Thereafter, in 1993, Saint Joseph’s began to administer the Master of Arts Degree in Religious Studies and the A.C.I. became the Institute of Religious Studies.

In addition to these approvals from New York State, Saint Joseph’s Seminary has been accredited by the Middle States Commission on Higher Education since 1961 and the Association of Theological Schools since 1973.

On November 11, 2011, Timothy Cardinal Dolan (Archbishop of New York), Most Reverend Nicholas Di Marzio (Bishop of Brooklyn) and Most Reverend William Murphy (Bishop of Rockville Centre) signed a Joint Operating Agreement (hereafter J.O.A.), that pledged the cooperation of the three Catholic dioceses of the downstate New York region in a single program of graduate level priestly formation at Saint Joseph’s Seminary. Earlier that year, the three dioceses had already begun to collaborate on a single college and Pre-Theology program at the Cathedral Seminary House of Formation in Douglaston, New York. Subsequently, on March 12, 2012, the J.O.A. was modified by a Memorandum of Understanding (hereafter M.O.A) which resulted in the aggregation of all diocesan Master’s Degree programs, faculty and students across all three dioceses to Saint Joseph’s Seminary. These foundational documents have guided the collaborative efforts of all three dioceses in theological education ever since and continue to serve the seminary in its planning for the future.
This aggregation of all degree programs to Saint Joseph’s Seminary was completed in stages. The seminarians from all downstate New York dioceses began studying at Saint Joseph’s Seminary in Yonkers, New York in the fall of 2012. During the 2012-2013 Academic year, Saint Joseph’s applied for and received permission from its accrediting bodies to constitute the Seminary of the Immaculate Conception in Huntington, New York and the Cathedral Seminary House of Formation in Douglaston, New York as extension sites and to administer the Degrees of Master of Arts in Catholic Philosophical Studies at Douglaston and the Master of Arts in Pastoral Studies and Master of Arts in Theology at the Huntington campus.

The Faculty of Saint Joseph’s also agreed to administer a teach-out of all of the previous degree programs offered at the Huntington campus (i.e., for all students who had already completed half of their expected degree program at the Seminary of the Immaculate Conception). In addition, the Master of Arts Degrees in Theology and Pastoral Studies were now offered to all students at the Yonkers campus as well, while the Institute of Religious Studies was closed and the previous Master of Arts Degree in Religious Studies began to undergo a teach-out.

Thus, since the beginning of the Fall Semester of 2013, Saint Joseph’s Seminary is presently the single degree granting institution for all diocesan-sponsored Master’s Degree Programs at the Yonkers, Huntington and Douglaston Campuses.

By utilizing the resources, professors and personnel from three dioceses, the seminary’s administration and faculty intend to provide the best theological and ministerial education and training possible to all of its students at all locations and to become the center of Catholic learning and thought for the entire downstate New York region.
Chapter Three

ACCREDITATION AND GOVERNING DOCUMENTS

In his Apostolic Exhortation *Pastores Dabo Vobis*, Saint John Paul II defined the identity of a seminary thus:

> In its deepest identity, the seminary is called to be, in its own way, a continuation of the Church of the Apostolic Community gathered around Jesus, listening to his word, proceeding toward the Easter experience, awaiting the gift of the Spirit for the Mission (*Pastores Dabo Vobis* 60).

In addition, during his historic visit to Saint Joseph’s Seminary in October of 1995, Saint John Paul II described the true goal of every seminary to be a “school of wisdom.”

The life and mission of Saint Joseph’s Seminary and the roles of the administration and faculty are to be seen in light of these two quotations, as Saint Joseph’s serves the Church in order to bring the light and wisdom of Christ to the world as part of the New Evangelization.

In order to fulfill its mission, Saint Joseph’s Seminary follows the proper norms and documents that govern American Roman Catholic Seminaries as well as those that direct all American Institutions of Higher Learning.

As an American Roman Catholic seminary, Saint Joseph’s Seminary follows the norms established by the Congregation for Catholic Education of the Holy See, Saint John Paul II’s 1992 Apostolic Exhortation *Pastores Dabo Vobis*, as well as the 2006 *Program for Priestly Formation* of the United States Conference of Catholic Bishops and the *Code of Canon Law*.

As an Institution of Higher Learning, Saint Joseph’s Seminary follows the mandates of the New York State Department of Education, as well as those of the seminary’s accrediting bodies: the Middle States Commission on Higher Education and the Association of Theological Schools. Saint Joseph’s Bachelor of Sacred Theology Degree Program is affiliated with and follows the norms established by the University of Saint Thomas Aquinas (Angelicum) in Rome.

The Seminary’s Administration and Faculty Handbook adheres to the directives of all of the above governing bodies and documents.
Chapter Four

4.1 Seminary By-Laws

SAINT JOSEPH'S SEMINARY AND COLLEGE
BY-LAWS
(adopted and amended as of January 28, 2013)

Article I

Name, Office, Books and Records and Seal

The name of the corporation is SAINT JOSEPH'S SEMINARY AND COLLEGE (hereinafter “Seminary Corporation”). The principal office of the Seminary shall be located at 201 Seminary Avenue, Yonkers, New York. The Trustees may change the location of such principal office from time to time. The books of account and records of the Seminary’s business and financial affairs shall be maintained at its principal office. The seal of the Seminary Corporation shall be circular in form, bearing the words “SAINT JOSEPH'S SEMINARY AND COLLEGE.”

Article II

Mission/Purpose

Section 1. St. Joseph’s Seminary and College, founded in 1886, is the major seminary of the Archdiocese of New York. Its primary mission is to serve the Church by forming men for the Catholic priesthood. Beginning in 2012, St. Joseph’s functions as the principal institution of priestly formation for the Archdiocese of New York, the Diocese of Brooklyn, and the Diocese of Rockville Centre. St. Joseph’s also welcomes seminarians from other archdioceses, dioceses, eparchies, and other religious congregations.

Rooted in the apostolic community gathered around Jesus Christ, St. Joseph’s Seminary seeks to form future priests who will hand on the life and tradition of the Church’s faith in the context of the new evangelization of the twenty-first century. To accomplish this, St. Joseph’s Seminary offers a program of human, spiritual, intellectual, and pastoral formation that is faithful to the Magisterium of the Catholic Church. Through an integration of these “pillars of formation”, St. Joseph’s aims to form men according to the Heart of Jesus the Good Shepherd (see Bl. John Paul II, Pastores Dabo Vobis, 1992; USCCB, Program of Priestly Formation, 2006).
As a complement to its primary mission, St. Joseph's Seminary also serves the Church by offering graduate theological and philosophical degree programs to qualified students at locations in Yonkers, Huntington, and Douglaston. Graduate degree programs in the theological disciplines are offered to candidates for the permanent diaconate, lay men and women, men and women in consecrated life, and clergy who wish to deepen their understanding of the Catholic faith through systematic study, or who are called to serve the Church in roles of leadership. A graduate degree program in Catholic Philosophical Studies is offered to qualified candidates who are preparing for admission to the program of priestly formation.

A spirit of service to the Church guides all of the programs which St. Joseph’s Seminary and College provides to seminarians, lay, religious, and clergy. This spirit is strengthened by a profound sense of ecclesial communion that is fostered and expressed through fidelity to Church teaching, a daily life of prayer, the celebration of the Holy Sacrifice of the Mass, the ceaseless invocation of the Holy Spirit, and the intercession of the Blessed Virgin Mary, St. Joseph, and all the saints.

Laws, Rules and Regulations of the Seminary. Pursuant to an agreement by the Ordinaries and not a canonical disposition, the Seminary is subject to the ecclesial oversight and canonical authority of the three Ordinaries of the Archdiocese of New York, the Diocese of Brooklyn, and the Diocese of Rockville Centre pursuant to: (i) the Code of Canon Law of the Roman Catholic Church; (ii) the moral teachings and principles of the Roman Catholic Church; (iii) the rules and regulations of the Archdiocese of New York and the Seminary, as promulgated and implemented by the Archbishop, the Bishop of Brooklyn and the Bishop of Rockville Centre and; (iv) Pastores Dabo Vobis and the most current edition of Program of Priestly Formation or any other policies and directives, as promulgated and implemented by the Holy See or the USCCB or any policies of the three Ordinaries (materials listed in (i)-(iv) above, collectively referred to herein as the “Laws, Rules, and Regulations of the Seminary”)

Section 2. Purpose. The specific purposes of the Seminary are set forth in its charter, as well as in any or all amendments thereto. Consistent with such purposes, the Seminary shall be operated in cooperation with its Members exclusively for charitable and educational purposes, including the operation of the Seminary. These purposes shall be carried out in collaboration with the Archdiocese of New York, the Diocese of Brooklyn, and the Diocese of Rockville Centre. The Seminary shall not be operated for profit. It shall remain solely for the charitable and educational purposes set forth above and also as set forth in the Seminary’s charter. No part of the earnings of the Seminary shall inure to the benefit of any individual or entity. The Seminary shall have and exercise any and all powers, rights, and privileges that a seminary corporation organized under the Education Law, the Not-for-Profit Law, and the other laws of the State of New York may now or hereafter exercise for the foregoing purposes,
and its Members shall have any and all powers, rights, and privileges that a Member of such seminary corporation may now or hereafter exercise.

Article III
Definitions

The following words when used herein shall have the following meanings:

(1) "Archdiocese" shall mean the Roman Catholic Archdiocese of New York.

(2) "Brooklyn Diocese" shall mean the Roman Catholic Diocese of Brooklyn.

(3) "Rockville Centre Diocese" shall mean the Roman Catholic Diocese of Rockville Centre.

(4) The Archdiocese of New York, the Diocese of Brooklyn, and the Diocese of Rockville Centre may be referred to collectively as the "(Arch)Dioceses."

(5) "Archbishop" shall mean the Ordinary of the Archdiocese of New York at any time exercising jurisdiction as such and shall include any Apostolic Administrator appointed to govern the Archdiocese by the Holy See while he is exercising jurisdiction in place and stead of the Archbishop.

(6) "Bishop of Brooklyn" shall mean the Ordinary of the Diocese of Brooklyn at any time exercising jurisdiction as such and shall include any Apostolic Administrator appointed to govern the Brooklyn Diocese by the Holy See, while he is exercising jurisdiction in place and stead of the Bishop of Brooklyn.

(7) "Bishop of Rockville Centre" shall mean the Ordinary of the Diocese of Rockville Centre at any time exercising jurisdiction as such and shall include any Apostolic Administrator appointed to govern the Rockville Centre Diocese by the Holy See, while he is exercising jurisdiction in place and stead of the Bishop of Rockville Centre.

(8) Collectively the Archbishop of the Archdiocese of New York, the Bishop of Brooklyn, and the Bishop of Rockville Centre may be referred to from time to time as the "Ordinaries."

(9) "Vicar General" shall mean the Vicar General of the Archdiocese at any time acting as such. In accord with the Code of Canon Law, should there be more than one person holding the office of Vicar General, the Archbishop shall designate in writing the name of one of the holders of that office to serve as an ex-officio Member. Any such designation may be revoked in writing by the Archbishop, who shall thereupon
designate in writing another holder of that office. Any such designation or revocation shall be filed with the Secretary of the Seminary Corporation.

(10) "Chancellor" shall mean the Chancellor of the Archdiocese or at any time acting as such. In accord with the Code of Canon Law, should there be more than one person holding the office of Chancellor, the Archbishop shall designate in writing the name of one of the holders of that office to serve as an ex-officio Member. Any such designation may be revoked in writing by the Archbishop, who shall thereupon designate in writing another holder of that office. Any such designation or revocation shall be filed with the Secretary of the Seminary Corporation.

Article IV

Members

Section 1. Designation of Members. The Seminary shall be a membership corporation. The Members of the Seminary Corporation shall be the Archbishop, the Bishop of Brooklyn, the Bishop of Rockville Centre, the Vicar General of the Archdiocese of New York, and the Chancellor of the Archdiocese of New York, all serving ex-officio. The Archbishop shall serve as Chair of the Members and shall preside at all meetings of the Members.

Section 2. Powers and Rights. The Members shall have such powers and rights as are vested in them by law, the charter of the Seminary, or these by-laws.

Section 3. Annual Meeting. An annual meeting of the Members shall be held at the principal office of the Seminary corporation, or such other location as determined by the Chair of the Members, each and every year at a date, time, and place to be determined by the Chair of the Members.

Section 4. Special Meetings. A special meeting of the Members may be held whenever the Chair of the Members or a majority of the Members shall deem it necessary. At special meetings of the Members, only the business designated in the Notice of Meeting shall be transacted.

Section 5. Participation in Meetings. The Members may participate in a meeting by means of a telephone conference or similar communications equipment in such a way that all persons participating in the meeting are able to hear each other at the same time. Such communications equipment shall be readily available. Participation by such means shall constitute personal presence at a meeting.
Section 6. **Notice.** Notice of the date, time, and place of each meeting of the Members, whether annual or special, shall be given by mailing or delivering a written notice thereof to the Members, including delivery of such notice by email or other comparable electronic mail service, not less than ten (10) days prior to such meeting. Unless required by law or these by-laws, such notice need not state the purpose of the meeting.

Section 7. **Waiver of Notice.** Any Member may waive notice of any meeting by submitting a signed waiver, whether before or after the meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting unless the Member protests a lack of notice prior to or at the commencement of a meeting. Neither the business to be transacted at nor the purpose of any special meeting of the Members need be specified in the waiver of notice of such meeting, unless specifically required by law.

Section 8. **Quorum and Voting.** At all meetings of the Members, there shall be present at least one-half (½) of the Members entitled to vote thereat in order to constitute a quorum for the transaction of all business. Unless a greater proportion is required by law or these by-laws, if a quorum is present at such time, the vote of a majority of the Members entitled to vote thereat shall constitute the act of the Members.

Section 9. **Action by Written Consent.** Any action required or permitted to be taken by the Members may be taken without a meeting provided that all Members consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Members.

Section 10. **Limited Liability – (Separate Juridic Entity).** The Members, in accordance with Section 517 of the New York State Not-for-Profit Corporation Law, shall not be personally liable or responsible for the debts, liabilities, or obligations of the Seminary. Each of the three (Arch) dioceses is a separate and independent juridic entity under the Code of Canon Law and a separate civil corporation. None of the three (Arch) dioceses shall be liable or responsible for the debts, liabilities or obligations of St. Joseph’s Seminary unless otherwise agreed.

Section 11. **Reserved Powers for the Members.** The vote of the Members shall be required for approval of certain matters, as set forth in Article XI.
Article V

Trustees

Section 1. Board of Trustees. The management of the Seminary shall be vested in a Board of Trustees. The Board of Trustees of the Seminary shall constitute its governing body and the Board of Trustees shall have and execute all the powers and perform all the duties relating to the management of the Seminary, its property, and the conduct of its affairs that are not otherwise specifically provided for in these by-laws.

Section 2. Composition of the Board of Trustees. The Board of Trustees shall consist of not less than five (5) or more than twenty-five (25) Trustees. The Archbishop shall have the right to appoint 60% of the Trustees, exclusive of the Archdiocese’s ex-officio Trustees; the Bishop of Brooklyn shall have the right to appoint 20% of the Trustees; and the Bishop of Rockville Centre shall have the right to appoint 20% of the Trustees. The Members of the Seminary shall determine the exact number of Trustees from time to time. The Vicar General and the Chancellor of the Archdiocese of New York shall serve ex officio as both Members of the Seminary Corporation and as Trustees on the Board of Trustees. In addition to the two Members of the Archdiocese, who serve as ex-officio Members and Trustees, the Archbishop shall have the right to appoint thirteen (13) members to the Board of Trustees in the event the number of trustees is twenty-five (25). The Bishop of Brooklyn shall have the right to appoint five (5) trustees to the Board of Trustees in the event the number of trustees is twenty-five (25). The Bishop of Rockville Centre shall have the right to name appoint five (5) trustees to the Board of Trustees in the event the number of trustees is twenty-five (25).

Section 3. Powers and Duties. The Board of Trustees shall at all times exercise its powers and perform its duties consistent with the Laws, Rules and Regulations of the Seminary (as set forth in Article II, Section 1 above) which powers and duties shall include but not be limited to the following:

1) Developing and approving annual and 5-year operating and capital budgets;

2) Establishing and annually updating the Seminary’s long-range plan;

3) Developing, formulating, and adopting programs and general policies that will guide the management of the Seminary;

4) Periodically reviewing (not less than annually) the effectiveness of the Seminary’s management, in priestly formation, managing Seminary operations, and implementing policies adopted and recommendations made by the Board;
5) Communicating Board policies to the Rector of the Seminary;

6) Developing a plan to maintain and improve the physical plant and grounds of the Seminary; and

7) Coordinating with the three Ordinaries in the proper operation of the Seminary.

Section 4. Election Qualifications. Appointed Trustees, other than ex-officio Trustees, shall be elected by the Members of the Seminary at the annual meeting of the Members, subject to the number of Trustees appointed by the respective Ordinaries as set forth in Section 2 above. An appointed Trustee shall generally be:

8) A practicing Catholic, if the proposed individual is a baptized Roman Catholic;

9) A person who, in the judgment of the Members, possesses integrity of character, an interest in the Seminary and its work, and the ability to contribute toward the achievement and advancement of the goals of the Seminary and is committed to maintaining and improving programs for priestly formation at the Seminary;

10) Available to attend meetings and participate in committee work and projects undertaken by the Board; and

11) Committed to upholding the Laws, Rules, and Regulations of the Seminary.

Section 5. Term. The term of each appointed Trustee, other than ex-officio Trustees, shall be for two (2) years or until such time as a successor has been appointed. A Trustee may serve not more than four (4) two (2) year terms for a total of eight (8) years. Upon the expiration of such consecutive terms, and after having not served as a Trustee of the Seminary for at least one (1) year, such Trustee shall be eligible for reelection to the Board for additional terms at the discretion of the Members.

Section 6. Resignation. A Trustee may resign at any time, with such resignation to be presented in writing to the Chair of the Board (as defined below) to take effect at the time specified therein or upon delivery of the resignation if no time is specified.

Section 7. Vacancies. In the event of a vacancy on the Board, other than ex-officio Trustees, a successor for the balance of the term of such vacancy may be
appointed by the respective Ordinary or by the Members of the Seminary at any meeting of the Members.

Section 8. **Removal.** Any or all of the Trustees may be removed with or without cause by the Members. The Board may recommend in writing to the Members removal of any or all of the appointed Trustees for cause by a two-thirds (2/3) vote of the Board.

Section 9. **Annual Meeting.** The annual meeting of the Board shall be held at the principal office of the Seminary at a date, time, and place to be determined by the Chair.

Section 10. **Regular Meetings.** In addition to the annual meeting of Trustees, the Board shall meet at least one other time as it determines or as may be fixed by the Chair, provided it is anticipated that the Board will meet at least twice a year.

Section 11. **Special Meetings.** A special meeting of the Trustees may be held whenever the Chair or a majority of the Trustees shall deem it necessary.

Section 12. **Participation in Meetings.** Trustees of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a telephone conference or similar communications equipment in such a way that all persons participating in the meeting are able to hear each other at the same time. Such communications equipment shall be readily available. Participation by such means shall constitute personal presence at a meeting.

Section 13. **Notice.** Notice of the time and place of each meeting of the Board, whether annual, regular, or special shall be given by mailing or delivering a written notice thereof to the Trustees, including delivery of such notice by email or other comparable electronic mail service, not less than ten (10) days prior to such meeting. Unless required by law or these by-laws, such notice need not state the purpose of the meeting.

Section 14. **Waiver of Notice.** A Trustee may waive notice of any meeting by submitting a signed waiver either before or after the meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, unless the Trustee protests the lack of notice prior to or at the commencement of such meeting. Neither the business to be transacted at nor the purpose of any special meeting of the Board need be specified in the waiver of notice of such meeting unless specifically required by law.
Section 15. Quorum and Voting. At all meetings of the Board, there shall be present at least one-half (½) of the Trustees then in office so as to constitute a quorum for the transaction of all business. Unless a greater proportion is required by law or by these by-laws, the vote of a majority of the Trustees present at the time of the vote, if a quorum is present at such time, shall constitute the act of the Board.

Section 16. Action by Written Consent. Any action required or permitted to be taken by the Board or any committee(s) thereof may be taken without a meeting if all members of the Board or committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board or the committee(s).

Article VI

Annual Report of Trustees to Members

The Board shall present at the annual meeting of the Members the Annual Report of Trustees (the "Report") that includes a summary of Seminary projects over the past academic year, including, but not limited to, academics and finances. In accordance with Section 519 of the New York State Not-for-Profit Law, the Report shall also include a financial report which is prepared in accordance with generally accepted accounting principles ("GAAP"), certified by an independent public or certified public accountant or a firm of such accountants selected by the Board, verified by the Treasurer, and accepted by the Board, showing in appropriate detail the information that is required by said Section. The Report of Trustees shall also include a written evaluation of the Rector of the Seminary as prepared by the Executive Committee under the supervision of the Chair and presented to the Board for approval. The Annual Report of Trustees shall be filed with the records of the Seminary, and either a copy or an abstract thereof shall be entered in the minutes of the proceedings of the annual meetings of the Members.

Article VII

Officers

Section 1. Election. The officers of the Seminary shall be a Chair, a Vice Chair, a Rector, a Secretary, a Treasurer, and such other officers as the Board shall designate (Assistant Secretary, Assistant Treasurer, etc.). The Chair shall be appointed by the Members. All officers, other than the Rector, shall be members of the Board of Trustees or the Members. The Rector is not a member of the Board of Trustees.
Section 2. **Term.** The officers, other than the Chair, shall hold office for one (1) year or until their successors have been elected.

Section 3. **Appointment.** At any meeting, the Board may designate such additional officers, including Assistant Secretaries, Assistant Treasurers, and such agents and employees, with such titles, authorities, and duties as is deemed advisable. The Board shall set the terms and conditions of any such appointment.

Section 4. **Resignation.** An officer may resign at any time, with such resignation to be presented in writing to the Chair and to take effect at the time specified therein or upon delivery of the resignation if no time be specified. The Chair shall present such resignation to the Secretary of the Board and the Members.

Section 5. **Vacancies.** In the event that a vacancy occurs during the term of any officer other than the Vice Chair, who will always be appointed by the Members, the Board may appoint an individual to fill such vacancy for the remaining term of office. In the event that a vacancy occurs during the term of the Chair, the Members may appoint an individual to fill such vacancy for the remaining term of office.

Section 6. **Removal.** The officers elected or appointed by the Board may be recommended for removal with or without cause by a vote of two-thirds (⅔) of the Board, provided that written notice is given to the Members for final approval and decision.

**Article VIII**

**Powers and Duties of Officers**

Section 1. **Chair.** The Chair, or a Trustee designated by him, shall preside at meetings of the Board and be an ex-officio member of all committees of the Seminary. The Chair shall supervise the preparation of the annual written evaluation of the Rector. In the absence or disability of the Chair, the designated Vice Chair shall serve as Chair for that meeting.

Section 2. **Vice Chair.** The Vice Chair shall have such powers and perform such duties as may be assigned by the Chair. In the absence or disability of the Chair, the Vice Chair shall serve as Chair for that meeting.

Section 3. **Rector.** The Rector shall be appointed by the Members of the Seminary. The Rector shall have charge, oversight, and responsibility for the day to day operations of the Seminary under the general oversight of the Board. The Rector shall
be the liaison between the Board of Trustees and the Members of the Seminary. The Rector shall be responsible for carrying into effect the policies, programs, and resolutions approved or adopted by the Board for the conduct and management of the affairs of the Seminary.

Section 4. Secretary. The Secretary shall conduct all official correspondence of the Seminary, keep the minutes of all meetings of the Board, and give notice of all meetings. When authorized by the Board, the Secretary shall affix the corporate seal to all instruments requiring it, and keep such other records and perform such other duties as may be assigned to the Secretary by the Chair, the Board, or these by-laws.

Section 5. Treasurer. The Treasurer shall oversee the custody and care of all the funds and securities of the Seminary, and oversee as well the responsibility for all receipts and disbursements. The Treasurer shall oversee the keeping of the accounts of the Seminary, including the receipt of all monies, endorsements of checks for collection, and deposits of the corporate funds to the credit of the Seminary in such depositories as the Board may designate. In accord with resolutions adopted from time to time by the Board, the Treasurer shall be empowered to sign all checks, evidences of indebtedness, or other instruments for or on behalf of the Seminary, pay all bills and accounts, and preserve proper vouchers for such payments. The Treasurer shall keep or cause to be kept an accurate account of receipts and expenditures.

The Treasurer shall present a report of the financial status of the Seminary annually or whenever so requested by the Members or the Chair. The account of the Seminary shall be audited annually by an independent outside auditor.
Article IX

Proxies

Any Member may designate in writing a proper person to act as proxy for said Member at a meeting of the Members or Board of Trustees of the Seminary. However, no person may serve as proxy for an appointed Trustee of the Seminary Corporation.

Article X

Committees

Section 1. Standing Committees of the Board. The Board of Trustees shall establish and designate, from among its members, Executive, Finance, Buildings and Grounds, Academic and Formation, and Development Committees, and may, as well, establish and designate, from among its members, a Nominating Committee. The Executive, Finance, Buildings and Grounds, Academic and Formation and Development Committees shall be the standing committees of the Board. In addition to any ex-officio Committee members, each such committee shall consist of at least two (2) Trustees selected and appointed by the Chair and approved by the Board, and each shall have such authority of the Board as may lawfully be delegated to a committee by a resolution of designation, except for the powers of removal from office.

1) Executive Committee. The Chair shall also be the chair of the Executive Committee. The members of the Executive Committee shall include, but need not be limited to the Officers of the Seminary and Board committee chairs. The Executive Committee shall be charged to act on behalf of the Board on matters needing Board attention during the time between Board meetings. In the event there is no Nominating Committee, the Executive Committee shall identify and recommend new trustees to the Board. The Executive Committee, under the leadership of the Chair, is charged with ensuring the preparation and review of the Report of Trustees to the Members, including the written evaluation of the Rector of the Seminary. The Executive Committee shall assume those functions ordinarily assumed by other Board committees if such committees are not established. Any action of the Executive Committee shall be reported for ratification at the next meeting of the Board. The Archbishop of New York, the Bishop of Brooklyn and the Bishop of Rockville Centre or their designated proxy trustee shall be ex-officio members of the Executive Committee.
2) **Finance Committee.** The Finance Committee shall oversee annual budget preparations, recommend such budget for approval by the Board, and monitor on a monthly basis the achievement of budgetary goals. The Finance Committee shall also meet with auditors annually to receive and review financial statements. The Finance Committee shall also have such other purposes, functions, duties, and authority as the Board shall determine. The Archbishop of New York, the Bishop of Brooklyn and the Bishop of Rockville Centre or their designated proxy trustee shall be *ex-officio* members of the Finance Committee.

3) **Building and Grounds Committee.** The Building and Grounds Committee shall assess the need for capital improvement, prioritize these needs, and plan for carrying them out while reporting on same to the Trustees. The Building and Grounds Committee shall also have such other purposes, functions, duties, and authority as the Board may determine.

4) **Academic and Formation Committee.** The Academic and Formation Committee shall monitor program implementation and quality, as well as assess possibilities for program enrichment and expansion; compliance with the Laws, Rules, and Regulations; and progress with the strategic plan while reporting on same to the Trustees. The Academic and Formation Committee shall also have such other purposes, functions, duties, and authority as the Board may determine.

5) **Development Committee.** The Development Committee shall oversee the preparation and implementation of plans for attracting necessary philanthropic and other resources needed to sustain and enhance the fulfillment of the Seminary's programs and mission including responsibility for enhancing public awareness of the Seminary's programs. The Development Committee shall also have such other purposes, functions, duties, and authority as the Board may determine.

Section 2. **Special Committees of the Board.** The Board may designate such Special Committees of the Board as it deems advisable. The member(s) of a Special Committee shall be appointed by the Chair from among the Trustees and require Board approval. Each Special Committee of the Board shall have only the powers specifically and lawfully delegated to it by the Board in a resolution of designation.

Section 3. **Committee Minutes and Reports.** Each committee of the Board shall keep minutes of its proceedings and report thereon to the Board.

Section 4. **Quorum and Voting.** Unless otherwise provided in a resolution of the Board designating a committee, a majority of the committee shall constitute a quorum. If a quorum is present, the act of a majority shall constitute the act of the committee.
Section 5. **Committee Chair.** Except where otherwise provided in these by-laws, a resolution of the Board designating a committee may either appoint the chair thereof or authorize the Chair to do so. In the absence of such appointment or authorization, the committee shall elect its own chair.

Section 6. **Rules.** Each committee may adopt rules for its own governance not inconsistent with these by-laws or with any rules that may be adopted by the Board.

Section 7. **Terms.** All committees of the Board and all members thereof shall serve at the will of the Board. Each member of any such committee shall serve until the next annual meeting of the Board and until a successor is appointed.

Section 8. **Eligibility for Committees.** Unless otherwise provided for in these by-laws, a Trustee shall be eligible to serve on one or more committees. The Chair may invite participation of persons who are not Trustees of the Seminary to serve on committees. However, any member of a committee who is not a Trustee may not vote. The Chair shall be an *ex-officio* member of all committees. The Rector may participate in any committee meeting as requested by the committee. The Chair may authorize and direct staff members of the Seminary to serve as advisors of or consultants to a committee.

**Article XI**

**Reserved Powers**

Section 1. **Actions Requiring a Majority Vote of the Members.** Taking into consideration the recommendations of the Board of Trustees of the Seminary and in accordance with the provisions of the New York State Not-for-Profit Corporation Law, the vote of a majority of the Members then in office at their annual, regular, or special meetings held upon notice of the proposed action(s) shall be required for the following actions:

1) Election of Trustees of the Seminary;

2) Election of the Chair of the Board of Trustees;

3) Any amendment to the charter, by-laws, or mission statement of the Seminary;
accordance with such plan, the Board shall, after paying or making provision(s) for the payment of all of the liabilities of the Seminary, distribute the remaining assets of the Seminary for a similar use or purpose to such organization(s) affiliated with the Archdiocese of New York and organized and operated exclusively for charitable purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code as the same shall then be in force or the corresponding provision of any future United States Internal Revenue Law as the Board, with the approval of the Members of the Seminary, and the written consent of the Archbishop shall determine. The dissolution of the Seminary and any distribution(s) of its assets thereto shall be subject to any laws then in force as may require the approval thereof or consent thereto by any court/judge or of any governmental department, agency, or official having jurisdiction thereof.

**Article XIII**

**Indemnification and Insurance**

Section 1. **Authorized Indemnification.** The Seminary shall indemnify any person (if deceased, such person’s estate, or if a guardian has been appointed by a court for such person, such guardian; each an “Indemnified Person”) as is required by law. Unless clearly prohibited by law or Section 2 of this Article XIII, and as determined in accordance with Section 5 of this Article XIII, the Seminary may indemnify any Indemnified Person made or threatened to be made a party in any action or proceeding whether civil, criminal, administrative, investigative, or otherwise, including any action by or in the right of the Seminary by reason of the fact that such person (if deceased, such person’s estate, or if a guardian has been appointed by a court for such person, such guardian), whether before or after adoption of this section, is or was a Member, Trustee, or Officer of the Seminary or, in addition, is serving or has served in any capacity at the request of the Seminary as a Member, Trustee, or Officer of any other corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise. The indemnification may be against all judgments, fines, penalties, amounts paid in settlement (provided the Seminary shall have consented to such settlement), and reasonable expenses, including attorneys’ fees and costs of investigation(s) incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding and any appeal thereof.

Section 2. **Prohibited Indemnification.** The termination of a civil or criminal action or proceeding by judgment, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Trustee or Officer did not act in good faith for a purpose which such person reasonably believed to be in the best interest of the Seminary or for which such person had
reasonable cause to believe that his/her conduct was unlawful. Notwithstanding the foregoing, the Seminary shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes or the Board in good faith determines that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled.

Section 3. Advancement of Expenses. The Seminary may, at the request of an Indemnified Person, pay or promptly reimburse his/her reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Seminary, with interest, for any amount advanced and for which it is ultimately determined that such person is not entitled to be indemnified under the law or Section 2 of this Article XIII. An Indemnified Person shall cooperate in good faith with any request by the Seminary that common legal counsel be used by the parties to such action or proceeding who are similarly situated, unless it would be inappropriate to do so because of actual or potential conflicts of interest between/among the parties.

Section 4. Indemnification of Others. Unless clearly prohibited by law or Section 2 of this Article XIII, the Board may approve the indemnification as set forth in Section 1 of this Article XIII or advancement of expenses as set forth in Section 3 of this Article XIII to a person (if deceased, such person’s estate, or if a guardian has been appointed by a court for such person, such guardian) who is or was employed by the Seminary or who is or was a volunteer for the Seminary and is made or threatened to be made a party to any action or proceeding by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Seminary in any capacity for any other seminary corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise.

Section 5. Determination of Indemnification. Indemnification mandated by a final order of a court with competent jurisdiction is to be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, and if indemnification has not been ordered by a court, the Board shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these by-laws. The Board shall authorize any such indemnification by resolution. Before indemnification can occur, the Board must explicitly find that such indemnification will not violate the provisions of Section 2 of this Article XIII. No Trustee with a personal interest in the outcome or who is a party to such actual or threatened action or proceeding concerning which
indemnification is sought shall participate in this determination. If a quorum of disinterested Trustees is not obtainable, the Board shall act only after having received a written opinion from an independent legal counsel that such indemnification is proper in the circumstances under then applicable law and these by-laws.

Section 6. **Insurance.** The Seminary shall purchase Trustees’ and Officers’ liability insurance as is authorized and approved by the Board. To the extent permitted by law, such insurance may insure the Seminary for any obligation it incurs as a result of this Article XIII or operation of law, and it may also directly insure Members, Trustees, Officers, employees, or volunteers of the Seminary for liabilities against which they may not be indemnified under this Article XII, as well as for liabilities against which they may be indemnified by the Seminary.

Section 7. **Nonexclusive Rights.** The provisions of this Article XIII shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Seminary with any Member, Trustee, Officer, employee, or volunteer, providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article XIII, subject in all cases to the limitations of Section 2 of this Article XIII.

**Article XIV**

**Conflict of Interest**

In accordance with Article 7 of the New York State Not-for-Profit Corporation Law for the purposes of this Article XIV, a Member, Trustee, Officer, committee member, professional staff member, or other employee or agent of the Seminary (each an “Interested Person”) shall be deemed to have a conflict of interest in a contract or other transaction if such person is the party, one of the parties, or directly related to a party contracting or dealing with the Seminary or is a Member, Trustee, Officer, committee member, professional staff member, other employee or agent of, or has a material financial interest or influence in the entity contracting or dealing with the Seminary (each, a “Conflict of Interest”).

An Interested Person having a conflict of interest in a contract or other transaction presented to the Board for authorization, approval, or ratification shall make a prompt, full, and frank disclosure of such person’s interest to the Board prior to its acting on such contract or transaction in conformance with the Seminary’s conflicts of interest policy and procedure. No contract or other transaction between the Seminary and an Interested Person in which there exists a conflict of interest shall be either void
or voidable for this reason alone or by reason alone that such Interested Person is present at the meeting of the Board or of a committee thereof which authorizes such contract or transaction or by reason that such Interested Person's vote is counted for such purpose if the material facts as to such Interested Person's interests in such contract or transaction are disclosed in good faith or are known to the Board or committee, and same Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such Interested Person.

Article XV

Non-Discrimination

The Seminary shall not, in carrying out its purposes as set forth in the Seminary's Charter and in its practices, engage in discrimination against or harassment of any person in violation of the provisions of applicable state and federal laws or the Seminary's policies, including but not limited to, anything connected with recruitment, appointment, promotion, transfer, salary, training and development, demotion, and removal. Consistent with its purpose and mission to promote priestly formation and prepare candidates for the priesthood, the Seminary reserves the right, consistent with the ministerial exception to the discrimination laws, to hire Catholic priests and Catholic lay men and women.
Chapter Five

5.1 Administration

The Chair of the Board of Trustees appoints the rector and the full-time faculty with the responsibilities of the administration and day-to-day operation of the seminary.

Members of Administration Include:

5.1.1 Rector

5.1.2 Rector’s Council

A. Academic Dean
B. Dean of Seminarians
C. Director of Spiritual Formation
D. Director of Liturgical Formation
E. Director of Pastoral Formation
E. Director of Assessment and Re-accreditation
F. Director of Admissions

5.1.3 Administrative Faculty

A. Associate Dean
B. Director of the Corrigan Memorial Library
C. Director of Sacred Music
5.1.1 Rector

“In the handling of all affairs, the rector of the seminary represents it unless competent authority has established otherwise for certain affairs.” (CIC, c. 238)

“The rector…serves as the pastor of the seminary community. He sets the direction and tone of the seminary program. By creating a climate of mutual confidence and trust, he elicits the full cooperation and involvement of faculty and students.” (PPF 318)

The principal responsibilities of the rector are expressed in the PPF 318-323. There, his role as pastor (#318); interlocutor with boards, bishops, religious superiors, faculty, students (#319); chief administrative officer (#320); his central responsibility for spiritual concern for faculty and students, rector’s conferences, and obligation to preside at prayer and Mass (#321); challenge to live what he encourages in students in the life of virtue and evidence of love and service to the Church (#322); and the possibility of the assumption of additional administrative roles, with the exception of spiritual direction of seminarians (#323), is expressed.

The rector is appointed by the Chair of the Board of Trustees in consultation with the Executive Committee.

Duties of the Rector include:

- Serve as secretary of the Executive Committee of the Board of Trustees
- Attend meetings of the Board of Trustees
- Inform the Board of Trustees of seminary concerns
- Consult with the Board of Trustees on Institutional Assessment
- Represent the seminary to the general public
- Work with the Director of Assessment and Reaccreditation in matters that pertain to the government and educational agencies, e.g. MSCHE, ATS, NYSED, PUST, and Congregation for Catholic Education of the Holy See
- Maintain contact with the bishops of the inter-diocesan partnership and execute their directives
- Maintain contact with other Ordinaries and religious orders whose dioceses/communities are present in the program of priestly formation. In the instance of religious orders the relationship between St. Joseph’s Seminary (SJS) and the congregation/community will be determined by their canonical status according to the CIC/CCEO, e.g. pontifical/diocesan right
- Attend ordinations or send representation from SJS to ordinations
- Attend rectors’ meetings at the National Gathering of Rectors, and, within the annual MATS meeting; report to the Board of Trustees, faculty, and seminarians on national developments
- Assume the responsibility of leadership and coordinate a faculty ownership of leadership in establishing a strong community life in the seminary
• Oversee the integration of the human, spiritual, intellectual and pastoral formation of the program of priestly formation
• Coordinate and oversees all aspects of seminary life according to the norms of the PPF and CIC/CCEO
• Serve on the Formations Advisors’ committee
• Chair the Rector’s Council meetings
• Serve as official interlocutor between the Board of Trustees, administration, Rector’s Council, faculty, student body, and staff, and share the concerns of the Board of Trustees’ deliberations with the administration, faculty, student body, and staff
• Recommend appointments of new full-time faculty members to bishops of the inter-diocesan partnership and, with the partnership’s approval, also to the Board of Trustees following consultation with the academic dean and/or appropriate members of the Rector’s Council
• Convene and preside at all faculty meetings
• Oversee the development of the annual budget in collaboration and consultation with respective departments, deans, the Rector’s Council, the faculty, the controller, the Finance Committee of the Board of Trustees, the Chief Financial Officer of the Archdiocese of New York, which is presented to the Board of Trustees for approval
• Review faculty performance, encourage faculty development, support and encourage faculty research and publication
• Make final decision at the local level, on matters of discipline for both faculty and students, when all subsidiary procedures have been completed
• Consult with the formation advisors, recommend students to the appropriate Ordinaries/Religious Superiors for Candidacy, the Ministries of Lector and Acolyte, and ordinations to the Diaconate and Priesthood
• Charged with the ultimate responsibility of recommending/not recommending students for advancement to the sacred order of deacon and to the sacred order of presbyter; ordinarily, he should follow the recommendation of the formation faculty who vote on the candidates. In the case that he does not follow the recommendation he assumes personal accountability to the Ordinary/Religious Superior and the Board of Trustees. The rector should be prepared to explain his reasons in writing.
• Dismiss students who are not proper candidates for advancement to orders upon consultation with the formation advisors
• Serve as pastor of the entire seminary community, i.e. faculty, students, and staff
• Work with Chief Financial Officer of the Archdiocese of New York, Controller at SJS, and the Archdiocesan Development Office on fundraising projects for the seminary
• Collaborate with the Vocations’ Directors of the arch/diocesan offices and of the religious communities
• Oversee the M.A. degree programs on the three campuses as rector/president of St. Joseph’s Seminary and College
• Work in collaboration with the Director of the Archdiocesan Office of the Permanent Diaconate
• Recommend to the Cardinal-Archbishop of New York those candidates of the Permanent Diaconate who are to be advanced to the sacred order of deacon

• Provide the Ordinary/Religious Superior with the faculty’s end-of-the year evaluation for each seminarian. He also must report to the Ordinary/Religious Superior and to the inter-diocesan partnership council on the particular concerns he has for members of the faculty, students and staff.

• Make sure that protocols are in place for the Rector’s Review Committee of the Office of Rector. While the committee should include members of the Board of Trustees, faculty, students and staff, the rector may make no appointments to the committee.
5.1.2 Rector’s Council

The Rector’s Council is the primary consultative body that assists the rector in the day to day operations of the seminary. The members of the Rector’s Council are full-time faculty members who are designated with additional part-time administrative responsibilities of implementing and coordinating various aspects of the life of the seminary in consultation with the rector. The members of the Rector’s Council are directly appointed to their respective administrative responsibilities by the Chair of the Board of Trustees.

The Council consists of the following members:

A. Academic Dean
B. Dean of Seminarians
C. Director of Spiritual Formation
D. Director of Liturgical Formation
E. Director of Pastoral Formation
F. Director of Assessment and Re-accreditation
G. Director of Admissions
Academic Dean

The director of intellectual formation, normally a priest, is the academic dean, who normally should possess a terminal degree and assists the rector in intellectual formation, including faculty hiring and development. The academic dean administers the intellectual formation program of the seminary in all its aspects: curriculum, courses, methods of instruction, and the academic quality and performance of faculty and students ... coordinates the academic work of the seminarians at the affiliated college or university,... may be assisted by the registrar ... (PPF 334-336).

The academic dean is a full-time faculty member who serves in the part-time administrative capacity of implementing the academic policies of the Board of Trustees and their Academic Affairs Committee. The academic dean is directly responsible to the rector.

Duties of the Academic Dean include:

- Direct all academic program at Saint Joseph’s Seminary at all campuses
- Supervise the associate deans and registrars at all seminary locations
- Serve on the Academic Committee of the Board of Trustees
- Develop the academic budget with the rector
- Evaluate, develop and revise the curriculum in conjunction with the Board of Trustees’ Academic Affairs Committee, with the approval of the rector, and after consultation with the faculty
- Is responsible for the quality of academic performance of both faculty and students using standard instruments of evaluation
- Chair the Faculty Academic Affairs Committee
- Chairs the Student Academic Affairs Committee
- Recruit candidates for full-time and adjunct faculty positions
- Develop the academic calendar for all seminary programs
- Develop the academic budget in consultation with the rector
- Is responsible for the publication of the Seminary Bulletin
- Supervise the preparation and distribution of all necessary lists, grades, reports, etc.
- Serve as faculty advisor to the seminarians
- Serve as faculty moderator of the Dunwoodie Review
- Encourage faculty publications
- Assist the Director of Assessment in the implementation of the mandates of the seminary’s accrediting agencies
- Represent the seminary at meetings of the seminary’s accrediting agencies and other educational associations
Dean of Seminarians

The dean of seminarians is a member of the seminary administration who is appointed by the Archbishop of New York, in consultation with the rector, and confirmed by the Board of Trustees. He assists the rector in the day-to-day functioning of the seminary community and is responsible for the good ordering of the house. The dean is an “external forum” member of the faculty and governs human formation issues, taking the role of director of human formation (PPF #325-327).

The dean of seminarians is a full-time faculty member who serves in the part-time administrative capacity of overseeing the day-to-day life and human formation of the seminarians. The dean of seminarians is directly responsible to the rector.

Duties of the Dean of Seminarians include:

- Assist the rector in the governance and human formation of seminarians
  - Meet with the rector on a regular basis to discuss important matters of the house order, seminarian status, and other administrative matters
  - Attend all meetings of the Rector’s Council and works together with other members of the council in order to address seminary issues and implement plans for seminary formation
  - Oversee attendance, health, attire, and other important matters of human formation
  - Provide schedules for seminarians and faculty, including updates to the house horarium
  - Coordinate trips for seminarians and faculty members, planning transportation and providing schedules (e.g. March for Life, Chrism Masses, Ordinations, etc.)
  - Assist in the planning of the official visits of bishops and religious superiors
  - Assist with re-accreditation procedures of the seminary
  - Assist with the planning of the annual house calendar
  - Serve on the Admissions Committee
  - Prepares nominations for class representatives to the rector

- Serve the faculty and administration by providing information and services that help the institution achieve its mission of forming and training priests (e.g., official reports and updates on seminarians at monthly faculty meetings)

- Chair the Formation Advisors Council (PPF #326)
  - Direct weekly meetings that discuss the progress and growth of each seminarian.
  - Create and maintain the schedule of meetings for faculty advisors
• Take the votes on seminarians at the end of the year for advancement in the formation program
• Act as one of the faculty advisors for a set group of seminarians
• Assign faculty advisors to seminarians

• Serve all seminarians in the community—diocesan and religious
  • Meet with seminarians daily to address practical issues and matters of human formation
  • Offer “Dean’s Conferences” to diocesan seminarians on human formation topics
  • Grant permission for seminarians to be away from the regular seminary formation schedule
  • Edit and distribute the seminarian handbook at the start of each year
  • Assign seminarian rooms, chapel seating locations, house job assignments, and special duties for seminarians
  • Ensure that students receive medical assistance as needed
  • Supervises the use of seminary vehicles
  • Chair the student life committee and report to the faculty on key issues
  • Reprimand those seminarians who do not follow established policies and reports infractions to the rector and faculty advisor
  • Facilitate orientation of new seminarians
  • Work together with the vocation directors on visits and events

• Act as liaison between seminarians and charitable groups which provide financial contributions to the seminarians (i.e. Knights of Columbus, Ancient Order of Hibernians, Berdan Fund, etc.)
  • Connect groups and organizations to seminarians (e.g., recommending names of seminarians to the Knights of Columbus)
  • Coordinate visitations made by the Knights of Columbus and the Ancient Order of Hibernians
  • Attends outside functions in order to maintain relationships between charitable organizations and seminarians
  • Maintain records of donations from charitable groups
Director of Spiritual Formation

“This priest is appointed by the Ordinary and assists the rector by coordinating the entire Spiritual Formation Program, giving it unity and direction.” (PPF #329).

The Director of Spiritual Formation is a full-time faculty member who serves in the part-time administrative capacity of coordinating the seminary’s program of spiritual formation. The Director of Spiritual Formation is directly responsible to the rector.

Duties of the Director of Spiritual Formation include:

- Serve on the Spiritual Life Committee
- Convene the Student Spiritual Life Committee at least once a semester for the purpose of evaluating the spiritual program and makes recommendations for change
- Submit committee meeting minutes and any recommendations that require approval or action to the rector
- Prepare and submits to the Board of Trustees an annual report on the Spiritual Development Program, prepared to summarize the report orally and respond to questions and observations
- Participate in faculty meetings
- Arrange retreats and days of recollection, and recruits priests from outside the seminary to conduct them
- Provide ample opportunity for the seminarians to use the Sacrament of Reconciliation
- Make himself available for private confession at designated times throughout the week
- Recommends books and articles for the seminarians’ private spiritual reading
- Recommend appropriate library acquisitions in the area of spirituality
- Bring to the attention of his colleagues any concerns or recommendations pertaining to spiritual formation
- Does not contribute in any way to the faculty’s evaluation of individual students, nor does he voice any observation whatsoever concerning individual students
**Director of Pastoral Formation**

“The director of pastoral formation assists the rector in the pastoral formation of seminarians … coordinates the pastoral activities of students, so that they engage effectively in pastoral programs, reflect on their work, and gain deeper insight into the mission of the Church … provides an evaluation of the seminarian’s work … provides adequate pastoral supervision for seminarians, including orientation and training of adjunct field education supervisors who work directly with the seminarians in their pastoral assignments … if … more than an organizer of field education experiences, then this position should be filled by a priest (PPF 337-340).

The Director of Pastoral Formation is a full-time faculty member who serves in the part-time administrative capacity of overseeing and supervising all areas of the seminary’s Pastoral Formation Program. The Director of Pastoral Formation is directly responsible to the rector.

**Duties of the Director of Pastoral Formation include:**

- Provide the rector and the voting faculty with a report of the seminarians’ pastoral development indicating strengths and areas where development of skills is needed
- Serve as one of the faculty advisors
- Select appropriate settings for pastoral experiences and assist selected supervisors for the Wednesday pastoral assignments
- Select appropriate settings and pastors for the Summer Internship Program
- Arrange the pastoral workshops for First Theology and the Pastoral Workshops for First and Second Theology at the start of the Spring Semester
- Coordinate the Spanish Summer Language Program
- Provide supervisors of the Wednesday Pastoral Assignments, the pastors of the Weekend Assignments for the Transitional Deacons, and the pastors of the Summer Internship Programs with the necessary instruments of evaluation
- Coordinate the assignments for the annual Seminary Fundraiser
The careful preparation and execution of liturgical celebrations should be supervised by the Director of Liturgy. Because the liturgical life of the seminary shapes the sensitivities and attitudes of seminarians for future ministry, an authentic sense of the holy mysteries should be carefully preserved in all liturgical celebrations along with a care for their beauty and dignity.” (PPF #118).

The Director of Liturgical Formation is a full-time faculty member who serves in the part-time administrative capacity of overseeing the liturgical life of the seminary community, making provision and giving direction for the daily celebration of the Eucharist, the Liturgy of the Hours, and other liturgical celebrations. The director is directly responsible to the rector.

Duties of the Director of Liturgical Formation include:

- Supervise all matters related to the celebration of Mass and other liturgies within the seminary
- Supervise seminarians as they fulfill their responsibilities related to liturgy
- Supervise the seminarians holding house jobs most directly related to liturgy: Masters of Ceremonies, Sacristans, House Organists, and Music Coordinator
- Schedule and supervise the execution of Liturgy Committee meetings at least two times per semester
- Submit committee meeting minutes and any proposed recommendations that require approval or action to the rector
- Conduct liturgical formation sessions in anticipation of the conferral of ministries and on an ad hoc basis
- Schedule principal celebrants for the community Mass
- Oversee the diaconate and priesthood liturgical practica
- Contact the offices of (arch)bishops who will be residing at seminary liturgies
- Function as a resource to members of the faculty as they seek to “model for seminarian as the proper way to preside at the sacraments, especially the Eucharist” (PPF, #118)
- Oversee the maintenance and decoration of seminary chapels and sacristies in coordination with the rector
- Produce the annual Advent Lessons and Carols Prayer Service
- Recommend appropriate library acquisitions in the area of liturgy
Director of Assessment and Accreditation

The Director of Assessment and Accreditation (DAA) is a full-time faculty member who serves in a part-time administrative capacity of overseeing the institutional and programmatic assessment of the Seminary. He monitors the seminary’s adherence to the institutional and educational standards of the agencies for accreditation. The Director of Assessment and Accreditation is directly responsible to the rector.

The DAA’s specific responsibilities include the following, but are not limited to them:

- Maintain and update as needed a current comprehensive plan for the assessment of student outcomes in all degree programs
- Draw up, at the beginning of each year, a schedule of responsibilities and timelines for all assessment activities of that year, and for the implementation of the seminary’s strategic plan
- Assist the rector in the coordination of institutional assessment with the Board of Trustees
- Communicate the requirements of the assessment process to the Board of Trustees and to all persons directly involved in it, and monitor compliance with the requirements
- Make provision for the deployment of outside expert evaluators in those parts of the assessment process that require it
- Assemble and store assessment data (electronically and as hard copy) as these are available, subject to the terms of the seminary’s policy on such files
- Communicate and interpret the results of assessment, as all levels of the institution; also communicates with all external constituencies bearing an interest in assessment
- Ascertaint annual budgetary needs for assessment activities and coordinate these needs with the rector and the Controller and Treasurer
- Assure that assessment data is made available to any future process of program improvement at the seminary that may require it
- Initiate at appropriate intervals, and with outside expert advice, an evaluation of any assessment procedures that may be in place, and use the results of such evaluation to improve these procedures
- Maintain contact with and reports to the Association of Theological Schools, Middle States Commission on Higher Education, New York State Education Department, Pontifical University of St. Thomas Aquinas, and the Congregation of Catholic Education for the Holy See
Director of Admissions

The Director of Admissions is a full-time faculty member who serves in the part-time administrative capacity of implementing seminary policies relating to admissions. The Director of Admissions is directly responsible to the rector.

Duties of the Director of Admissions include:

- Oversee the development and implementation of, and adherence to, the academic admissions policies of St. Joseph’s Seminary
- Correspond with the vocation directors, administrators of the Cathedral Seminary House of Formation (Douglaston), religious superiors and when necessary with bishops of other dioceses with regard to the men seeking admission to Saint Joseph’s Seminary
- Assure that applications and admissions documents from men applying for acceptance as seminarians for the Archdiocese of New York are submitted and compiled, and that all admissions requirements are duly complied with
- Maintain all personal documents of Archdiocesan seminary candidates, including their confidential psychological evaluations in a secure location, and assure that only authorized individuals have access to a candidate’s files
- Organize the appointment and conduct of admissions boards for all Archdiocesan seminary candidates
- Coordinate with administrators of the Cathedral Seminary House of Formation to insure the formational and academic policies of those programs are in keeping with the admissions expectations of Saint Joseph’s Seminary
- Prepare the Admissions Report for the Board of Trustees meetings
5.1.3 Administrative Faculty

Certain other full-time faculty members have full-time administrative responsibilities within the life of the seminary and its academic programs. All administrative faculty are appointed by the rector with the approval of the chair of the Board of Trustees.

Members of the Administrative Faculty include the following:

A. Associate Dean
B. Director of the Corrigan Memorial Library
C. Director of Sacred Music
Associate Dean

The associate dean(s) is a full time faculty member who is designated with the responsibility of assisting the academic dean in directing all Academic Programs of the seminary. The associate dean(s) is directly responsible to the academic dean.

Duties of the Associate Dean(s) include:

- Assist the academic programs in collaboration with the academic dean
- Collaborates in maintaining the integrity of all academic programs
- Collaborate with associate deans at additional campus locations
- Collaborate with director at the Douglaston campus
- Investigate the needs of the three dioceses regarding appropriate training of parish lay ministers
- Assist in formulating and implementing institution-wide academic and administrative policies in collaboration with the Rector’s Council
- Assist the dean and rector on the assessment of adjunct and new faculty members and the evaluation of existing faculty members
- Plan and coordinate the summer program at each location under the direction of the academic dean
- Collaborate with the library director at each location to ensure that the appropriate research materials are available to students at each location
- Prepare and implement the orientation program for new students in the MA, MAPS, MACPS and certificate programs
- Collaborate with the director of accreditation and assessment, the academic dean, and the rector in preparing materials pertaining to accreditation
- Collaborate with the Vocations Office and Diaconate Office of the three dioceses
- Reviews applications for the MA, MAPS, MACPS, and certificate programs
- Oversee the maintenance and updating of all academic records with the registrar
- Serve on various faculty and administration committees
- Advise MA, MAPS, MACPS and certificate students regarding their academic program and coursework
- Coordinate publicity and advertisement for the academic programs and the seminary at large
- Assist with the updating of the catalog and handbooks
- Oversee production of brochures, handbooks, catalogs and class schedules
- Oversees the maintenance and updating of academic component of St. Joseph’s website
- Represent the seminary at meetings of professional educational organizations
- Maintain correspondence with students and alumni
- Supervise administrative assistant
- Coordinate the annual graduation ceremony in collaboration with the rector and academic dean
- Arrange with diploma services to obtain diplomas for all seminary graduates;
- Oversee the Catholic Philosophical Studies Program at Douglaston (Associate Academic Dean at the Huntington Campus)
- Arrange field education for students in the MAPS program
Director of the Corrigan Memorial Library

The Director of the Corrigan Memorial Library is a full-time faculty member with responsibilities which are primarily related to administration and for supervising the day-to-day operation of the Corrigan Memorial Library. The Director of the Corrigan Memorial Library is directly responsible to the rector.

Duties of the Director of the Corrigan Memorial Library include:

- Oversee the daily operations of the library, such as cataloging, reference service, interlibrary loans, instruction, etc.
- Responsible for hiring and supervising library staff, allocating duties and setting work schedules
- Plan and administer the library budget
- Manage all aspects of the library’s cataloging operations
- Responsible for the selection and acquisition of library materials
- Work closely with the faculty of St. Joseph’s to ensure that individual collections remain viable academic resources
- Act as a liaison to OCLC and other library vendors
- Insure that all shared electronic resources are to be made available to St. Joseph’s students both on and off of each of St. Joseph’s campuses
- Responsible for overseeing the compliance with the requirements of accreditation for St. Joseph’s Seminary Library
- Oversee appropriate cooperation in information literacy instruction for both staff and students of St. Joseph’s Seminary
- Participate in professional organizations that will both raise the profile of seminary and lay education in the New York area and benefit the seminary library through contact with other theological libraries
- Work with rector, academic dean, and faculty to develop policies and projects
- Insure that services are being delivered at the library
- Maintain communication with the directors of the libraries at the Immaculate Conception Seminary and the Cathedral House of Formation, to continue to explore ways in which the libraries can cooperate with each other and share resources.
The Director of Sacred Music is a full-time faculty member with responsibilities which are primarily related to administration and management of the Sacred Music Program. The director of Sacred Music is directly responsible to the Director of Liturgical Formation.

The duties of the Director of Sacred Music include:

- Direct the cantoring program
- Train the cantors
- Manage the schedule for house organists
- Plan and prepare weekday and Sunday celebrations of the Mass and Liturgy of the Hours
- Provide instruction in liturgical music within the seminary community
- Train individuals in the presidential chants of the Liturgy
- Teach Sacred Music courses to seminarians, candidates for the permanent diaconate, and laity
- Provide instruction for Liturgical Music as needed for celebration in the Ordinary and Extraordinary Forms
- Serve as organist for some Liturgies with seminarian organists
5.2 Administrative Staff

The administrative staff assists the rector and the faculty in the day-to-day operations of the seminary. Each member plays an indispensable role in the life of the seminary. Each member of the staff is either hired by the rector or provided by the Archdiocese.

Members of the Administrative Staff:

A. Administrative Assistant to the Rector
B. Controller
C. Coordinator of Outside Activities and Supervisor of Support Staff
D. Director of Communication and Technology
E. Registrar
F. Bursar
G. Director of Buildings and Grounds
H. Director of Food Services
Administrative Assistant to the Rector

The administrative assistant to the rector assists the rector in the day-to-day operations of the seminary. He/she maintains close contact, communication, and correspondence with the offices of the Archdiocesan and Diocesan Chancelleries and all other Archdiocesan and Diocesan agencies. The administrative assistant is directly responsible to the rector.

**Administrative Assistant to the Rector**

- Provide the correspondence and filing re candidacy, ministries, ordinations to diaconate and priesthood with the Archdiocese, dioceses, and religious congregations
- Prepare and organize the rector’s correspondence and filing
- Review with the rector all correspondence and issues of the rector’s office
- Prepare monthly faculty agenda
- Prepare the meetings of the Board of Trustees (BOT) and maintenance of BOT files
- Screens telephone calls for the rector
- Make travel arrangements for the rector and faculty
- Is the contact person with respective Chancery offices and offices of the various provincials
- Provide administrative assistance to Director of Assessment and Re-accreditation
- Provide administrative assistance to the Director of Admissions
- Coordinate all requests for overnight reservations
- Prepare special events / calendar correspondence – SJS division of Archdiocese of New York Office of Development
- Manage the rector’s calendar
- Attend weekly staff meetings
- Responsible for preparation for ordination (tickets, notices, invitation lists, etc.)
- Carry out other assignments/special projects assigned/approved by the rector
Controller

The Controller of Saint Joseph’s Seminary provides direction on all financial management, reporting and control systems, accounting practices, and “assists the rector in the stewardship of the financial and physical resources of the seminary” (PPF #343). The controller reports directly to the rector and coordinates his managerial responsibilities with the Chief Financial Officer of the Archdiocese of New York.

Duties of the Controller include:

- Oversee and direct all financial management and accounting activities including general ledger, accounts payable / receivable, payroll, bank reconciliations, audit, cash management, planning and monitoring, and month-end closing schedules
- Formulate, recommend, and implement sound fiscal policies, procedures, and controls
- Organize and staff the Finance Department
- Maintain effective communication of financial position with the Board of Trustees (BOT), including operating results, cash flow projections, and capital plans
- Work with external accountants in the preparation of annual audited financial statements
- Work closely with program directors to ensure that fiscal requirements are identified, realized, and monitored
- Work closely with program directors to develop annual budget and provide regular reporting to program staff, rector, and the BOT during the year to review actual to budget experience
- Organize and coordinate meetings of the Finance Committee of the BOT
- Act as a liaison between St. Joseph’s Seminary and the Chief Financial Officers of the participating arch/dioceses to satisfy audit needs and ensure that proper information is maintained and shared
- Ensure that policies, practices, methods, and procedures conform to the professional standards and to the mission and ethical values of the Catholic Church
- Work with the Archdiocese’s Director of Information Technology to determine the organization’s technology needs and develop plans to address them
- Work with the Archdiocese’s Director of Real Estate and outsourced vendors to maintain properly St. Joseph’s Seminary’s buildings, facilities, and grounds
- Clearly communicate duties and responsibilities and monitor the work performance of assigned personnel
- Assist the rector and Director of Assessment and Re-accreditation in preparing reports for maintaining and renewing accreditation with the Association of Theological School (ATS), the Middle States Commission on Higher Education (MSCHE), and other affiliated bodies
- Works with the Director of Human Resources of the Archdiocese of New York on matters related to lay employees, including recruiting, compensation, benefits and performance
- Collaborate with Archdiocesan Finance Department on special projects
Coordinator of Outside Activities and Supervisor of Support Staff

The Coordinator of Outside Activities and supervisor of support staff assists the rector in the seminary’s day-to-day operations connected with the coordination of outside activities and the support staff. The coordinator of outside activities and supervisor of support staff is directly responsible to the rector.

Duties of the Coordinator for Outside Activities and Supervisor of Support Staff include:

- Review with the rector the tasks/issues of administrative support staff
- Oversee assignments of administrative staff’s clerical assistance to the faculty
- Trains staff
- Act as the liaison with Sacred Heart Institute (SHI)
- Act as liaison with the Office of the Permanent Diaconate (ADNY)
- Act as liaison with the Office of Telecommunications
- Coordinate all requests for campus use
- Oversee inventory of supplies
- Coordinate Google calendar (outside/inside)
- Coordinate submission of check requests
- Disperse petty cash
- Manage the rector’s calendar
- Attend weekly staff meetings
- Act as liaison with Yonkers Police Department and coordination of campus security with the Director of Department of Buildings and Grounds
- Other assignments/special projects assigned/approved by the rector
**Director of Communications and Technology**

The Director of Communications and Technology oversees all of the communication and technology needs of the seminary. The director of communications is directly responsible to the rector.

**Duties of the Director of Communications include:**

**Communications**
- Inform all faculty, staff, and students of any emergency alerts, i.e. weather, via email and website posts
- Initiate communication with Catholic media regarding events and articles about the seminary
- Organize and participate in collaboration with staff members on special events within the seminary and with outside organizations
- Maintain contact with Arch/diocesan offices of communication and public information in consultation with the rector

**Advertising**
- Create ads for the seminary with *Catholic New York, The Tablet, and Long Island Catholic* regarding the promotion of events at St. Joseph’s and contributing to special edition issues
- Design and submit advertising of events and for the MA Program at St. Joseph’s
- Create the brochures for each semester’s course listings and prepare the mass mailings
- Update the dunwoodie.edu website regularly

**Technology**
- Facilitate workshops and individual training to faculty for web-based tools to enhance teaching, specifically wikis for educators and google docs
- Research and present findings to the rector on SIS and LMS platforms to enhance St. Joseph’s record keeping and course management across the three campuses
- Collaborate with the Data Center in finding a solution to bring SIS and LMS tools to the three campuses
- Collaborate with outside vendors to install and operate the video-teleconferencing monitors across the three campuses
- Design and upload student forms on the dunwoodie.edu website
- Communicate via email and post on the dunwoodie.edu website any and all emergency announcements to the faculty, staff, and students
• Create and monitor surveys through the software program, Survey Monkey

**Special Projects**

• Work with the rector and faculty members in editing and updating the Administration and Faculty Handbook
• Edit MA Student Handbook for the Yonkers and Huntington campuses
• Contribute to Middle States Accreditation Working Group for Technology
Registrar

“The registrar is responsible for maintaining the academic records of the students.” (PPF #467)

The registrar reports to the academic dean and has overall responsibility for student records at all campuses of St. Joseph’s Seminary. The registrar will alternate his or her office time between all of the seminary campuses.

Duties of the Registrar include:

- Manage student records in all existing degree and certificate programs.
- Receive undergraduate and graduate transcripts and other data of students applying to and accepted by the seminary.
- Prepare and forwards requested transcripts and semester grade reports.
- Answers inquiries regarding registration or academic records via telephone, email, or in person.
- Work closely with the Office of Bursar and Office of Finance.
- Verify all data required for course registration for all students.
- Collect and maintain permanent academic records and course syllabi and distributes all grade reports.
- Prepare and distribute class rosters, course/teaching schedules, academic calendar, and lists of days in class in consultation with academic dean.
- Alert the academic dean and associate deans of students with failing grades.
- Provide final grades to the academic dean and associate deans upon request.
- Distribute course evaluation forms to students then summarizes the results for the academic dean and the Faculty.
- Summarize scholastic data (e.g. enrollment information, graduation statistics, end of semester reports, etc.) upon request by faculty and administration.
- Assist faculty in coordinating data needed for the annual assessment of candidates for the priesthood.
- Prepare and maintain current statistical information on students.
- Obtain faculty data information and updates the lists of faculty publications.
- Maintain and upgrade Record of Ordination Book.
- Calculate averages and obtain S.T.B. diplomas from Angelicum and arranges payment for the diplomas.
- Is the HPN coordinator and gives necessary information to staff and/or students, completes survey (electronically) requested by NY State Department of Health.
- Is one of the Designated School Officials (DSO) for obtaining and maintaining the activity of the I-20 (Student Visa) for the foreign students coming to St. Joseph’s Seminary.
- Send out tuition bills to the Dioceses and Religious Orders for Seminarians.
- Collaborate with the Office of the Associate Dean for graduation commencement and attends the graduation ceremony.
• Assist the academic dean with information for the annual bulletin

**Information Systems and Preparation:**

• Manage SEVIS as Designated School Official (DSO) for all campuses – Inputs and updates the Student and Exchange Visitor Program System for foreign students
• Assign and coordinate areas of responsibility for the collection and inputting of data for external reports at all St Joseph’s Seminary campuses
• Complete academic reports, questionnaires and surveys received from authorized sources:
  • NYSED (New York State Education Department)
  • MSCHE (Middle States Commission on Higher Education)
  • ATS (The Association of Theological Schools)
  • NYSDOH – Immunizations (HPN Coordinator)
  • OPEN DOORS - International Student Census Survey
  • CARA, et al.
Bursar

The bursar is responsible to the associate dean(s) and works with the Finance Department on the collection of non-seminarian tuition payments.

Duties of the St. Joseph’s Seminary Bursar include:

- Answer appropriate academic inquiries via telephone, internet (information on the website), and in person
- Create databases and lists for mailing and other forms of communication from the Huntington Campus
- Maintain records of semester registrations and tuition payments for all campuses
- Reports to the seminary Finance Office the monthly tuition collected and other data as requested by Academic Administrators
- Prepare, distribute, and supervise class rosters, faculty availability sheets and teaching schedules for the Huntington Campus
- Communicate with faculty to collect booklists and syllabi, maintains semester folders – then distributes this information to Library for Huntington Campus
- Communicate with faculty regarding classroom needs at the Huntington Campus
- Alert building supervisors to classroom maintenance issues, and building security needs regarding academic program on the Huntington Campus
- Process Huntington, Douglaston, and Yonkers Invoices for student tuition, manage student payment plans
Director of Buildings and Maintenance

The Director of Buildings and Maintenance works closely with the rector in managing and maintaining St. Joseph’s Seminary, Cardinal John O’Connor Archive Building, Cardinal Spellman Recreation Center, Bishop Fearn Building, and Pope Benedict XVI Hall. The seminary grounds consist of 47 acres, 6 buildings, and 13 men on staff. The Director of Buildings and Maintenance is provided through the Archdiocese of New York.

Duties of the Director of Buildings and Maintenance include:

- Supervise ABM workers, Housekeeping staff, Spellman Recreation Center staff, the personnel records, union affairs, payroll records
- Solicit bids from Contractors for projects, purchasing equipment and supplies
- Prepare Annual Report for the Board of Trustees on buildings and grounds
- Work within two budgets, maintenance / operations and Recreation Center
- Manage in-house renovations and repairs, e.g., priest’s suites, classrooms, plumbing, electrical and communication
- Report to the Dean of Students and the Manager of ABM one day a week
- Send and receive files from the Archdiocese to be stored in the Archdiocesan Record Retention Center located at St. Joseph’s Seminary, then bills appropriate offices accordingly
- Conduct yearly personnel performance reviews
- Establish and maintain a planning process for identifying short and long term goals and objectives of the plant
- Conduct scheduled meetings with the custodial lead man and the maintenance lead man to coordinate activities, identify problems, and suggest solutions
- Report regularly to the rector
Director of Food Services

The Director of Food Services is responsible for planning and delivery of the daily meals. The Director of Food Services is provided by the Archdiocese of New York, and collaborates with the rector to meet the food service needs of the seminary.

Duties of the Director of Food Services include:

- Develop short term and long term financial and operational plans for the unit, which support the overall objectives of the seminary.
- Prepare the annual budget
- Monitor the performance of the unit through verification and analysis of customer satisfaction systems and financial reports as well as initiating corrective actions.
- Maintain product and service quality standards by conducting ongoing evaluations and investigating complaints. Initiate corrective action
- Implement and sustain special events
- Establish and maintain a proactive human resource function to ensure employee motivation, training and development, wage/benefit administration and compliance with established labor regulations
- Establish and maintain applicable preventative maintenance programs to protect the physical assets of the unit
- Maintain a security function, which protects both the assets of the unit and the personal safety of associates and customers
- Implement and maintain effective two-way communication systems which reach all associates
- Develop new programs, which result in an increased level of customer satisfaction and operational excellence
- Manage in compliance with established company policies and procedures
- Oversee and participate in the preparation and service of food and beverage items in adherence to company food standards for preparation, presentation, sanitation and safety (meeting HACCP and OSHA guidelines) and portion control
- Plan/coordinate menus utilizing the appropriate seminary programs
- Ensure timely meal service to all service areas and supervise serving of meals
- Respond to customer complaints in person at the time of the complaint or via e-mail for electronically received complaints
- Train associates in proper execution of their job duties
- Determine work procedures, prepares work schedules, and expedites workflow
- Utilize seminary systems for completion of required daily/weekly/monthly reports such as inventory, cash reports, production records, payroll/time-keeping, etc
- Ensure proper cash handling procedures are followed- receipts/change funds/petty cash are balanced
- Order food and other supplies from the approved sources
• Direct and participate in the overall sanitation and safety of the facility and employees in accordance with seminary and governmental agency standards
• Develop sanitation schedule and ensures that food service associates adhere to the cleaning schedules
• Ensure that regularly scheduled CHAT sessions are held
• Issue written and oral instructions
• Hire, train, evaluate and discharge workers (discharges require the review and approval of HR and the Office of Legal Affairs)
• Manage in compliance with local, state and federal laws and regulations
• Observe workers engaged in preparing, portioning, and garnishing foods to ensure that methods of cooking and garnishing and sizes of portions are as prescribed
• Plan or participate in planning menus and utilization of food surpluses and leftovers, taking into account probable number of guests, marketing conditions, popularity of various dishes, and menu
• Estimate food consumption and purchase or requisition foodstuffs and kitchen supplies
• Review menus, analyzes recipes, determine food, labor, and overhead costs, and assign prices to menu items
• Direct food apportionment policy to control costs
• Supervise cooking and other kitchen personnel and coordinates their assignments to ensure economical and timely food production
• Test cooked foods by tasting and smelling them
• Familiarize newly hired cooks with practices of kitchen and oversee training
• Establish and enforce nutrition, sanitation, safety and merchandising standards
• Assure compliance with all sanitation ServSafe and safety requirements
• Resolve customer concerns

Food Safety/Sanitation
• Ensure proper presentation, portion control, and maintenance of proper serving temperatures – follows HACCP standards
• Maintain sanitation and orderliness of all equipment, supplies and utensils within work area
• Handle foods items appropriately during preparation
• Ensure proper food preparation by utilizing approved recipes and in following prescribed production standards
• Keep display equipment clean and free of debris during meal service as assigned
• Clean equipment, as assigned and in a timely fashion
• Clean workstation thoroughly before leaving the area for other assignments
5.3 FULL-TIME FACULTY

Introduction

“All faculty members should be dedicated to the total formation of the students, willing to form with them a genuine educational community. Faculty teach first by the quality of their lives. External discipline or mere words are much less effective teachers. Faculty members, priests, religious, and laity alike must therefore exemplify the Gospel in their own lives.” (PPF #351)

The full-time faculty shares responsibility collegially with the rector for the actualization of the seminary’s mission. Full-time faculty members have the primary responsibility of administering and/or teaching in the degree programs of Saint Joseph’s Seminary at all of its campuses and locations.

Thus, all full-time faculty members are responsible for understanding the needs, spirit, and goals of the seminary so that they may work collaboratively with the rector in fulfilling the seminary’s mission.

The key factor of the success in any academic institution is its faculty. Given the nature and mission of the seminary, all faculty members are expected to be examples of true witnesses to the faith for all students by their own lives of faith. To this end, all faculty members are asked to participate in the liturgical and prayer life of the seminary. The faculty is to serve the seminary and its students in a professional and charitable manner.

In addition to teaching, many of the full-time faculty are also asked to accept part-time administrative responsibilities for the proper day-to-day running of the seminary. In addition, many of the resident priest faculty will also be asked to participate directly in the formation of future priests as either a Formation Advisor or Spiritual Director. All faculty members are also to accept appointments to both permanent and ad hoc committees that are deemed necessary for the proper administration of the seminary’s programs.

Faculty members are expected to contribute to the wider interests of the Church community. Faculty members are encouraged, to the extent possible, to show pastoral concern and to participate in and share their talents with the greater ecclesiastical and civic communities.
Faculty Appointment

All full-time appointments to the Faculty are made by the Archbishop of New York, after consultation with the Board of Trustees, the rector and the faculty. The names and *curricula vitae* of competent priests, lay people or religious, who are considered for full-time appointment to the faculty, will also be submitted to the Executive Committee of the Board of Trustees by the rector.

Full-time Priest faculty are assigned by their respective Ordinary or Religious Superior for service to the seminary. Lay people are hired by the seminary according to the policies of the Human Resources Department of the Archdiocese of New York.

Term of Service

Full-time faculty members will have their term of employment detailed in their official Letter of Appointment.

Normally, priest faculty members are expected to complete the term of their assignment. However, for pastoral or other reasons, the priest’s respective Ordinary or Religious Superior reserves the ecclesiastical right to reassign the priest to service outside the seminary before the completion of the term.

Faculty Meetings

Faculty meetings are scheduled by the rector who presides or may delegate another member of the faculty to preside. All full-time faculty members are expected to attend faculty meetings, which are scheduled at regular intervals during each semester. At the discretion of the rector, other members of the seminary administrative staff or adjunct faculty members may be asked to attend such meetings.

Faculty meetings are opportunities for the exchange of information and ideas among the faculty; they also provide the rector and other members of the administration with the opportunity to bring matters of particular concern to the faculty for their deliberation and counsel. The faculty should be concerned not only with the particular issues to which the administration may direct their attention, but with the philosophy, direction, and well-being of the seminary.
Faculty meetings are an essential means by which the faculty fulfill their obligations to assist the seminary in achieving its mission.

The Board of Trustees, in turn, reviews all those proposals of the faculty which bear upon the mission of the seminary.

The agenda for all faculty meetings is coordinated by the rector in conjunction with the Rector’s Council.

**Faculty Interactions**

Each faculty member should, by his or her attitude and conduct, promote and preserve an atmosphere in the seminary that is conducive to a rational and dispassionate exchange of ideas. Diversity of opinion among faculty members should be recognized as a means of stimulating students to search for truth. Diversity always presumes adherence to the Church’s Magisterium. Collegiality shall be a guiding principle in faculty-administration relationships, but the unique role and responsibility of the rector, as the Ordinary’s delegate, must be recognized.

**Sabbatical Policy**

The Sabbatical policy for seminary faculty is as follows:

- Members of the full-time faculty become eligible for a sabbatical upon completion of seven full academic years of service.

- The duration of a sabbatical will be one semester (fall or spring). There would also be no obligation to teach in the M.A. summer session either following or preceding a sabbatical semester.

- Each faculty member on sabbatical leave will receive his or her full salary.

- Because of the small size of the faculty, ordinarily only one member can be on sabbatical leave in a given semester.

- Each faculty member requesting a sabbatical is to submit a formal proposal to the Faculty Academic Committee that states the goals, means, and timeframes of the sabbatical. These requests are then submitted to the rector for final approval.
• Proposals for sabbatical leaves should be submitted to the Committee at least one full calendar year before the beginning of the leave. This will ensure that the academic dean will have sufficient time in which to find a replacement.

• A member of the faculty who is also a Seminarian advisor must also coordinate his plans for a sabbatical leave with the Dean of Seminarians.

**Due Process for Termination of Appointment**

Termination may come about by expiration of term of employment, by resignation, retirement, the prior commitment of a priest or religious to his/her legitimate superior, or by dismissal for adequate cause.

In a case which involves the possibility of removing the rector, the Board of Trustees will appoint a committee to review the case.

In cases which involve the possibility of scandal, the rector, in consultation with the Board of Trustees, may suspend a faculty member from the performance of his/her responsibilities and duties. Within thirty days, either the suspension is to be lifted or the process for dismissal is to be initiated.

Dismissal for cause requires adjudication according to due process. A faculty member may be dismissed for conduct unbecoming a faculty member, for failure to adequately perform one’s duties, or for lack of professional competence as a scholar or teacher. At all times, a faculty member is entitled to full protection of his or her rights by the Due Process Norms accepted by the U.S.C.C.B. and by the due process established by the Archdiocese of New York.

If such a situation comes to light, which might lead to serious consideration of dismissal for cause, the following procedure is to be observed:

1. The rector informs the faculty member in writing of the reasons why such serious consideration is being given to dismissal. The faculty member is given fifteen (15) days to respond in writing

2. If the situation is still not satisfactorily resolved, the rector informs the faculty member, in writing, that he is establishing of Board of Inquiry, consisting of three full-time faculty members to investigate the matter further.
3. All documentation is sent to a Board of Inquiry composed of three members of the faculty. Both faculty members and rector come to an agreement on the composition of the Board of Inquiry. This Board conducts a fact-finding hearing, considers all written documentation, and hears any witnesses, which either party wishes to bring. Rector and faculty members are present at the hearing. The Board issues an advisory opinion to the rector.

4. If the matter is not resolved after meeting with the Board of Inquiry, three members of the Board of Trustees are called upon to serve as a Board of Inquiry. The Board of Trustees hold a meeting similar to the first Board of Inquiry. The Board of Trustees issue an advisory opinion to the rector.

5. The Board of Trustees or rector makes a recommendation with all documentation included to the Archbishop.

**Conflict Resolution Procedures**

Faculty members are entitled to respect and professional conduct from one another. At times, tensions and misunderstandings may arise from the perception of failure in these expectations. It is hoped that the parties involved could resolve any difficulties between them in informal negotiations.

If dialogue between two parties does not resolve a particular conflict, then either party may discuss the issue with the rector. The rector will act as a mediator or facilitator in a subsequent conversation with both parties in order to arrive at a resolution.

The rector will formulate a memorandum from the minutes of the meeting which will be signed by the rector and all parties involved. This memorandum will be kept on file in the rector’s Office.
5.4 Formation Faculty

“Formation mentors/advisors monitor seminarians assigned to them in all areas of formation and they assist in the evaluation process. They should be priests who are exemplary in their dedication to the Church and to the ministerial priesthood.” (PPF #328)

“Priests who are assigned as spiritual directors and designated for this function by the diocesan bishop or religious ordinary are responsible for the individual spiritual direction of seminarians. Those who act in this capacity should be exemplary priests who are dedicated to the Church’s service and to the ministerial priesthood.” (PPF #332)

As the primary mission of Saint Joseph’s Seminary is the formation of future priests, many of the full-time priest faculty will be assigned to take part in the seminary’s program for priestly formation. These will include Faculty Advisors, who serve in the external forum, and Spiritual Directors, who guide seminarians in the internal forum.

Faculty Advisors

Faculty advisors are full-time, resident priests who are in charge of the particular formation of ten to fifteen seminarians. They evaluate the progress of the seminarians in each of the “four pillars” of priestly formation: human, spiritual, intellectual, and pastoral. Faculty advisors operate within the external forum and are able to freely share important information about seminarians with the rector and other faculty advisors. (PPF #328)

**Duties of Faculty Advisors include:**

- Meet regularly (usually once per month) with each advisee, discussing progress in the four pillars of priestly formation and growth toward celibacy, obedience, and simplicity of life.

- Challenge advisees in areas needing improvement, follow-up on those challenges, and encourage men along their journey of formation

- Write a comprehensive, year-end summary of each advisee’s progress, noting strengths and weaknesses.

- “Present” each advisee to other advisors throughout the year, asking for input and suggestions about the advisee’s progress in formation

- Take part in the votes on each seminarian at the end of each year

- Consult the various instruments of evaluation in monitoring the progress of each advisee (e.g., self-evaluation, peer evaluations, grid sheets, pastoral evaluations from pastors, etc.)
Spiritual Directors

In addition to the main spiritual director of the entire seminary community, other “assistant” spiritual directors are assigned to seminarians. These priests, who may serve within the seminary itself or may come from outside the community, operate within the internal forum and are not able to share information regarding their advisees with anyone and all conversations with advisees are strictly confidential. (PPF # 333)

Duties of Spiritual Director include:

- Meet regularly (usually once per month) with each advisee
- Be available to advisees for counseling and confession
- Work together with the main spiritual director on spiritual formation issues
- Attend faculty meetings and other gatherings where seminarians and formation issues are discussed
- Attend meetings with the rector or sessions of the Faculty Advisory Council in the presence of advisees, acting as a “listening presence” only (“one-way conversation”)
5.5 Academic Faculty

Full-time faculty members bear the primary teaching responsibility for all Academic Programs offered by St. Joseph’s Seminary at all campuses and course offering sites. An appointment to the full-time faculty as a Professor or an Associate Professor means a commitment to both the development of a culture of theological scholarship and the vital ecclesial vocation of the formation of future priests,deacons, religious and lay leaders.

In order to teach on the seminary faculty, a canonical mission from an appropriate ecclesiastical authority is required (see PPF 345). All full-time Professors and Associate Professors are required to make the Profession of Faith and Oath of Fidelity to the Church and the Magisterium.

All seminary faculty members should have advanced and preferably terminal degrees in their particular area of academic competency. In addition, Professors, especially in the sacred sciences, are to have Pontifical Degrees from universities or institutions recognized by the Holy See.

Each full-time faculty member is obligated to view his or her position as his or her major professional commitment. A Professor or Associate Professor who intends to accept a part-time teaching assignment outside of Saint Joseph’s Seminary must discuss the assignment with the academic dean. The Dean will ascertain whether the added employment will interfere with the faculty member’s primary obligations at the seminary and will make a recommendation to the rector, who will then approve or disapprove.

Any other approved duties a Professor or Associate Professor accepts outside of the seminary must not conflict with his or her primary assignment or detract in any way from his or her role in the fulfillment of the mission of the seminary.

In addition, all full-time Professors and Associate Professors should view their assignment as obligating them to serve the academic needs, whenever possible, of the local dioceses which the seminary serves. Thus, in addition to their teaching schedule, faculty members are expected to maintain availability to serve on seminary, Archdiocesan, and diocesan committees and commissions when asked.

A culture of theological scholarship requires recognition on the part of each faculty member and the entire faculty that the faculty is first and foremost a learning community itself. Thus, the seminary faculty is a community of scholars committed to prayer and study of the Catholic faith in service to the seminary community and to the wider
theological community through their publications, talks and participation in academic conferences.

**FACULTY CATEGORIES**

The Academic Faculty of the seminary consists of teachers who fall under the following categories:

**Professors**: Those who are assigned to teach full-time who possess doctorates or licenses in the theological, philosophical or juridical disciplines from a university or institution recognized by the Holy See.¹

**Associate Professors**: Those who are assigned to teach full-time who possess doctorates in the theological or philosophical disciplines.²

**Adjunct Professors**: Those who are assigned to teach individual courses based upon their respective areas of professional and academic competence.

**Course Load and Teaching Responsibilities**

The average teaching load for full-time Professors and Associate Professors is five courses during the academic year (i.e., Fall and Spring semesters). For full-time faculty members, including resident priests, class instruction time will not exceed twelve credit hours per week.

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¹ See *Program of Priestly Formation* no. 346: “The professors should have advanced, preferably terminal, degrees in their teaching areas. Professors in the sacred sciences, as well as philosophy, should possess a doctorate or licentiate from a university or institution recognized by the Holy See. Priest faculty members should have appropriate experience in pastoral ministry.” Also, see *Code of Canon Law*, Canon253 §1: “The bishop or bishops concerned are to appoint to the function of teacher in philosophical, theological, and juridical disciplines only those who are outstanding in virtue and have obtained a doctorate or licentiate from a university or faculty recognized by the Holy See.”

² Associate Professors can attain the rank of Professor through the pursuance of a Licentiate Degree from a university or institution recognized by the Holy See.
In assigning full-time faculty members to teaching responsibilities, the academic dean is to be mindful of the obligations assumed by the individual faculty members for their administrative duties, spiritual direction, faculty advising, etc.

Because the full-time Academic Faculty bears the primary responsibility for teaching in all of the seminary’s academic programs at all campuses and locations, a full-time assignment to the seminary Faculty requires the willingness of each faculty member to be available to travel across all St. Joseph’s locations for the purpose of fulfilling the seminary’s mission.

The teaching responsibilities for each full-time Professor and Associate Professor include:

- Submitting a detailed syllabus to the Academic Dean’s Office (prior to the beginning of the semester) for each course that follows the academic policies established by the seminary;
- Including Intended Student Learning Outcomes in the course syllabus which reflect those established for the academic department and degree Program in which the Adjunct Professor is teaching;
- Teaching each course according to the number of credit hours and required sessions that will be established by the academic dean each semester;
- Communicating any foreseen absences or changes in the schedule to the academic dean’s office as soon as possible;
- Following the seminary’s grading policy and submitting the grades earned by each student to the academic dean within two weeks after the final examination;
- Returning all written materials with comments either directly to the students or to the academic dean’s Office;
- Being available to consult with students throughout the semester and to discuss the examinations and final grades with them;
- Participating in the seminary’s system for programmatic assessment and professor assessment (including in-class observations by the academic dean once a year, review of the Student course evaluations each semester, etc.)

**FACULTY ACADEMIC COMMITTEE**

The Faculty Academic Committee is the primary advisory board to the rector regarding the seminary’s academic degree programs and all academic policies. This Committee is charged with assisting the rector and academic dean in overseeing the seminary’s degree programs and for periodic reviews of the curriculum, the implementation of academic
policies, making recommendations for and reviewing the resumes of potential full-time and adjunct faculty members, etc.

The Faculty Academic Committee is chaired by the academic dean and consists of the Chairpersons of all of the seminary’s academic departments and the associate deans, who serve *ex officio*, and other faculty members who are appointed by the rector because of their particular expertise and experience.
ACADEMIC DEPARTMENTS

The seminary’s academic faculty is organized into the following Departments:

- Sacred Scripture
- Dogmatic Theology
- Moral Theology
- Ecclesiastical History
- Canon Law
- Liturgical and Sacramental Theology / Sacred Music
- Homiletics
- Philosophy
- Pastoral Studies
- Psychology
- Ancient and Pastoral Languages

DEPARTMENT CHAIRPERSONS

The Chair of each department is the senior resident priest in the department. If there is no resident priest in the department, the academic dean will act as Department Chair. The Dean will carry out the duties in consultation with the members of the department.

Duties of the Department Chairperson

- Serve on the Faculty Academic Committee
- Chair regular departmental meetings
- Coordinate the study and review of department offerings during periods of Faculty Review of the curriculum
- Assist the academic dean to execute seminary academic policies within the department
- Assist the academic dean in the recruitment of future full-time and adjunct faculty members within their department
• Recommend possible electives to the academic dean for inclusion in the academic offerings

Professor Assessment

The rector is responsible for annual reviews of each seminary professor and associate professor. To assist him in this important duty, the seminary faculty follows a process which consists of a series of meetings arranged by the academic dean to interview each Professor and Associate Professor.

Each of these annual meetings will consist of the following three interviewers:

1. The academic dean
2. A professor elected by the body of Professors every two years
3. A faculty member voted on by the faculty
4. A Professor selected by the interviewee in consultation with the academic dean.

The following areas will be discussed:

• Classroom teaching (including the review of student evaluations and classroom observations)
• Research and publications
• Status of pending academic degree (if applicable)
• Participation in professional meetings
• Requests for funding to attend professional meetings and to purchase books software, etc.
• Sabbaticals
• Service to other areas of seminary life insofar as any such service impacts Academic responsibilities
• Other concerns

This process provides a collegial conversation that allows each Professor and Associate Professor to reflect on his or her service to the academic programs of St. Joseph’s Seminary and professional development. At the conclusion of this process, the academic dean generates a brief report to the rector, based on the interviews, which will assist him with his annual review of seminary professors and associate professors.
**Academic Freedom**

*The Program for Priestly Formation*, paragraph 365, outlines:

The freedom of expression required by the exigencies of theological science should be respected as well as the ability to do the research required for its progress (CIC, c. 218; CCEO, c. 21). Seminary statutes should provide for appropriate freedom of inquiry that allows and encourages study and reflection in teaching and publishing. This freedom must be understood in the contest of the purpose of the seminary, and balanced by the rights of the students, the institutions, and the Church. “The freedom proper to theological research is exercised within the Church’s faith...In theology this freedom of inquiry is the hallmark of a rational discipline whose object is given by revelation, handed on and interpreted in the Church under the authority of the Magisterium, and received by faith. (*Donum veritatis*, nos.11-12).

Academic freedom is encouraged among the faculty and students of St. Joseph’s Seminary, and should be recognized to fall within St. Joseph’s mission of forming priests and laity after the heart and mind of the Catholic Church. Nevertheless, dissent from the *Magisterium* of the Catholic Church, is inimical to the mission of educating theologians with an authentic understanding of revealed truth that is maintained and interpreted by the *Magisterium*; it prevents authentic theological discussion, which has at its root humility, and threatens to undermine proper theological formation as such.

It should be emphasized that this neither prevents nor discourages honest intellectual inquiry. Rather, it safeguards such avenues of intellectual exploration by giving them a permanent reference and root in theological truth that is maintained by the authority of the *Magisterium*. True academic freedom situates itself within the Church’s act of faith; it grants to each theologian the capacity to deepen his or her understanding of the Mystery of God while safeguarding him or her from the inherent dangers entailed by such a dignified task.

**Curriculum Review**

Periodically, at the initiation of the academic dean and the Faculty Academic Committee, the seminary faculty engages in discussion of the curricula of the seminary’s degree programs. This is intended to provide for the coordination of course content, to keep the
faculty informed, to insure the integrity of the curriculum, and to provide for its revision according to the best use of the faculty’s expertise and the developments in the various academic and pastoral fields.

**Ongoing Education**

Continuing personal and professional growth is the shared responsibility of every faculty member. The seminary provides assistance, when it can, and makes reasonable adjustments of schedule and class load to facilitate the completion of degree requirements. It allows members to take advantage of opportunities for educational enrichment and for publishing which redound to the good of the seminary.

**Professional Meetings and Conventions**

Faculty members are encouraged to maintain active membership in appropriate professional and educational associations and societies. The annual budget provides for each faculty member to attend one professional meeting or convention in his/her field of specialization.

**Adjunct Faculty**

Adjunct professors are hired by the seminary to teach individual courses in a given semester based upon their respective areas of professional and academic competence. These arrangements are made each semester by the academic dean in consultation with the rector and the Faculty Academic Committee.

Adjunct Professor Responsibilities include:

- Informing themselves of the Mission and Learning Outcomes of the seminary so that they may work collaboratively with the rector and the Faculty in fulfilling the seminary’s mission;
- Submitting a detailed syllabus to the Academic Dean’s Office (prior to the beginning of the semester) for each course that follows the academic policies established by the seminary;
- Including Intended Student Learning Outcomes in the course syllabus which reflect those established for the academic department and degree Program in which the Adjunct Professor is teaching;
- Teaching each course according to the number of credit hours and required sessions that will be established by the academic dean each semester;
• Communicating any foreseen absences or changes in the schedule to the Academic Dean’s Office as soon as possible;
• Ensuring that all lights are turned off and windows are closed after each class session;
• Following the seminary’s grading policy and submitting the grades earned by each student to the academic dean within two weeks after the final examination;
• Returning all written materials with comments either directly to the students or to the Academic Dean’s Office;
• Being available to consult with students throughout the semester and to discuss the examinations and final grades with them;
• Participating in the seminary’s system for programmatic assessment and professor assessment (including in-class observations by the academic dean once a year, review of the Student course evaluations each semester, etc.)
Chapter Six

DIRECTOR OF PSYCHOLOGICAL SERVICES

The Director of Psychological Services is appointed by the rector with the approval of the Chair and the Board of Trustees. The Director reports directly to the rector and: (a) provides for and oversees the delivery of psychological consultations and counseling services to students; (b) is available for consultations with faculty and administration, and (c) assists the rector in obtaining, integrating, and evaluating other psychological or psychiatric services as needed by the seminary.

The Director holds faculty rank in accord with his professional qualifications and experience.

Duties of the Director of Psychological Services include:

- Interview and/or assign to consulting psychologist(s) all new and re-entering students. This interview includes a review and interpretation of the initial psychological assessment so that students can be helped in meeting the report’s recommendations in planning and continuing their human formation and affective maturity
- Provide regularly scheduled counseling services to individual students and specially formed groups as need indicates, ranging from regular meetings to periodic reviews of formation status
- Provide or make provisions for counseling services to students who seek such follow-up on their own
- Collaborate with the rector and Director of Admissions in developing student services, admission policies, and protocols to implement the recommendations of the admissions/psychological assessment
- Consult with the rector, deans, Director of Spiritual Formation, and faculty regarding the developmental needs of both individual students, and the students at large, within guidelines of professional confidentiality. Give or arrange for in-service conferences relating to psychological services
- Communicate with mental health and behavioral science professionals in other formation institutions and outside agencies
- Arrange and recommend for the rector’s approval all referrals for outside counseling or therapy, psychological assessments, and psychiatric consultations
- Review student’s status should situations of psychiatric hospitalization seem indicated, and/or for conditions requiring medication. Reports findings and recommendations to the rector
• Provide an annual report on Psychological Services for the Board of Trustees

Referrals

The rector, deans, Director of Spiritual Formations or faculty advisors refer students who may need counseling to the Director of Psychological Services. The referral is evaluated and a determination for action is made by the Director. Referrals for outside counseling or therapy, psychological assessments, and psychiatric consultations are made after approval by the rector.

Confidentiality

The Director and staff psychologists adhere to Ethical Principles for Psychologists promulgated by the American Psychological Association which outline standards for professional conduct with respect to confidentiality of privileged information, security of records and reports, and doctor-patient relations.

The use and accessibility of the formal psychological test report is described in a separate policy statement approved by Director, Director of Admissions and the rector.
Chapter Seven

SEMINARY POLICIES AND PROCEDURES

7.1 Code of Conduct

Every employee is called to work for the common good so that the rights and interests of their Employer, fellow employees, and those we are called to serve are ensured. Anything that prevents the common good from being attained requires attention. At times, disciplinary probation, suspension or discharge may be imposed for failing, in the judgment of a department director, to adhere to appropriate standards of behavior or job performance.

It is impossible to cover all areas of proper conduct. Therefore, when in doubt, ask a department director. Some actions that are not acceptable and may lead to disciplinary action up to and including discharge are the following:

- Poor job performance
- Excessive absences
- Inappropriate behavior with clients or co-workers
- Reporting to work under the influence of alcohol or drugs
- Possessing, using or transferring alcoholic beverages or drugs in the workplace
- Insubordination
- Destruction of property
- Harassment
- Tardiness, or being absent from assigned work areas.

Employees are expected to follow the established patterns of good conduct and to comply with St. Joseph’s work rules. St. Joseph’s reserves the right to apply any disciplinary action, which in any instance may range from verbal correction to suspension or discharge for policy violations or improper conduct on the part of an employee. Normally, St. Joseph’s will follow a process of progressive discipline and counseling in an effort to correct inappropriate conduct. However, St. Joseph’s reserves the right to discharge a person immediately for serious infractions that, in its judgment, jeopardizes the interest of St. Joseph’s or the safety and well-being of its employees.
7.2 Performance Appraisals

The primary purpose of performance appraisals is to determine how well an employee is performing his or her assigned responsibilities in accordance with the established policies, practices, and standards of the Employer.

It is the policy of the St. Joseph’s to appraise the progress, performance, abilities and potential of each employee uniformly and objectively at least once each year in order to:

1. Help department directors and supervisors develop a better knowledge and understanding of each employee.
2. Serve as a basis for informing each employee of his/her strengths and weaknesses, so together with the department director and supervisor, plans may be developed to help the employee perform better in his/her present position and/or prepare for a future assignment.
3. Assist the department director and supervisor in making and justifying transfers, promotions, or other employment decisions.

A Performance Appraisal must be prepared by the employee’s supervisor:

- At the completion of the Introductory Period.
- Three (3) or six (6) months after an employee has been transferred or promoted depending on the nature of the new position.
- Annually, at the beginning of each calendar year.
- Whenever it is considered useful to prepare an interim report between regularly scheduled appraisals.

The employee will be asked to sign the appraisal form to acknowledge he/she has been given the opportunity to read the appraisal. The employee’s signature does not signify agreement nor disagreement. If there are any questions or challenges to the review, they should be taken up with the department director or supervisor at the scheduled meeting.

A signed copy of every performance appraisal must be submitted to the Human Resources Office to be placed in the employee’s file.

The annual appraisal usually forms the basis for an annual salary review.

7.3 Policy on Inclusive Language

St. Joseph’s Seminary shall use respectful and gender-inclusive language in its official proclamations and documents and calls upon members of the seminary community to adopt such usage in the conduct of their work and their social life both within and outside the St. Joseph’s Seminary community.
7.4 Technology Policy

E-mail and Internet User Policy

As an educational facilities under the direction of the Archdiocese of New York for internet and email use, St. Joseph’s Seminary will follow archdiocesan policy.

We want to remind all E-mail and Internet users that these systems, like all Archdiocesan systems, are intended primarily for business use and should not be used to communicate sensitive, proprietary, confidential, scandalous or otherwise inappropriate information (including chain letters, solicitations, etc.) or for any purpose which conflicts with the policies, procedures and values of the Archdiocese.

Users of E-mail and the Internet should keep in mind that their messages may be considered records comparable to written correspondence or memoranda. Incidental and occasional personal use of these systems is permitted but subject to the same standards as business use. The misuse of E-mail or the Internet may result in disciplinary action. Individuals using these computer systems are subject to having their activities monitored by authorized Archdiocesan personnel.

Anyone using these systems expressly consents to such monitoring and is advised that if such monitoring reveals evidence of inappropriate activity, Disciplinary action may be taken.

7.5 Harassment Policy

St. Joseph’s Seminary and College is committed to maintaining a workplace that is free from all forms of unlawful harassment, such as sexual harassment and harassment based on factors such as gender, age, race, national origin, color, sexual orientation, marital status, religion, disability, veteran status, and any other protected category. Accordingly, no employee shall engage in conduct that constitutes harassment or bullying. St. Joseph’s will not tolerate harassment in any form, of or by employees, vendors or visitors. This commitment extends to harassment by any employee, regardless of position. Any employee who is found to have acted in violation of this policy will be subject to appropriate disciplinary action, up to and including suspension without pay and/or termination of employment.

Definitions and Examples of Harassment

Prohibited harassment can take many forms. It may include, but is not limited to:

1. Verbal harassment, such as making a joke or comment that refers to a certain gender, race, color, citizenship status, national origin, ancestry, sexual orientation, age, religion,
creed, physical or mental disability, marital status, veteran status or any other basis protected by applicable local, state or federal law, epithets, derogatory comments, vulgar or profane words and expressions or slurs

2. Physical harassment, such as unwelcome touching, assault, blocking, impairing or otherwise physically interfering with an individual’s normal work or movement

3. Visual forms of harassment, such as derogatory posters, cartoons, drawings, e-mail, computer screen savers, graffiti, or photographs

4. Sexual harassment. Examples of sexual harassment may include, but are not limited to:
   • Unwelcome or unwanted sexual advances. This includes physical contact and verbal contact of a sexual nature which is considered unacceptable or unwelcome by another individual.
   • Requests or demands for sexual favors. This includes expressed and implied, subtle or blatant, pressure or requests for sexual favors accompanied by any implied or expressed promise of preferential treatment or negative consequences concerning an employee’s employment status.
   • Verbal abuse or comments which are sexually oriented and considered unacceptable by another individual. This includes comments or compliments which extend beyond mere courtesy, jokes which are clearly unwelcome or of a nature which is offensive to others.
   • Sexually oriented conduct which interferes with the work performance of another. This includes unwanted sexual attention which reduces personal productivity or interferes with the performance of assigned tasks.
   • Creating a work environment which is intimidating, hostile or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contact or attention.
   • Sexual harassment may also include harassing conduct which is targeted at an individual because of that person’s gender but is not necessarily sexual in nature.

Prohibited harassment includes harassment directed at the targeted individual and harassment which takes place within the individual’s hearing.

Normal, courteous, respectful and non-coercive interaction between individuals, which conforms to this policy and is acceptable to both individuals, is not considered to be harassment.

**Reporting All Forms of Discrimination and Harassment**

If employees believe that they have been subject to harassment, they should make their unease and/or disapproval directly and immediately known to the harasser whenever possible. If the situation is not immediately resolved or if the employee is unable to or uncomfortable in addressing the alleged harasser directly, he or she should report the
incident to the Human Resources Office. It is important to make a written record of the
date, time and nature of the incident(s) and the names of any witnesses.
It is important to report concerns of harassment, regardless of the seriousness, to the
Human Resources Office or a department director or supervisor as soon as possible.
Management cannot assist in stopping the harassment from continuing if it is unaware of
the problem.
Reports of alleged harassment or discrimination will be investigated in a timely and
thorough manner. Ordinarily, an investigation of complaints will include an interview
with the victim, the alleged harasser, and any other person who may provide relevant
information. The complaining employee(s) will be informed of the result of the
investigation.
Immediate and appropriate disciplinary action, including termination may be taken against
anyone found to have violated another employee’s rights under the law.
No employee will be subjected to any form of retaliation for making a good faith complaint
under this policy or for assisting in the investigation of any such complaint.

7.6 Grievance Procedure (Archdiocese of NY)

St. Joseph’s Seminary believes effective communication is vital to the fulfillment of our
mission, the success of our school, and the professional growth of all employees. This
procedure insures the accessibility of the supervisor and Archdiocesan Human Resources
representation to all employees so they may freely discuss management problems,
suggestions, and employment related subjects relative to the working environment and the
mission of the St. Joseph’s Seminary. The Archdiocesan Office of Human Resources has the
overall responsibility for maintaining this procedure. In addition, it is the responsibility of
Human Resources to insure all policies and practices are followed by all employees. All
employees are encouraged to bring their employment issues and concerns to the attention
of the Office of Human Resources. This procedure is aimed at fostering a professional
atmosphere of mutual respect and understanding. If employees feel the need to make a
formal complaint, the following steps should be followed in filing a grievance:

1. The complaint should be submitted, in writing, to the attention of the department
director, unless the complaint concerns the department director, in which case, it
should be sent directly to the Employer. The department director or St. Joseph’s is
expected to address the complaint within 5 working days.

2. If a satisfactory solution is not reached, the complaint may be submitted in
writing
to the Director of Human Resources. The employee will receive a reply to the
complaint within 10 working days.
7.7 Drug Free Workplace Policy


St. Joseph’s Seminary and College prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in and on school property. Any employee of St. Joseph’s Seminary determined to have violated this policy will be subject to disciplinary action, up to and including termination.

All employees are required to notify the rector of any drug-related criminal conviction for a violation occurring in the workplace no later than 5 days following conviction.

7.8 Immigration Policy

St. Joseph’s Seminary and College welcomes faculty who are citizens of foreign countries and who possess the proper documentation from the Citizenship and Immigration Services of the United States Department of Homeland Security.

Further information on Citizenship and Immigration regulations may be found on the following federal government web sites:

http://www.ice.gov.sevis

http://www.ed.gov/about/offices/list/ous/international/usnei/us/edlite-visitus-preliminfo.html

7.9 Disabilities Policy

St. Joseph’s endorses and complies with the Americans with Disabilities Act and local and state laws prohibiting discrimination in employment against persons with disabilities. Specifically, St. Joseph’s will not discriminate in hiring, promotion, discharge, wages, job training, fringe benefits or any other aspect of employment against any qualified applicant or employee with a covered disability. Moreover, St. Joseph’s will attempt to provide reasonable accommodation to qualified applicants and employees with disabilities.

St. Joseph’s Seminary will provide reasonable accommodations upon request for qualified individuals with a disability. St. Joseph’s will adhere to all applicable federal and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal employment opportunity to qualified individuals with a disability.

7.10 Copyright Compliance Policy

The federal Copyright Law (Title 17, United States Code, Section 101 and following)
St. Joseph’s endorses and complies with the Americans with Disabilities Act and local and state laws prohibiting discrimination in employment against persons with disabilities. Specifically, St. Joseph’s will not discriminate in hiring, promotion, discharge, wages, job training, fringe benefits or any other aspect of employment against any qualified applicant or employee with a covered disability. Moreover, St. Joseph’s will attempt to provide reasonable accommodation to qualified applicants and employees with disabilities.

St. Joseph’s Seminary will provide reasonable accommodations upon request for qualified individuals with a disability. St. Joseph’s will adhere to all applicable federal and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal employment opportunity to qualified individuals with a disability.

7.10 Copyright Compliance Policy

The federal Copyright Law (Title 17, United States Code, Section 101 and following) requires all members of the St. Joseph’s community, including faculty, academic appointees, staff, students, and volunteers to respect the proprietary rights of owners of copyrights and to refrain from actions that constitute an infringement of copyright or other proprietary rights.

7.11 Weapons and Violence Policy

All members of the campus community and all visitors are prohibited from possessing or carrying weapons of any kind while on campus property, regardless of whether they are licensed to carry the weapon or not. Such prohibition extends to individuals having weapons in briefcases, purses, tool boxes, personal vehicles or other personal property or effects. St. Joseph’s will not tolerate acts of aggression, harassment, or violence on its campus. This policy of “zero tolerance” includes but is not limited to verbal and/or physical aggression, attacks, threats, harassment, intimidation, bullying, domestic violence, the possession, display or threat of a weapon, or other disruptive behavior which causes or could cause a reasonable person to fear physical harm by an individual(s) or group(s) against any person(s) and/or property.
APPENDIX I

St. Joseph’s Seminary

Sexual Misconduct Policy and Procedure
Section 1 – Overview

St. Joseph’s Seminary (the “Seminary”) is committed to an academic, residential and work environment free from sexual misconduct and other forms of unlawful discrimination. Sexual Misconduct, which is defined in Section IV hereof, is prohibited by this Sexual Misconduct Policy and Adjudication Procedure (the “Policy”), as well as by federal and state law. If there is a finding that any form of sexual misconduct in violation of this Policy has occurred, the Seminary will take appropriate action, including, when appropriate, dismissal from the Seminary or termination of employment.

The Seminary seeks to foster a culture of prevention and awareness surrounding sexual misconduct. Any member of the Seminary community who has been a target of, has witnessed, or has information about possible sexual misconduct, including by providing counseling and support services for individual and groups who have been affected by sexual misconduct, holding individuals who violate this Policy accountable through student or employee disciplinary or adjudication processes, and providing education and training to the Seminary community. The Seminary will take appropriate action to eliminate sexual misconduct, prevent its recurrence, remedy its effects on the Seminary community, and, if necessary, discipline behavior that violates this Policy. All Seminary Student’s are entitled to the Bill of Rights set forth in Appendix B of this Policy with respect to New York State Education Law Article 129-B, also known as “Enough is Enough” legislation.

A. Scope of Policy
   Sexual misconduct is strictly prohibited not only under this Policy, but also under federal and state law. All members of the Seminary community, including students and employees, are protected under and are expected to comply with this Policy. When used in this Policy, “employee” refers to both faculty and staff members.

   All students and employees of the Seminary are responsible for their actions and behavior, whether the conduct in question occurs on campus or in a different location. This Policy applies to both on-campus conduct and off-campus conduct that has a reasonable connection to the Seminary. Vendors, independent contractors, visitors, and others who conduct business with the Seminary or who are present on the campus are also expected to comply with this Policy. These parties, most of whom are notified of the Policy through contractual relationships with the Seminary, are held to the same standards.

   When used in this Policy, a “Complainant” is the person who presents as the victim of conduct that is prohibited under this Policy. A “Respondent” is the person who has been accused of violating this Policy.

B. Purpose of Policy
   The Purpose of this Policy is to:
   • Identify the administrators at the Seminary who are responsible for the implementation of this Policy, including the Coordinator, and the scope of his/her role;
   • Define sexual harassment and other forms of sexual misconduct;
   • Identify resources and support services for members of the Seminary community;
   • Provide information as to where a Seminary community member can access resources or obtain support confidentially;
• Provide information on how a Seminary community member can make a report or complaint of sexual misconduct; and

• Provide information on how a report against a Seminary community member will be investigated and adjudicated.

Nothing in this Policy shall be construed to abridge the exercise of academic freedom of inquiry, or free speech or free expression, by any member of the Seminary community.

Nothing in this Policy shall affect the right of the Seminary to take such actions as it deems appropriate to further its educational mission or to protect the safety and security of the Seminary community.
Section II – Statement Regarding Privacy and Confidentiality

The Seminary is committed to protecting the privacy of all individuals involved in a report of sexual misconduct. To the fullest extent practicable, consistent with a full and fair investigation, information related to a report of sexual misconduct will be shared only with those who “need to know” (i) to assist in the investigation and/or resolution of the complaint, or (ii) to allow the Seminary to comply with other requirements. Individuals who are involved in the review, investigation, or resolution of a complaint are trained to understand the importance of safeguarding private information.

Students or employees who wish to obtain confidential assistance without making a report to the Seminary may do so by contacting a confidential resource identified in the Community & Campus Resources section of this Policy. Confidential resources will not share any personally identifiable information with other Seminary employees without express permission unless doing so is necessary to address a serious and ongoing threat to the safety of the Seminary community.

When the Seminary receives a report of sexual misconduct, but the Complainant requests that his or her identity remain confidential or that the Seminary not pursue an investigation, the Seminary must balance this request with its responsibility to provide a safe and non-discriminatory environment for all members of the Seminary community. The Seminary will take all reasonable steps to investigate and respond to the report consistent with the Complainant’s request, but its ability to do so may be limited. If the Seminary determines that it cannot maintain a Complainant’s confidentiality, the Seminary will inform the Complainant as soon as practicable. Seminary employees who cannot guarantee confidentiality will maintain the Complainant’s privacy to the greatest extent possible. The information the Complainant provides to a non-confidential resource will be relayed only as necessary for the Coordinator and others as appropriate to investigate and/or seek a resolution. Regardless of how a Complainant chooses to report an incident, the Seminary will, when appropriate, assist the Complainant with appropriate accommodations. More information on accommodations can be found in Section VIII (B) below.

If the Seminary determines that a reported incident of sexual misconduct poses a threat to the Complainant or the Seminary community or involves potentially criminal conduct, the Seminary may not be able to maintain the requested level of confidentiality. Immediately threatening circumstances include, but are not limited to, reported incidents of sexual misconduct that involve the use of force or a weapon, threats of physical harm, or other circumstances that represent a potentially serious threat to Seminary students, employees, or visitors. In such circumstances, the Seminary may also choose to report the incident to local law enforcement. However, the Seminary policy does not require a Complainant to speak to law enforcement or to pursue any legal action against a Respondent.

All adjudication proceedings under this Policy are to be conducted in compliance with the requirements of Title IX, FERPA, New York State law, and Seminary policy.
Section III – Role of the Coordinator

The Seminary is required to designate at least one employee to coordinate its efforts to comply with federal laws governing sexual misconduct. The Seminary’s compliance coordinator (the “Coordinator”) is:

Rev. William Elder
914-968-6200 ext. 8236
William.Elder@archny.org

The Coordinator has designated the following official to act as deputy compliance coordinator (the “Deputy Coordinator”) and to receive reports of sexual misconduct:

Msgr. Michael Curran
914-968-6200 ext. 8243
Msgr.Michael.Curran@archny.org

Alternatively, students may make a report directly to the Coordinator.

Other than incidents reported to Confidential Resources listed in the Confidential Campus Resources section below, the Coordinator must be advised of all incidents of sexual misconduct reported to the School.

Duties of the Coordinator and the Deputy Coordinators include the following:

- Being knowledgeable about and trained in the Seminary’s policies and procedures and relevant federal and state law;
- Coordinating the investigation and resolution of all reports of sexual misconduct under this Policy;
- Advising any individual, including a Complainant, a Respondent, or a third party, of the procedural options, both informal and formal, available at the Seminary and through local law enforcement.
- Advising any individual, including a Complainant, a Respondent, or a third party, about support services and other resources available both on-campus and off-campus;
- Providing assistance to any Seminary community member regarding how to respond appropriately to a report of sexual misconduct;
- Monitoring compliance with all procedural requirements and timeframe outlined in the adjudication process; and
- training, prevention, and education efforts and reviews of Seminary climate and culture.
Section IV – Sexual Misconduct Defined

Sections IV (A) and IV (B) below define “sexual misconduct” for purposes of this Policy.

A. Sexual Harassment - Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions outlined in (1) and/or (2) below are present; and includes harassment based on gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, when the conditions outlined in (1) and/or (2), below are present.

(1) Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of a person’s employment, academic standing, or participation in any Seminary program and/or activities or is used as the basis for the Seminary’s decisions affecting the individual (often referred to as “quid pro quo” harassment); or

(2) Such conduct creates a hostile environment. A “hostile environment” exists when the conduct is sufficiently severe, persistent, or pervasive that it unreasonably interferes with limits, or deprives an individual from participating in or benefitting from the Seminary’s education or employment programs and/or activities. Conduct must be deemed severe, persistent, or pervasive from both a subjective and an objective perspective. In evaluating whether a hostile environment exists, the Seminary will consider the totality of known circumstances, including, but not limited to:

- The frequency, nature, and severity of the conduct;
- Whether the conduct was physically threatening;
- The effect of the conduct on the Complainant’s mental or emotional state;
- Whether the conduct was directed at more than one person;
- Whether the conduct arose in the context of other discriminatory conduct;
- Whether the conduct unreasonably interfered with the Complainant’s educational or work performance and/or the Seminary’s programs or activities; and
- Whether the conduct implicates concerns related to academic freedom of speech.

A hostile environment can be created by persistent or pervasive conduct or by a single or isolated incident, if sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. A single incident of sexual assault, for example, may be sufficiently severe to constitute a hostile environment. In contrast, the perceived offensiveness of a single verbal or written expression, standing alone, is typically not sufficient to constitute a hostile environment.

B. Other Forms of Sexual Misconduct - In addition to the conduct set forth above as sexual harassment, the following conduct is also deemed to be sexual conduct and is prohibited under this policy:

(1) Sexual Assault
  a. Related to Attempted or Actual Penetration: Having or attempting to have non-consensual vaginal or anal penetration, however slight, with a body part (e.g., penis, tongue, finger, hand) or object, or oral penetration involving mouth to genital contact. This includes sexual intercourse or attempted intercourse under circumstances including:

  - Where the use or threat of intimidation, coercion, or force is involved;
  - Where the other person is incapacitated and that incapacitation should be apparent to a sober, reasonable person in the same situation;
• Where the other person does not consent; or
• Where the other person is under the age of 17

b. Related to All Other Forms of Sexual Contact: Having or attempting to have any non-consensual, non-accidental touching of a sexual nature. This touching can include, but is not limited to, kissing, touching the intimate parts of another or causing the other person to touch the Respondent’s intimate parts. This includes sexual contact under circumstances including:

• Where the use or threat of intimidation, coercion or force is involved;
• Where the other person is incapacitated and that incapacitation should be apparent to a sober, reasonable person in the same situation;
• Where the other person does not consent; or
• Where the other person is under the age of 17

(2) Sexual Exploitation - Sexual exploitation is taking sexual advantages of another person for the Respondent’s own advantage or benefit, or for the benefit or advantage of anyone other than the Complainant. Examples of sexual exploitation include recording, photographing, or transmitting images of another person of a sexual nature web-cam, camera, Internet, etc., without the knowledge and consent of all persons; knowingly exposing HIV or another STD to an unknowing person or to a person who has not consented to the risk; causing or attempting to cause incapacitation for the purpose of making another person vulnerable to sexual assault; allowing third parties to observe private sexual acts; and voyeurism.

(3) Intimate Partner Violence - Intimate partner violence is also referred to as a dating violence, domestic violence, and relationship violence, and includes any act or threatened act of violence against an individual by a person who is or has been, involved in a sexual, dating, spousal, domestic, or other intimate relationship with that individual. It may involve one act or an ongoing pattern of behavior. Intimate partner violence can encompass a broad range of behavior, including but not limited to physical violence, sexual violence, emotional violence, and economic abuse. It can take the form of threats, assault, property damage, and violence to oneself, one’s former or current sexual or romantic partner or to the family members or friends of the sexual or romantic partner.

(4) Stalking - Stalking is a course of conduct directed at a specific person that would cause a reasonable person to be in fear of bodily injury or to experience substantial emotional distress. Course of conduct means two or more acts, including but not limited to: acts made directly, indirectly, or through third parties, by any action, method, or device, including following, monitoring, observing, surveilling, threatening, or communicating to or about another person, or interfering with another person’s property. Substantial emotional distress means significant mental suffering or anguish. Stalking includes cyber-stalking, a particular form of stalking using electronic media such as the Internet, social networks, blogs, cell phones, texts or other similar devices or forms of contact.

(5) Retaliation - Retaliation is any adverse action taken against a person for making a good faith report under this Policy or participating in any proceeding under this Policy. Retaliation includes threatening, intimidating, harassing, coercing, or another conduct that would disadvantage a reasonable person from engaging in activity protected under this Policy. Retaliation does not include good faith actions lawfully pursued in response to a report filed under this Policy.

(6) Aiding or Facilitating - Knowingly and intentionally aiding or facilitating any act of sexual misconduct, before or after the fact, is also a violation of this Policy.
Section V - Definitions of Consent, Coercion & Incapacitation

A. **Affirmative Consent to Sexual Contact** - Sexual contact must be consensual at all times, and sexual contact is considered consensual only after affirmative consent has been given. Affirmative consent is a knowing, voluntary, and mutual decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. The definition of consent does not vary based upon a participant’s sex, sexual orientation, gender identity, or gender expression.

In determining whether consent has been given, it is important to be aware of the following:

- Consent to any sexual act or prior consensual sexual activity between or with any party does not necessarily constitute consent to any other sexual act.
- Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol.
- Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity.
- Consent may be initially given but withdrawn at any time.
- Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm.
- When consent is withdrawn or can no longer be given, sexual activity must stop.

B. **Coercion** - Coercion includes the use of pressure and/or oppressive behavior, including express or implied threats of harm, severe and/or pervasive emotional intimidation which places an individual in fear of immediate or future harm or physical injury or causes a person to engage in unwelcome sexual activity. A person’s words or conduct amount to coercion if they wrongfully impair the other’s ability to freely choose whether or not to engage in sexual activity. Coercion also includes administering a drug, intoxicant, or other substances that impairs the person’s ability to give consent.

C. **Incapacitation** - A person is incapacitated and unable to give affirmative consent if he or she lacks the ability to knowingly choose to participate in sexual activity. An individual may be incapacitated if he or she lacks consciousness or is asleep, is voluntarily restrained, or otherwise cannot consent. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other intoxicants may be incapacitated and therefore unable to consent.

Some indicators of incapacitation may include, but are not limited to, slurred speech, emotional volatility, lack of control over physical movements, lack of awareness of circumstances or surroundings, or the inability to communicate.

It is especially important, therefore, that anyone engaging in sexual activity be aware of the other person’s level of intoxication. The question is whether a sober reasonable person in the position of the Respondent should have known that the individual was incapacitated. Because incapacitation may be difficult to discern, individuals are strongly encouraged to err on the side of caution; *i.e.*, when in doubt, assume that the person is incapacitated and therefore unable to give affirmative consent.
Section VI- Community & Campus Resources

The Seminary is committed to treating all individuals with dignity, care, and respect. Both a Complainant and a Respondent will have equal access to support and counseling service through the Seminary. All parties are strongly encouraged to utilize available resources for assistance.

A. Emergency Resources - An individual who has been the victim of a crime, such as sexual assault, is encouraged to get to a safe place and contact the local police department or call 911 immediately. Even if the individual does not wish to report the criminal conduct to the Seminary or to local law enforcement, he or she should still consider going to a hospital, both for his or her own health and well-being and so that evidence can be collected and preserved. Any evidence collected may be critically important in any future investigation, adjudication or prosecution. Medical providers can also facilitate and/or provide the following:

- Emergency or follow-up medical services: The Medical examination has two goals: first, to treat the full extent of any injury or physical trauma and to consider the possibilities of sexually transmitted disease or pregnancy; and the second, to collect and preserve evidence as part of a ‘rape kit’ or sexual assault examination for potential use in a criminal prosecution (provided only by a trained professional in a hospital). A victim should not shower, bathe, douche, brush his or her teeth, drink, or change clothing before having a medical examination, because the evidence may be destroyed.
- HIV and STD testing,
- Pregnancy testing,
- Health care concerns related to the incident may be discussed with the hospital emergency staff, a personal physician, or, in the case of the Seminary students, with the Seminary Staff who can also provide referrals to off-campus providers.

Medical providers off-campus include:

- St. Joseph’s Medical Center
  127 South Broadway
  Yonkers, New York 10701
  (914) 378-7000

- New York-Presbyterian Lawrence Hospital
  55 Palmer Avenue
  Bronxville, New York 10708
  (914) 787-7000

Regardless of whether possible criminal conduct is reported to the proper authorities, the Seminary will generally still conduct an investigation and take appropriate steps to assist the victim.

B. Confidential Community Resources - Counseling and support services may be obtained through the Safe Horizon Sexual Assault 24-hour hotline (800) 621-HOPE (4673) or at www.safehorizon.org. Safe Horizon’s Counseling Center is licensed by the state of New York and specializes in treating traumatized victims of crime and abuse.
Section VII- Making a Report under this Policy

A. Reporting Guidelines for Students

Students are encouraged to report information about any type of possible sexual misconduct involving a student or employee. Making good faith report of possible sexual misconduct will not affect the reporting party’s grades, academic standing, and work assignments, or employment. Reports should be made to the Coordinator or Deputy Coordinator (as set forth in Section III).

At the time a report or complaint of sexual misconduct is made, a Complainant does not have to decide whether or not to pursue resolution of the complaint through any particular Seminary adjudication procedure. Choosing to make a report and deciding how to proceed after making the report can be a process that unfolds over time. Although the Seminary may need to take action as a result of a particular complaint, the Seminary will endeavor to respect an individual’s concerns in making these important decisions and provide support to assist each individual in making that determination. Because sexual misconduct frequently involves behaviors or interactions that are not witnessed by third parties, complaints cannot always be substantiated by additional evidence. Lack of corroborating evidence should not discourage individuals from reporting the incident.

1. **Individuals Who Are Required to Report:** Under this Policy, any employee or student entrusted with the welfare of another employee or student who receives a report of sexual misconduct must share the report with one of the individuals specifically charged with investigating and responding to allegations of sexual misconduct. Individuals designated as “responsible employees” are also required to report. A “responsible employee” includes any employee who has the authority to take action to redress sexual violence; who has been given the duty of reporting incidents of sexual misconduct by students to the Coordinator or other appropriate Seminary designee; or whom a student could reasonably believe has this authority or duty. While the Seminary recognizes that a student or employee may choose to report sexual misconduct to any trusted employee of the Seminary, the most effective approach is to report to the Coordinator or Deputy Coordinators, who are specially trained to assist victims of sexual misconduct.

Anyone receiving complaint or report under this Policy should not, under any circumstances, attempt to resolve the complaint without first reporting it to the Coordinator or a Deputy Coordinator. Such failure to report may subject the individual to disciplinary sanctions.

2. **Time Frame for Reporting:** All reports or complaints of sexual misconduct should be made as soon as possible after alleged conduct occurs. Although there is no time limit for reporting, prompt reporting will enable the Seminary to investigate the facts, determine the issues, and provide an appropriate remedy or disciplinary action. If the Respondent is no longer a student, the Seminary will seek to provide support to the Complainant and take all available measures to end the harassment, prevent its recurrence, and address its effects.

3. **Emergency Reporting:** The Seminary encourages all individuals to seek assistance from a medical providers and/or local law enforcement immediately after an incident of sexual assault or violence. This is the most effective means of ensuring preservation of evidence and beginning a timely investigative and remedial response. The Seminary will assist any community member in getting to a safe place and will provide transportation to the hospital, coordination with law enforcement, and information about the Seminary’s resources and complaint processes. Assistance is available 24 hours a day year-round by calling Seminary security and/or the local police department.
4. **Amnesty:** The health and safety of every student at the Seminary is of utmost importance. The Seminary recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that sexual misconduct may have occurred may be hesitant to report such incidents due to fear of potential consequences as a result of their own conduct. The Seminary strongly encourages students to report possible sexual misconduct to Seminary officials. A Complainant, bystander, or other individual who in good faith reports any incident of sexual misconduct to the Seminary officials or law enforcement will not be subject to any action.

5. **False or Bad Faith Allegations:** An individual found to have knowingly made a false complaint or report, or to have knowingly and willingly given false information during an investigation, will be subject to disciplinary action, up to and including dismissal from the Seminary. Inconclusive findings based on a report of sexual misconduct or a finding that there has been no violation of the Policy, without more, will not result in a determination that allegations were made falsely or in bad faith.

6. **Anonymous Reporting:** The Seminary community members also have the option of making an anonymous report concerning an act of sexual misconduct. An individual may report the incident without disclosed his or her name, identifying the Respondent, or requesting any action. However, depending on the level of information available about the incident or the individuals involved, anonymous reporting may reduce the Seminary’s ability to respond or pursue appropriate action. The Seminary’s response may be limited if information contained in the report cannot be verified by independent facts. Moreover, the Seminary may not be able to take disciplinary action against and individual based solely on an anonymous report. A form which can be used for anonymous reporting can be found at Appendix A.

The Coordinator will review the anonymous report and determine any appropriate steps, including individual or community remedies as appropriate and/or inclusion of the incident in the daily log and annual security report as required pursuant to the Clery Act.

7. **Public Awareness and Advocacy Events:** If an individual discloses information about a potential violation of this Policy during public awareness or advocacy events, such as a candlelight vigil or protest, that disclosure will not constitute a report or complaint for purposes of this Policy, and the Seminary will not have an obligation to investigate. The Seminary may, however, consider the information in developing its education and prevention efforts.

### B. Reporting Guidelines for Employees

Employees are encouraged to report information about any type of possible sexual misconduct involving a student or employee. Making good faith report of possible sexual misconduct will not affect the reporting party’s work assignments or employment.

Reports can be made in accordance with the policies and procedures set forth in the Seminary Faculty Handbook.

### C. Coordination with Law Enforcement

The Seminary will support Complainants who elect to pursue criminal action for possible incidents of sexual harassment, sexual assault, and intimate partner violence that may also be criminal in nature. The Seminary will assist a Complainant in making a criminal report and, to the extent permitted by law, will cooperate with law enforcement agencies during their investigation and any subsequent prosecution.
A complainant may make a report under this Policy and/or pursue criminal action. Neither law enforcement’s determination whether or not to prosecute a Respondent, nor the outcome of any criminal prosecution, is determinative of whether a violation of this Policy has occurred. Reporting and adjudication under this Policy are independent of civil and criminal processes and may be carried out prior to, simultaneously with, or following civil or criminal proceedings off-campus. Initiating a report on-campus does not preclude, limit, or require a student’s or employee’s access to the state and federal justice systems.

Notifying the local police department may result in the Complainant, and in some cases the Respondent, being interviewed by a police officer and by the district attorney’s office, and a determination will be made as to whether a criminal investigation will occur and if the case will be referred for prosecution. A case not referred for criminal prosecution will generally still receive an investigation and a response from the Seminary. The Seminary’s investigation may be temporarily suspended as criminal investigators gather evidence. In such a case, the Seminary will resume its investigation as soon as practicable and will take interim measures as necessary to protect the Complainant and the Seminary community.

If a Complainant wishes to file a report with the local police department, an appropriate Seminary staff member will be available to provide assistance and support. If a Complainant chooses not to file, a police member will be available to provide assistance and support. The Seminary may file a police report if the incident is sufficiently serious or could pose a threat to the safety or security of the Complainant or the Seminary community, or if the Complainant is a minor. However, the Seminary policy does not require a Complainant to speak to law enforcement or to pursue a legal action against a Respondent.
Section VIII- Interim Remedial and Protective Measures

After a report of sexual misconduct is received, both Complainant and Respondent may obtain reasonable and available interim remedial and/or protective measures pending the completion of the adjudication process. Upon request, a Complainant or Respondent will be afforded a reasonable and prompt review of any interim remedy that directly affects him or her and be allowed to submit evidence in support of his or her request. All individuals are encouraged to report concerns about the failure of another individual to abide by any restrictions imposed by an interim measure. The Seminary will take immediate action to enforce a previously implemented measure.

Interim measures, which are available to both Complainant and Respondent, include, but are not limited to, the following:

A. Contact and Communication Restrictions

A Complainant or Respondent may request contact and communication restrictions to prevent potentially harmful interactions between the parties. In some instances, the Seminary may implement these measures without a request. For example, the Seminary might implement a no-contact directive, prohibiting the parties from having contact with one another, either directly or through third parties, in person or otherwise. Under such a directive, if a Respondent and Complainant should observe each other in a public place, the Respondent is responsible for leaving the area immediately without directly contacting the Complainant. Once such a directive is instituted, any continued intentional conduct by a Respondent with the Complainant will be considered a violation of this Policy and may result in sanctions or other disciplinary action against the Respondent. Both a Respondent and the Complainant may request a review, reasonable under the circumstances, of the need for and terms of a no-contact order and shall be allowed to submit evidence in support of his or her request for modification or termination of said order.

B. Academic or Living Arrangements

A Complainant or Respondent may request, or the Seminary may impose, reasonable and available changes in academic or living arrangements after a report of sexual misconduct. The Seminary will review the need for and terms of any such requested change, including reviewing any appropriate evidence submitted by the Complainant or the Respondent in support of the request. Such changes may include:

- Accommodations in class schedule, including the ability to withdraw from a course without penalty
- Limiting an individual’s access to certain Seminary facilities or activities pending resolution of the complaint; and/or
- Reassignment of housing, if practicable
Section IX – Adjudication Procedure for Students

A. **Overview** - The adjudication process provides a number of options for those who believe they have been the victim of sexual misconduct. The option selected will depend on a number of factors, including the nature of the alleged misconduct, the information available, the degree of confidentiality sought, and the relief sought by the Complainant. A Complainant may request an informal or formal resolution process. An informal resolution focuses on stopping the harassing behavior without a formal investigation. It is remedies-based and does not include sanctions. A Complainant’s decision to pursue informal resolution may be made before, during, or after a full factual investigation by the School. A formal resolution involves an investigation and may result in sanctions if a violation of this Policy is found to have occurred. Regardless of whether a Complainant wishes to pursue an informal or formal resolution, or ultimately chooses not to seek a resolution at all, the Coordinator will undertake an appropriate inquiry and take such action as is reasonably practicable to support and protect the Complainant and, if necessary, the St. Joseph’s Seminary community.

B. **Informal Resolution** - Informal resolution is a viable option when the Complainant desires to resolve the situation cooperatively or in cases when a formal investigation is not desired. Informal resolution is a remedies-based approach designed to eliminate the conduct giving rise to the complaint without taking disciplinary action against a Respondent. Informal resolution will not be appropriate for all types of allegations, including those involving sexual assault or violence.

The means for seeking an informal resolution will vary from case to case, including, but not limited to, the following: (1) the direct approach, (2) third party mediation, or (3) indirect action taken by the Coordinator or Deputy Coordinator. In the informal process, after a report of sexual misconduct is received, the Coordinator, Deputy Coordinator, or an appropriate designee will conduct an appropriate level of inquiry to facilitate the resolution process. The informal process generally should not exceed thirty (30) working days.

1. **Direct Approach**: After a discussion with the Coordinator or other designated School official, a Complainant who feels comfortable approaching a Respondent may choose to communicate with that Respondent personally. This approach might include a face to face discussion, telephone conversation, email correspondence, or other written communication with a Respondent, letting him or her know exactly what behavior is offensive or unwelcome and asking him or her to stop. In some cases, this approach may resolve the situation; in others, it may be ineffective or place the Complainant in an uncomfortable position. Under no circumstances should a Complainant feel pressured to address a Respondent directly or otherwise handle the matter alone, and a decision not to confront an alleged offender will not be viewed negatively.

At a Complainant’s request, the direct approach may also be undertaken by the Coordinator or a Deputy Coordinator, who may intervene on the Complainant’s behalf and approach a Respondent personally to discuss his or her behavior.

2. **Third Party Mediation**: This option involves having the Coordinator or a Deputy Coordinator mediate between a Complainant and a Respondent, bringing the Complainant and Respondent together informally to attempt to resolve the issue. This type of approach may result in solutions such as negotiating an agreement between the parties, separating the parties, referring the parties to counseling programs, and/or conducting targeted training or educational programs. If third party mediation is used, the Coordinator or other designated School official will conduct a follow-up review after a reasonable period of time to assure that the resolution has been implemented effectively.
3. **Indirect Action Taken by the Coordinator**: Alternatively, the Complainant may choose an indirect approach. This option has the advantage of maintaining the anonymity of the Complainant and Respondent. One example of indirect action is to have the Coordinator address a faculty and staff meeting covering St. Joseph’s Seminary’s policy against sexual misconduct and/or reminding students, faculty, and staff of their responsibility to foster an environment free of sexual misconduct and other forms of unlawful discrimination.

C. **Formal Resolution and Adjudication Procedure** - The formal resolution process is available whenever informal resolution is inappropriate or unsuccessful and whenever either party withdraws his or her prior agreement to participate in informal resolution. Formal resolution includes a full investigation and, if a Respondent is found responsible, may result in the imposition of sanctions, ranging from a verbal warning up to and including dismissal from the School.

The formal resolution process will be overseen by the Coordinator and, in most instances, will be completed within sixty (60) days of receipt of the complaint. However, all time frames expressed in this Policy are guidelines rather than rigid requirements. In any particular case, circumstances may require extending these timeframes. Considerations may include the complexity or scope of the allegations, the number of witnesses involved, the availability of the parties or witnesses, the effect of a concurrent criminal investigation, any intervening School break or vacation, or other unforeseen circumstances.

In general, a Complainant and Respondent can expect that the process will proceed according to reasonable time frames.

1. **Initiation of Complaint** - The formal resolution process is initiated by a complaint or report of sexual misconduct to one of the individuals designated in the Reporting Guidelines. A complaint or report can be made by any member of the St. Joseph’s Seminary community.

Once a report or complaint of sexual misconduct has been received, the Coordinator or appropriate Deputy Coordinator will schedule a meeting with the Complainant to provide him or her with a general overview of the formal resolution process and to identify forms of support and interim remedies available to the Complainant. The Complainant will be informed of the range of possible outcomes of the report, including disciplinary actions that might be taken against the Respondent if it is determined that there has been a violation of this Policy. If criminal activity may be involved, the Complainant will also be advised of his or her right to file a criminal complaint.

If a Complainant chooses to proceed, he or she will be asked to file a written complaint on the School’s Complainant Reporting Form for Sexual Misconduct, Including Sexual Harassment, Sexual Assault or Other Unlawful Discrimination, which can be found in Appendix 1A in both the Seminarian and MA Student Handbooks (see Appendix H). A written complaint, however, is not required to initiate the resolution process. The Coordinator or Deputy Coordinator will be able to answer any questions regarding the writing of the report.

The Complainant should provide as much of the following information as he or she is able to provide:

- the name of the person accused of sexual misconduct;
- when and where the incident(s) occurred;
- a description of the alleged behavior;
After the complaint has been received, the Coordinator will notify a Respondent of the allegations against him or her and provide him or her with a general overview of the formal resolution process. At any time after receiving the complaint, the Respondent may elect to acknowledge his or her stated violation(s) of this Policy and take responsibility for the alleged sexual misconduct, or the Complainant may elect to withdraw the complaint and discontinue the adjudication process. If the Respondent accepts responsibility for the stated violation(s) of this Policy, the case may not be investigated, at the School’s discretion, but instead may proceed directly to a Hearing Panel for a determination of sanctions.

All parties involved in an adjudication procedure are asked to keep information regarding the process, or learned through it, confidential.

2. Investigation
One or more individuals trained in the investigation of sexual misconduct and designated by the School (the “Investigator”) will then conduct a prompt, thorough, fair, and impartial investigation. The Investigator may be an external party or a St. Joseph’s Seminary employee, at the discretion of the School.

(a) Notice of Investigation: The Coordinator will notify a Complainant and a Respondent, in writing, of the commencement of an investigation. Such notice will (1) identify the Complainant and the Respondent; (2) specify the date, time (if known), location, and nature of the alleged Policy violation; (3) identify potential Policy violation(s); (4) identify the Investigator; (5) explain the prohibition against retaliation; (6) instruct the parties to preserve any potentially relevant evidence in any format; (7) inform the parties how to challenge participation by the Investigator on the basis of bias or a conflict of interest; and (8) provide a copy of this Policy.

(b) Presumption of Non-Responsibility and Participation by the Parties: The investigation is a neutral fact-gathering process. The Respondent is presumed to be not responsible; this presumption may be overcome only where the Investigator concludes that there is sufficient evidence, by a preponderance of the evidence, to support a finding that the Respondent violated the Policy. The School may continue an investigation without the participation of any party.

(c) Overview of Investigation: During the investigation, the parties will have an equal opportunity to be heard, to submit information and corroborating evidence, to identify witnesses who may have relevant information, and to submit questions that they believe should be directed by the Investigator to each other or to any witness. The Investigator will notify and seek to meet separately with the Complainant, the Respondent, and third-party witnesses, and will gather other relevant and available evidence and information, including, without limitation, electronic or other records of communications between the parties or witnesses (via voicemail, text message, email, and/or social media sites), photographs (including those stored on computers and smart phones), and medical records (subject to the consent of the applicable party).

(d) Advisors: Throughout the investigation and resolution process, each party has the right to choose and consult with an advisor. The advisor may be any person, including an attorney,
who is not otherwise a party or witness involved in the investigation. The parties may be accompanied by their respective advisors at any meeting or proceeding related to the investigation and resolution of a report under this Policy. While the advisors may provide support and advice to the parties at any meeting and/or proceeding, they may not speak on behalf of the parties or otherwise participate in, or in any manner disrupt, such meetings and/or proceedings.

(e) Prior or Subsequent Conduct: Prior or subsequent conduct of a Respondent may be considered in determining pattern, knowledge, intent, motive, or absence of mistake. For example, evidence of a pattern of conduct prohibited by this Policy by a Respondent, either before or after the incident in question, regardless of whether there has been a prior finding of a Policy violation, may be deemed relevant to a determination of responsibility. The determination of relevance of pattern evidence will be based on an assessment of whether the previous or subsequent conduct was substantially similar to the conduct under investigation. The Investigator will determine the relevance of this information, and both parties will be informed if evidence of prior or subsequent conduct is deemed relevant.

(f) Prior Sexual History: The sexual history of a Complainant or Respondent will never be used to prove character or reputation. Moreover, evidence related to the prior sexual history of any of the parties is generally not relevant to the determination of a Policy violation and will be considered only in limited circumstances. For example, if the existence of affirmative consent is at issue, the sexual history between the parties may be relevant to help understand the manner and nature of communications between the parties and the context of the relationship, which may have bearing on whether affirmative consent was sought and given during the incident in question. However, even in the context of a relationship, affirmative consent to one sexual act does not, by itself, constitute affirmative consent to another sexual act, and affirmative consent on one occasion does not, by itself, constitute affirmative consent on a subsequent occasion. The Investigator will determine the relevance of this information, and both parties will be informed if evidence of prior sexual history is deemed relevant. Any party has the right to exclude his or her own prior sexual history with persons other than another party, as well as his or her own mental health diagnosis or treatment, from consideration in the procedures under this Policy for the purposes of determining responsibility.

(g) Relevance: The Investigator has the discretion to determine the relevance of any proffered evidence and to include or exclude certain types of evidence.

(h) Site Visit(s): The Investigator may visit relevant sites or locations and record observations through written, photographic, or other means.

(i) Expert Consultation(s): The Investigator may consult medical, forensic, technological, or other experts when expertise on a topic is needed in order to achieve a fuller understanding of the issues under investigation.

(j) Coordination with Law Enforcement: The Investigator will contact any law enforcement agency that is conducting its own investigation to inform that agency that a School investigation is also in progress; to ascertain the status of the criminal investigation; and to determine the extent to which any evidence collected by law enforcement may be available to the School in its investigation. At the request of law enforcement, the Investigator may delay the School investigation temporarily while an external law enforcement agency is gathering
evidence. The Investigator will promptly resume the School investigation following such a delay.

(k) Draft Investigation Report: At the conclusion of the investigation, the Investigator will prepare a Draft Investigation Report summarizing the information gathered and outlining the contested and uncontested information. The Draft Investigation Report will not include any findings. The parties will have an opportunity to review the Draft Investigation Report; meet with the Investigator; submit additional comments and information to the Investigator; identify any additional witnesses or evidence for the Investigator to pursue; and submit any further questions that they believe should be directed by the Investigator to the other party or to any witness. The Investigator will designate a reasonable time for this review and response by the parties, not to exceed five (5) calendar days. In the absence of good cause, information discoverable through the exercise of due diligence that is not provided to the Investigator during the designated review and response period will not be considered in the determination of responsibility for a violation of the Policy, and will not be considered by the Hearing Panel.

(l) Final Investigation Report: Unless there are significant additional investigative steps requested by the parties or identified by the Investigator, within five (5) calendar days after receipt and consideration of any additional comments, questions, and/or information submitted by the parties during the designated review and response period, the Investigator will prepare a Final Investigation Report, which will include a recommendation as to whether there is sufficient evidence, by a preponderance of the evidence, to support a finding of responsibility for a violation of the Policy. The Investigator will deliver the Final Investigation Report to the Coordinator. The Coordinator will notify both parties, simultaneously, that the Final Investigation Report is complete and available for review.

(m) Recommended Finding(s) of Responsibility: When the Investigator determines that there is sufficient evidence, by a preponderance of the evidence, to support a finding of responsibility on one or more of the allegations, a Respondent may accept or contest such recommended finding(s) by so notifying the Coordinator, in writing. If the Respondent accepts the recommended finding(s) of responsibility, the Coordinator will refer the case for a hearing before the Hearing Panel solely on the issue of sanction. If a Respondent contests one or more of the recommended finding(s), the Respondent may submit to the Coordinator a written statement explaining why the Respondent contests such finding(s). The Coordinator will ensure that the Complainant has an opportunity to review and respond in writing to any such statement. The Coordinator will provide the Final Investigation Report, together with any statements by the parties, to the Hearing Panel for further proceedings.

(n) Recommended Finding(s) of No Responsibility: When the Investigator determines that there is sufficient evidence, by a preponderance of the evidence, to support a finding of no responsibility on one or more of the allegations, the Complainant may accept or contest the recommended finding(s) by so notifying the Coordinator, in writing. If the Complainant accepts the recommended finding(s) of no responsibility, the investigation will be closed. If the Complainant contests one or more of the recommended finding(s), the Complainant may submit to the Coordinator a written statement explaining why the Complainant contests such finding(s). The Coordinator will ensure that the Respondent has an opportunity to review and respond in writing to any such statement. The Coordinator will provide the Final Investigation Report, together with any statements by the parties, to the Hearing Panel for further proceedings.
(o) **Impact and Mitigation Statements:** Where there is a finding of responsibility on one or more of the allegations, the parties may submit a statement to the Coordinator for consideration by the Hearing Panel in determining an appropriate sanction. The Complainant may submit a written statement describing the impact of the conduct that violated this Policy on the Complainant and expressing a preference about the sanction(s) to be imposed. A Respondent may submit a written statement explaining any factors that the Respondent believes should mitigate or otherwise be considered in determining the sanction(s) imposed. The Coordinator will ensure that each of the parties has an opportunity to review any statement submitted by the other party. The Coordinator will provide any statement(s) with the Final Investigation Report and the parties’ other written submissions to the Hearing Panel.

3. **Acceptance of Responsibility**
   A Respondent may, at any time, elect to resolve the formal resolution process by accepting responsibility for the charges, in which case the Coordinator will refer the matter to the Hearing Panel to determine the appropriate sanction(s).

4. **Hearing Panel**
   The School will appoint a standing pool of potential panelists who may be trained members of the St. Joseph’s Seminary community or external parties. The Coordinator will select three members from this pool to serve on the Hearing Panel and name one of those three members as the Panel Chair. The Hearing Panel will review the Investigator’s recommended finding(s) and, if applicable, determine any appropriate sanction(s). All persons serving on any Panel must be impartial and free from any conflict of interest.

   (a) **Hearing Panel Determination:** If any of the parties contest the Investigator’s recommended finding(s) of responsibility (or no responsibility) for an alleged violation of this Policy, the Hearing Panel will hold a Hearing to determine whether the Respondent is responsible for the alleged violation(s) of the Policy. The Hearing Panel will make this determination by majority vote based upon a preponderance of the evidence. Instead of finding the Respondent responsible or not responsible for the alleged violation, the Hearing Panel may remand the matter for further investigation. If the Hearing Panel finds the Respondent responsible, it will determine the appropriate sanction(s) for the violation(s) by majority vote.

   (b) **Notice and Timing of Hearing:** The Coordinator will notify the parties in writing of the date, time, and location of the Hearing; the names of the Hearing Panel members; and how to challenge participation by any member of the Hearing Panel for conflict of interest. The Hearing will usually be scheduled within five (5) calendar days from the date of the Notice of Hearing, subject to extension for good cause. Good cause for extension may include the unavailability of the parties, the timing of School breaks or holidays, or other extenuating circumstances. Any extension, including the reason for the extension, will be shared with the parties in writing.

   (c) **Postponement of Hearing:** Permission to postpone a Hearing may be granted provided that the request to do so is based on a compelling emergency and communicated to the Coordinator prior to the time of the Hearing.

   (d) **Hearing Format:** The Hearing provides an opportunity for the parties to address the Hearing Panel in person about issues relevant to the standard of review to be applied by the Hearing Panel. The parties may address any information in the Final Investigation Report, supplemental statements submitted in response to the Final Investigation Report, and any impact and mitigation statements. Each party has the opportunity to be heard, to identify
witnesses for the Hearing Panel’s consideration, and to respond to any questions of the Hearing Panel. The parties may not directly question each other or any witness, although they may proffer questions for the Hearing Panel, which may choose, in its discretion, to pose appropriate and relevant questions to the Investigator, the parties, and/or any witnesses. A typical hearing may include brief opening remarks by the Complainant and/or Respondent, with follow-up questions posed by the Hearing Panel; information presented by the Investigator or witnesses deemed relevant by the Hearing Panel, with follow-up questions by the Hearing Panel of the Investigator or witnesses; and brief concluding remarks by the Complainant and/or Respondent. The Panel Chair has the discretion, consistent with these general principles, to determine the specific Hearing format.

(e) Participation in Hearing:

- **Parties**: Both the Complainant and the Respondent have a right to be present at the Hearing. A party may request alternative methods for participating in the Hearing that do not require physical proximity to the other party, including participating through electronic means. This request should be submitted to the Coordinator at least two (2) calendar days prior to the Hearing. If, despite being notified of the date, time, and location of the Hearing, either party is not in attendance, the Hearing may proceed, and applicable sanctions will be imposed. Any party may choose not to participate, and the Hearing may proceed in their absence.

- **Investigator and other Witnesses**: The Hearing Panel may request the presence of the Investigator or any other witness it deems necessary to its determination. The parties may also request the presence of any witness they deem relevant to the determination by the Hearing Panel. The Hearing Panel has absolute discretion to determine which witnesses are relevant to its determination and may decline to hear from witnesses where it concludes that the information is not necessary for its review.

- **Advisors**: Both the Complainant and the Respondent have the right to be accompanied at the Hearing by an advisor of their choosing. The advisor may be anyone, including an attorney, who is not otherwise a party or witness. While the advisor may provide support and advice to a party at the Hearing, the advisor may not speak on behalf of the party or otherwise participate in, or in any manner disrupt, the Hearing. The School reserves the right to remove any individual whose actions are disruptive to the proceedings.

5. **Sanctions**

Any sanctions imposed will be determined by the Hearing Panel based on the relevant facts and circumstances. The Hearing Panel will impose sanctions that are fair and appropriate, consistent with the School’s handling of similar cases, adequate to protect the safety of the St. Joseph’s Seminary community, and reflective of the seriousness of the misconduct at issue.

Disciplinary and remedial sanctions may include, but are not limited to:

- A written warning placed in the Respondent's file;
- Reassignment of responsibilities, if practicable;
- Reassignment of housing or class scheduling, if practicable;
- Probation;
- Suspension from academic program; and/or
• Dismissal from the School. (If student is suspended or dismissed in connection with an act constituting a crime of violence under the federal Clery Act, a notation will be placed on the student’s transcript in accordance with applicable law.)

Training and educational sanctions might include one or more of the following:
• Active counseling (clinical and/or psychiatric as determined by practitioner);
• Alcohol abuse course;
• Anger management course;
• Assault prevention;
• Community service;
• Substance abuse treatment;
• Sexual harassment sensitivity training; and/or
• Safe sex training

6. **Notice of Outcome**
The Coordinator will notify the Complainant and Respondent simultaneously in writing of the Hearing Panel’s decision as promptly as possible after a determination has been reached. The Respondent will be fully informed of any sanctions. For reports involving sexual assault, dating violence, domestic violence, or stalking, the Complainant will also be fully informed of any sanctions. For all other reports under this Policy, the Complainant will be informed only of those sanctions that directly relate to the Complainant.

If appropriate, the Coordinator will also keep the Complainant apprised of any steps taken by St. Joseph’s Seminary to prevent recurrence of the sexual misconduct and to correct its adverse effects on the Complainant and other members of the St. Joseph’s Seminary community.

The School will request that disclosure of the decision and sanctions be limited to family, close friends, or advisors. Each party has the right to choose whether to disclose or discuss the outcome of the complaint more broadly; however, retaliation is prohibited by this Policy and will not be tolerated. Widespread disclosure, as well as any form of disclosure on social media, may potentially be viewed as retaliatory and could subject the disclosing party to separate sanctions under this Policy.

7. **The Appeal**
Complainants and Respondents are entitled to request an appeal of the decision of the Hearing Panel. A request for appeal should be addressed to the Coordinator by the requesting party no more than three (3) days after receipt of the notice of the outcome.

The Coordinator will notify the other party of the appeal and provide him or her the opportunity to review it; the other party will have two (2) days to submit a response.

The Coordinator will submit the appeal and the response to an Appeals Panel chaired by the Academic Dean and Dean of Seminarians. The Appeals Panel will be a three person panel, with panel members chosen from the pool by the Academic Dean and Dean of Seminarians, in consultation with the Coordinator. If the Academic Dean and Dean of Seminarians are unavailable or have a conflict of interest, the Appeals Panel will be chaired by the Associate Dean of Academic Affairs.
The sole grounds for an appeal are:

- **Procedural error**: Appealing party alleges that there was a deviation or change from the procedure outlined in the adjudication process that may have had a material impact on the outcome of the complaint.

- **New evidence**: Appealing party alleges that, subsequent to the Hearing Panel’s determination, new evidence became available that could have had a material impact on the outcome of the complaint.

- **Severity of penalty**: Appealing party alleges that the sanctions imposed are either too severe or too lenient in light of the violation or are inconsistent with the type of sanctions imposed on others who were found to be responsible for substantially similar violations of the Policy.

The Appeals Panel will make a decision based on the merits of the appeal. The Appeals Panel decision will be made by majority vote. The decision on appeal will be final.
Section X – Adjudication Procedure for Employees

The adjudication process for those Employees who believe they have been the victim of sexual misconduct will be governed by the procedures set forth in the Seminary Administration and Faculty Handbook. The Coordinator will undertake an appropriate inquiry and take such action as is reasonably practicable to support and protect the Complainant and, if necessary, the St. Joseph’s Seminary community.
Appendix I A – Sexual Misconduct Report Form

Important Information

Any student or employee who is a victim of sexual assault or violence is encouraged to immediately seek medical assistance and to consider notifying law enforcement.

While the Seminary finds a written report to be helpful in an investigation, you are not required to file this form in order to initiate a complaint or receive assistance. You can also reach out the Seminary’s Coordinator or Deputy Coordinator directly via phone, email, or in-person. For a complete list of the Coordinators’ contact information, please see Section III of the Seminary’s Sexual Misconduct Policy.

Purpose of Form

This form allows any member of the Seminary community to report any alleged sexual misconduct violations, including sexual harassment, sexual assault, intimate partner violence, stalking, and retaliation.

After Submission

Once submitted this form will be given directly and confidentially to the Seminary’s Coordinator. Upon receipt of this form, the Coordinator will reach out to you as soon as possible to discuss all of your rights and options under the Policy and under Federal and State law.

Anonymous Reporting

Any member of the Seminary community has the right to make an anonymous report. It is important to note that depending on the level of information available about the incident or the individuals involved, anonymous reporting may reduce the Seminary’s ability to respond or pursue appropriate action. The Seminary’s response may be limited if information contained in the report cannot be verified by independent facts. Moreover, the Seminary will generally not be able to take disciplinary action against an individual based solely on an anonymous report.

If you feel strongly about anonymity, the Coordinator can put the person “on notice” and attempt to stop behavior through an educational process permitted by the law and the Seminary’s Sexual Misconduct Policy.

Whatever your decision, the Coordinator or any other Seminary official designated in the Policy are available to assist you and provide guidance and support.
FORM

**Reporting Party** (Optional if want to remain anonymous as described above)

Full Name ________________________________________________________________

Phone Number ________________________________

Email ____________________________________________

Preferred Communication Method _____ Phone _____ Email

**Alleged Incident Information**

Full Name of Accused Party ________________________________

Description of Accused Party ____________________________________________

Full Names/Descriptions of Any Additional Accused Parties

______________________________________________________________

______________________________________________________________

______________________________________________________________

Description of Alleged Incident(s) – Please describe the incident(s) in as much detail as you are able. It is helpful to address the questions: who, what, when, where, and how. You may use the back of this form or attach additional pages, if necessary.

______________________________________________________________

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### Potential Witnesses

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<tr>
<th>Full Name of Witness</th>
<th>Witness Description</th>
<th>Phone</th>
<th>Email</th>
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**Description of Witness’ Knowledge**

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### Additional Information

**Electronic Communications** – If applicable, please describe any electronic communications that you have relating to this incident. You may attach copies of the communications to this form.

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**Previously Reported** – If you have previously reported this incident(s) to the Seminary or local law enforcement, please indicate to whom and when reported.

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Appendix I B – Student Bill of Rights in conjunction with NYS Education Law Article 129-B, also known as “Enough is Enough” legislation.

The following student’s Bill of Rights lists the rights students can expect when reporting sexual offenses and relationship violence to St. Joseph’s Seminary (the “Seminary”). All students have the right to:

• Make a report to the Seminary
• Be protected by the Seminary from retaliation for reporting an incident
• Receive assistance and resources from the Seminary
• Make a report to local law enforcement, and/or the state police
• Have disclosures of domestic violence, dating violence, stalking, and sexual assault treated seriously
• Make a decision about whether or not to disclose a crime or violation and participate in the judicial or conduct process and/or criminal justice process free from pressure by the institution
• Participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard
• Be treated with dignity and to receive from the institution courteous, fair, and respectful health care and counseling services, where available
• Be free from any suggestion that the reporting individual is at fault when these crimes and violations are committed, or should have acted in a different manner to avoid such crimes or violations
• Describe the incident to as few institution representatives as practicable and not be required to unnecessarily repeat a description of the incident
• Be protected from retaliation by the institution, any student, the accused, and/or the respondent, and/or their friends, family, and acquaintances, within the jurisdiction of the institution
• Access at least one level of appeal of a determination
• Be accompanied by an advisor of choice who can serve as support for a reporting individual, accused, or respondent throughout the conduct process, however is unable to actively participate in the process by asking or answering questions on the student’s behalf
• Have the institution’s judicial/student conduct process run concurrently with any criminal justice investigations and proceedings
• Be presumed to be not responsible until a determination is reached
• Exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of the institution
SOURCES CONSULTED

A Faculty and Administrative Handbook for members of the faculty and administration of the seminary is called for in *The Program For Priestly Formation* (USCCB, 5th ed., 2006) of the National Conference of Catholic Bishops. The material in this Handbook relies heavily on *The Program For Priestly Formation*. In addition, what is set forth in this Handbook is to be interpreted in the light of the following:

Sources/Abbreviations – texts of documents can be found at either: www.vatican.va or at www.usccb.org.

Benedict XVI. *Letter to Seminarians* (18 October 2010)

*Codex canonum ecclesiarum orientalium* (CCEO) – 1990

*Codex iuris canonici* (CIC) – 1983


Saint John Paul II. *Christifideles laici* (CL) Post-Synodal Apostolic Exhortation (30 December 1988)


*Pastores dabo vobis* (PDV) Post-Synodal Apostolic Exhortation (25 March 1992)

*Redemptoris missio* (RM) Encyclical Letter (7 December 1990)

*Sapientiachristiana* (SC) Apostolic Constitution (29 April 1979)

*New American Bible* (NAB)


Sources for Academic Freedom in Catholic seminaries and universities

- *Lumen gentium*, Dogmatic Constitution on the Church of the Second Vatican Council
- *Dei Verbum*, Dogmatic Constitution on Divine Revelation of the Second Vatican Council
- *Gravissimum educationis*, Declaration on Christian Education of the Second Vatican Council
- *Optatam totius*, Decree on Priestly Formation of the Second Vatican Council
- *Sapientia christiana*, Apostolic Constitution of Saint John Paul II (April 15, 1979)
- The Code of Canon Law, 1983
- *Ex corde ecclesie*, Apostolic Constitution of Saint John Paul II on Catholic Universities (August 15, 1990) and the norms for implementation of the NCCB (November, 1999)
- *Pastores dabo vobis*, Post-Synodal Apostolic Exhortation of Saint John Paul II (March 25, 1992)
This Joint Operating Agreement (the “Agreement”) is made and entered into as of November 4th, 2011, the Feast of Saint Charles Borromeo, by and between the Archdiocese of New York (“ADNY”), the Roman Catholic Diocese of Brooklyn (“DOB”) and the Roman Catholic Diocese of Rockville Centre (“DRVC”)(collectively, the “Dioceses”), each of them a juridic entity recognized by the Roman Catholic Church.

RECITALS

WHEREAS, the Dioceses are each recognized by the Code of Canon Law (“Canon Law”) of the Roman Catholic Church (“Church”) as separate juridic entities, entrusted to a Bishop;

WHEREAS, throughout their histories, the Dioceses have established customs and practices for operations based on the Canon Law and the particular application of Canon Law or policies adopted for the territory of the United States or the territory of each Diocese, as applicable (collectively, “Church Law”);

WHEREAS, consistent with, and pursuant to, Church Law, and throughout their histories, the Dioceses, through the authority of their Bishops, have each overseen the operation of seminaries and affiliated institutions for the theological and spiritual formation of priests, deacons, religious and lay faithful (the “formation activities”);

WHEREAS, ADNY has overseen the operation, and continues to oversee the operation, of St. Joseph’s Seminary at Dunwoodie (“St. Joseph’s”); DOB has overseen the operation, and continues to oversee the operation, of Cathedral Residence, at Immaculate Conception Center (“Cathedral Residence”); and DRVC has overseen the operation, and continues to oversee the operation, of the Seminary of the Immaculate Conception of the Diocese of Rockville Centre (“Immaculate Conception”) (collectively, the “Seminaries” or the “Institutions”);

WHEREAS, the Bishops of the Dioceses have determined that it is in the best interests of each Diocese to join together in overseeing the joint operation of certain aspects of (1) the Seminaries and (2) certain other Councils, Institutes and Centers (as described more fully in this Agreement) in order to enhance the formation activities of all of the Dioceses;

WHEREAS, the Bishops of the Dioceses have determined that it is in the best interests of each Diocese to move toward inter-diocesan utilization of the Seminaries as follows: (1) St. Joseph’s as the Major Seminary; (2) Cathedral Residence as the College Seminary and facility for Pre-Theology training; and (3) Immaculate Conception as the facility for on-going formation, and
academic training through accredited programs, of clergy (including deacons), religious and the
lay faithful;

WHEREAS, the Dioceses and the Seminaries are separate entities under Church Law and under
the civil law of the State of New York, and are desirous of remaining such separate entities; and

WHEREAS, as applicable, the Members and the Boards of Governors of the Seminaries are in
accord with this Agreement.

NOW THEREFORE, the parties agree as follows.

SECTION I. HISTORY

In the sixteenth century, the Council of Trent and the pastoral vision of holy bishops like St.
Charles Borromeo initiated a new era in the formation of candidates for the priesthood. It was the
seminary system.

In 1791, St. Mary’s Seminary in Baltimore was opened by the Society of St. Sulpice (Sulpicians).
This initiated the seminary system in the United States. As the Catholic Church in the United
States grew, religious orders of priests staffed many diocesan seminaries. Regional seminaries
also developed. In fact, the Archdiocese of New York opened St. Joseph’s Seminary at Troy,
New York, in 1864. It served as a provincial seminary for six of the nine dioceses of the
province. Throughout the nineteenth and early twentieth centuries diocesan seminaries were
established throughout the United States. Bishops sent men to their own diocesan seminaries,
regional seminaries or seminaries in Europe. The Pontifical North American College in Rome,
founded in 1859, continues the tradition of priestly formation that draws seminarians to a single
program of formation while they are enrolled in various pontifical universities in Rome.

In 1884, the bishops of the United States met at the Third Plenary Council of Baltimore, where
they issued a decree requiring a six year course for both minor and major seminaries. In
September 1967, a separate college seminary was established in Douglaston, New York.
Cathedral College of the Immaculate Conception offered an academic program with a college
degree to seminarians from the Archdiocese of New York, the Diocese of Brooklyn and the
Diocese of Rockville Centre. Faculty included priests, women and men in consecrated life and
members of the laity drawn from all three dioceses. The college Seminary provided the essential
component of spiritual formation as well as the opportunity to form bonds of authentic human
friendship among the seminarians. The Archdiocese of New York remained part of the program
until the end of the spring semester of 1984.

In 1891, Archbishop Michael Corrigan laid the cornerstone of the present St. Joseph’s Seminary
in the Dunwoodie section of Yonkers. Priests of the Society of St. Sulpice were replaced by
priests of the Archdiocese of New York in 1906. Since that time, successive archbishops of New
York (Cardinals Farley, Hayes, Spellman, Cooke, O’Connor, Egan, and Archbishop Dolan) have
continued to expand and to renovate the seminary buildings. On Long Island, in 1891, the first
Bishop of Brooklyn, John Loughlin initially entrusted the formation of his program of priestly
formation to the Congregation of the Mission (Vincentians) when they opened their Seminary of St. John the Baptist in Brooklyn. In 1930, Bishop Thomas E. Molloy, the third Bishop of Brooklyn, dedicated the present building of the Seminary of the Immaculate Conception in Lloyd Harbor (Huntington), New York. Since 1957, with the formation of the Diocese of Rockville Centre, Huntington has served the dioceses of Brooklyn and Rockville Centre.

In the 1970s both seminaries began to offer Master of Arts degrees. These programs have seen significant expansion. Since 1990, both Dunwoodie and Huntington have seen an increase in the enrollment of seminarians due to the admission of religious congregations and international seminarians from various countries around the world. The Seminaries received their Charters from the New York State Board of Regents, both have been accredited by the Middle States Commission on Higher Education and both have been accredited by and have membership in the Association of Theological Schools.

In 2009, Archbishop Timothy Dolan (New York), Bishop Nicholas DiMarzio (Brooklyn) and Bishop William Murphy (Rockville Centre) established a commission to examine the best use of the three seminaries: Douglaston, Dunwoodie and Huntington. That commission and the subsequent meetings of the three Diocesan Bishops recognized the historic contribution which each institution has made to the program of priestly formation. In January 2011, the announcement was made that the Philosophy and Pre-Theology Programs in Dunwoodie would be transferred to Douglaston.

With this history in mind, this Joint Operating Agreement serves as a genuine expression of ecclesial communion and inter-diocesan partnership. As part of the Agreement, the bishops announce that the program of priestly formation currently in Huntington will move to Dunwoodie. They also announce several new initiatives to be located at Immaculate Conception in Huntington, as described in this Agreement. Immaculate Conception will continue to offer the various Master of Arts degree programs, include new programs, and be the location for the Sacred Heart Institute (SHI) for the ongoing development in theology and spirituality for the priests of the New York Metropolitan region and beyond. Immaculate Conception will also become a major retreat center, the location for the Verbum Domini Preaching Institute and other programs which will promote the New Evangelization.

SECTION II. JOINT OPERATION OF FORMATION ACTIVITIES

A. Candidates for the Priesthood

1. The parties agree that as of September 2012, candidates for the priesthood in the Dioceses will participate in a single program of priestly formation to be based at Cathedral Residence for college and graduate level work (including Pre-Theology) and at St. Joseph's for graduate level work.

2. The parties agree that candidates for the priesthood of the DOB and of the DRVC may, during a transition period, the particulars of which shall be determined by the parties,
continue to be enrolled in the Master of Divinity and Master of Arts in Theology programs sponsored by Immaculate Conception, with the intent being that, in accordance with Subsection II.A.1 above, all candidates for the priesthood in the Dioceses do their graduate level work at St. Joseph’s effective September 2012.

3. The single program of priestly formation to which reference is made in this Subsection shall include study for, and awarding of, the following degrees/certificates at Immaculate Conception (pending authorization by accrediting agencies):

   (a) M.A.Cath. Phil. Studies and
   (b) Certificate in Catholic Philosophical Studies.

B. Commitments of St. Joseph’s and Immaculate Conception

1. St. Joseph’s and Immaculate Conception commit to the implementation of the principles and norms of the USCCB’s Program of Priestly Formation (PPF). The implementation of the principles and norms of the PPF will always be according to the most recently revised and approved edition. St. Joseph’s and Immaculate Conception also commit to act on the recommendations found in their two reaccreditation reports (2010 and 2011, respectively) issued by the Association of Theological Schools (ATS) and the Middle States Commission on Higher Education (MSCHE) including the need to develop a strategic plan in consultation with these agencies and taking into account the needs of their respective Institutions.

2. St. Joseph’s and Immaculate Conception will take all necessary steps to retain their charters as institutions of higher education recognized by the State of New York, as well as their own accreditations with ATS and MSCHE. Nothing in this Agreement shall be interpreted to require either Institution to take any steps or perform any actions that would adversely affect their charters or accreditations. In the event that any action required by this Agreement would result in any such adverse outcome, the parties agree that the Agreement shall be amended so as not to require the specific action in question.

3. St. Joseph’s and Immaculate Conception commit to the mutual sharing of faculty, so that full-time and part-time professors of one Institution may be hired to teach on an adjunct basis in the other Institution’s programs. Remuneration for courses taught by such adjunct professors is the responsibility of the Institution in which the courses are offered. St. Joseph’s and Immaculate Conception also commit to the following: (i) the study of the faculty appointment process at each Institution; (ii) the review of the possibility of developing uniform standards for appointment and a process for appointment at both Institutions; and (iii) planning for future identification of qualified faculty members for all formation programs at the Institutions.

4. St. Joseph’s and Immaculate Conception commit to use their best efforts to become technologically equipped within two years so that they can offer courses taught within a distance-learning format at all campuses, including Cathedral Residence. To this end, St.
Joseph's and Immaculate Conception will enroll in the Catholic Distance Learning Network sponsored by the National Catholic Educational Association (NCEA) [http://www.catholicdistance.org/].

5. St. Joseph's commits to develop a new pastoral formation program that places seminarians in parishes and agencies in coordination with their own dioceses. This program entails ongoing pastoral formation throughout the four-year period of theological studies, including assigned days during the academic semester and summers.

C. Common Affirmations and Commitments among the Parties

1. The parties affirm the mutual recognition of academic curricula and programs offered by St. Joseph's and Immaculate Conception, provided, however, that this reciprocity does not prejudice the particular requirements for the Bachelor's Degree in Sacred Theology (Pontifical Degree) awarded by St. Thomas University (Angelicum) in Rome through St. Joseph's.

2. The parties commit to take all steps necessary to enable dual appointment of faculty to St. Joseph's and Immaculate Conception.

3. The parties affirm the goal of maintaining a common set of admissions standards to all programs of priestly formation at the Institutions.

4. The parties affirm that St. Joseph's will be the provider of the following degrees in the single program of priestly formation: M.Div, S.T.B. (Angelicum) and M.A. The parties also affirm that Immaculate Conception will be the provider of the following degrees: (i) for laity, M.A. in Theology, M.A. in Pastoral Studies and D.Min. and (ii) for clergy, M.A. in Cath.Phil. Studies and D.Min. if circumstances so demand.

5. To the extent not already formally incorporated as a matter of civil law, the parties agree to take all necessary steps toward civil incorporation of their respective Institutions. To the extent already civilly incorporated, the parties agree to take, and to continue to take, all those steps necessary to be and remain in compliance with corporate governance as required by the governing documents of the respective Institutions.

6. The parties commit to take all steps necessary, in conformance with the governing documents of their respective Institutions, to provide for inter-diocesan representation on the Board of Governors of each Institution.

D. New Initiatives at Immaculate Conception

1. The parties shall use their best efforts to create and announce, on or around January 1, 2012, the following new joint initiatives at Immaculate Conception:

   (i) the establishment of the Sacred Heart Institute for the Ongoing Forma
of Clergy (as described in more detail in Section E. of this Agreement) (the “Sacred Heart Institute”) and

(ii) the operation of Retreat and Conference Center services for parishes, Religious congregations, ecclesial movements, Catholic professional societies, Catholic social ministries, Catholic Pro-Life offices, and ecumenical/interreligious associations. Facilities for overnight accommodations and meals will be provided for groups of priests, deacons, adult laity, and youth.

The parties affirm the shared commitment of financial resources and clergy personnel of ADNY, DOB and DRVC to the programs of theological and spiritual formation that will take place at Immaculate Conception, through the Sacred Heart Institute. Ownership and responsibility for the maintenance and capital improvements of the property in Huntington on which the Center is situated belong exclusively to DRVC.

The parties also affirm that the Graduate Programs offered at Immaculate Conception shall be administered by its Academic Dean, who reports to the Rector. The Academic dean shall be responsible for duties that include, without limitation, the following:

(i) supervision of faculty and academic support staff;
(ii) coordination with academic programs at St. Joseph’s and Cathedral Residence;
(iii) supervision of educational technology support staff and resources;
(iv) supervision of compliance with standards of accrediting agencies; and
(v) supervision of satellite courses offered through the M.A. and D.Min. programs.

E. Creation of the Sacred Heart Institute for the Ongoing Formation of Clergy

The parties shall use their best efforts to announce, on or around January 1, 2012, as a new joint initiative, the Sacred Heart Institute for the Ongoing Formation of Clergy. The Sacred Heart Institute shall be funded jointly by the Dioceses and shall be administered by a Executive/Spiritual Director who reports to the St. Charles Borromeo Inter-diocesan Council for Spiritual and Theological Formation, as described in Subsection II.F. of this Agreement. The Sacred Heart Institute’s purposes shall include, without limitation, the following:

(i) to develop and supervise regular programs of theological and spiritual enrichment for priests and permanent deacons (e.g., Verbum Domini Preaching Workshop);
(ii) to develop and supervise programs of cultural orientation for international priests;
(iii) to administer new pastors’ workshops;
(iv) to supervise satellite (non-credited) programs in all of the Dioceses; and

(v) to serve as spiritual leader for all staff and groups served by the Center.

The form, governance, and specific duties and responsibilities of the Sacred Heart Institute shall be developed and promulgated by mutual agreement of the parties.

F. Creation of the St. Charles Borromeo Inter-diocesan Council for Spiritual and Theological Formation

The parties shall use their best efforts to announce, on or around January 1, 2012, as a new joint initiative, the St. Charles Borromeo Inter-diocesan Council for Spiritual and Theological Formation ("St. Charles"), which would serve as a council comprised of the following presiding (voting) members: the Archbishop of ADNY, the Bishop of DOB, and the Bishop of DRVC. One advisory (non-voting) representative of each Diocese shall be appointed to St. Charles by the Bishop of that Diocese. In addition, a Secretary (non-voting) to St. Charles shall be appointed by the Bishops of the Dioceses. For the period of his mandate, Fr. James Massa, Ph.D. will serve as Secretary for St. Charles, his successor to be appointed by the Archbishop of ADNY, the Bishop of DOB, and the Bishop of DRVC.

St. Charles shall also include a Rectors’ Advisory Committee (non-voting), consisting of the rectors of St. Joseph, Cathedral Residence and Immaculate Conception.

The duties and responsibilities of St. Charles shall be developed and promulgated by mutual agreement of the parties, with the understanding that St. Charles’ purpose is to provide the three Diocesan Bishops with a forum for advice and counsel in their shared episcopal oversight of the formation programs.

SECTION III. CONTINUING DIOCESE AND SEMINARY OBLIGATIONS

Unless expressly stated herein, nothing contained in this Agreement shall vacate, alter, modify, or in any way change any of the continuing obligations of the Dioceses or Seminaries pursuant to Church Law and the tradition and polity of the Roman Catholic Church. To the extent, if any, that this Agreement is contrary to the Church Law or the tradition and polity of the Roman Catholic Church, then the Church Law, tradition, and polity of the Roman Catholic Church shall control. The parties recognize the authority of the Bishop of each Diocese and nothing contained in this Agreement shall diminish the Bishop’s authority over his Diocese as established by Church Law and the tradition and polity of the Roman Catholic Church.

SECTION IV. RESOLUTION OF DISPUTES

A. Jurisdiction of Church Law Administrative and Tribunal System
Any disputes which arise under or with respect to the interpretation or application of this Agreement shall be resolved by the parties or Seminaries through mutual agreement or, lacking such resolution, through the Administrative Remedies and the Tribunal System established under Church Law and any other applicable provisions or procedures of Church Law ("Canonical Process").

**B. Forum Selection and Mutual Waiver of Civil Court Jurisdiction**

The reference to the Canonical Process is an exclusive forum and the Dioceses and Seminaries expressly waive their rights to bring any dispute between them before the civil courts of the State of New York or the United States of America, and further waive their rights to a trial by a civil court jury. Any dispute arising under this Services Agreement shall be referred to and resolved through the Canonical Process. The decision from the Canonical Process, including after such appeals as may be proper with respect to such disputed matter, shall be binding and enforceable as to all parties subject to or impacted by such decision and shall not be subject to appeal or review in the civil courts of the State of New York or the United States of America.

**SECTION V. INTERPRETATION**

This Agreement shall be subject to and interpreted in accord with Church Law and, as applicable, the provisions of civil law recognized by Church Law as applicable to the matters being considered. As contemplated by Church Law, the Bishops shall be authorized to interpret the provision at issue and to consult with such counsel or advisors as they elect in making any such determination.

**SECTION VI. TERM AND TERMINATION**

**A. Term**

The term of this Agreement shall commence as of the 10th day of November, 2011, and automatically continue until terminated, at the option of any of the parties hereto on 180 days written notice to the other parties.

**B. Changes in Law Requiring Modification**

If any legislation, regulation, rule or court decision has a material adverse effect on the operation of this Agreement or jeopardizes the independent status of any of the parties or the Seminaries, then the parties shall attempt to amend this Agreement so as to avoid any adverse consequences. If the parties, acting in good faith, are unable to make required modifications, this Agreement shall, at the option of the Dioceses, be terminated or, by act of the Bishops of the Dioceses, may be modified, to cure the matter imposing a potential termination.

**SECTION VII. MISCELLANEOUS PROVISIONS**
A. Recitals and History. The Recitals and History to this Agreement are incorporated herein and made a part hereof.

B. Limitation of Scope of Agreement. The parties agree that this Agreement applies solely to the subject matters explicitly addressed herein.

C. Choice of Law. This Agreement shall be construed and governed in the sole jurisdiction of the Canonical Process as set forth in this Agreement.

D. Costs and Expenses. The parties acknowledge and agree that certain sharing of costs and expenses associated with the implementation of this Agreement is contemplated. In this regard, the parties agree to work toward specific cost/expense-sharing arrangements in order to effectuate the intent of the parties.

E. Additional Documents. Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party’s obligations pursuant to this Services Agreement.

F. Binding Effects. Provisions of this Agreement shall bind the parties mutually and their respective successors and assigns.

G. Mutual Cooperation. The parties acknowledge that a high degree of communication and cooperation is entailed in fostering a good working relationship. In addition, the parties acknowledge and agree that there are multiple areas related to the Agreement (including, without limitation, accrediting agency considerations, institutional governance, financing, facilities use, faculty sharing, academic and admission standards, and fundraising) that require further discussion and cooperation, and that may involve written amendments to this Agreement as well as legal and administrative filings. Accordingly, the parties agree to use all reasonable efforts to cooperate with one another in carrying out those steps necessary to effectuate the intent of this Agreement and to keep one another informed as to information necessary for successful operations in accordance with the terms of this Agreement.

H. Counterparts. This Agreement may be executed in one or more counterparts.

I. Relationship among the Parties and the Seminaries. The Dioceses and the Seminaries are independent parties under both civil law and Church Law and intend to preserve and protect that independence. This Agreement is intended solely as a joint operating agreement as respects the matters expressly addressed herein, and no partnership, joint venture, employment, agency, franchise, or other form of agreement or relationship is intended. Each party and the Seminaries agree to be responsible for all of their federal and state taxes (if any), withholding, social security, insurance, and other benefits, and all salaries, benefits, and other costs of their employees, except as otherwise specifically contemplated by the provisions of this Agreement.
J. **No Third Party Beneficiaries.** This Agreement is not intended to create any rights in any person or entity who is not a party to this Agreement, and no such rights are created hereunder, provided, however, that, the Seminaries each have approved this Agreement and, in so doing, have agreed to be bound by the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

________________________
Most Reverend Timothy M. Dolan, D.D., S.T.D.
Archbishop of New York

________________________
Most Reverend Nicholas DiMarzio, D.D., Ph.D.
Bishop of Brooklyn

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Most Reverend William F. Murphy, D.D., S.T.D.
Bishop of Rockville Centre
Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is entered into by and among the Archdiocese of New York (“ADNY”), the Roman Catholic Diocese of Brooklyn (“DOB”) and the Roman Catholic Diocese of Rockville Centre (“DRVC”)(collectively, the “Dioceses”) concerning the November 4, 2011 Joint Operating Agreement for the Theological and Spiritual Formation of Priests, Deacons, Religious and Lay Faithful (the “Agreement”)

WHEREAS, ADNY has overseen the operation, and continues to oversee the operation, of St. Joseph’s Seminary at Dunwoodie (“St. Joseph’s”); DOB has overseen the operation, and continues to oversee the operation, of Cathedral Residence, at Immaculate Conception Center (“Cathedral Residence”); and DRVC has overseen the operation, and continues to oversee the operation, of the Seminary of the Immaculate Conception of the Diocese of Rockville Centre (“Immaculate Conception”);

WHEREAS, the Dioceses entered into the Agreement acknowledging and agreeing that it is in the best interests of each Diocese to join together in overseeing the joint operation of certain aspects of the Seminaries and certain other Councils, Institutes and Centers (as described more fully in the Agreement) in order to enhance the formation activities of all of the Dioceses; and

WHEREAS, the Agreement contemplated moving toward inter-diocesan utilization of the Seminaries whereby (1) St. Joseph’s Seminary would serve as the Major Seminary, (2) Cathedral Residence would serve as the College Seminary and facility for Pre-Theology training and (3) Immaculate Conception would serve as the facility for on-going formation; and

WHEREAS, it was recognized in the Agreement that there would be multiple areas related to the Agreement that would require further discussion and cooperation, and that could involve written modifications to the Agreement as necessary to effectuate its intent; and

WHEREAS, since November 4, 2011, as the result of further study and deliberation, the Bishops of the Dioceses have determined that it is in the best interests of each Diocese to explore the possibility of, and where appropriate take steps toward, the utilization of St. Joseph’s as the one degree-granting institution for the Dioceses by relocating to St. Joseph’s the degree programs currently offered by Seminary of the Immaculate Conception [i.e., Master of Arts in Theology, Master of Arts in Pastoral Studies, Master of Arts in Catholic Philosophical Studies, and the Doctor of Ministry (which has been suspended since 2007, and which may become operative at St. Joseph’s in the future)]; and

WHEREAS, since November 4, 2011, as the result of further study and deliberation, the Bishops of the Dioceses have determined that there may be other areas related to the Agreement that will require further exploration and refinement.

NOW THEREFORE, the parties to this MOU agree and understand as follows.

1. The foregoing recitals are incorporated into this MOU with the same force and effect as a provision herein.

2. Terms contained in this MOU that are defined in the Agreement have the meanings contained therein.
3. The Bishops of the Dioceses wish to explore the possibility of utilizing St. Joseph’s as the one degree-granting institution for the Dioceses by relocating to St. Joseph’s the degree programs currently offered by Immaculate Conception. In this regard, the Bishops agree that:

a. their authorized representatives are empowered to study this matter and make recommendations to them;

b. they and/or their authorized representatives will take all steps necessary to inform and discuss this matter with the Board of Trustees of St. Joseph’s and the Board of Governors of Immaculate Conception; and

c. they and/or their authorized representatives will take all steps necessary to seek required approvals from governmental and regulatory agencies at the appropriate time(s).

4. The Bishops of the Dioceses also wish to continue to study other issues related to the implementation of the Agreement (including, without limitation, governance, finance, faculty composition, and communications) and empower their authorized representatives to undertake such study and to make recommendations to them.

5. The Bishops of the Dioceses acknowledge that an amendment or amendments to the Agreement may be necessary to memorialize understandings that arise from the studies performed in connection with this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding in connection with the Agreement and possible amendment[s] thereto the day and year below written.

Dated: March 15, 2012

His Eminence Timothy M. Dolan, D.D., S.T.D.

Most Reverend Nicholas DiMarzio, D.D., Ph.D.

Most Reverend William F. Murphy, D.D., S.T.D.