



INSTITUTIONAL COMPLIANCE SOLUTIONS

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Institutional Compliance Solutions

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UNDERSTANDING THE REQUIREMENTS FOR THE STOP CAMPUS HAZING ACT

Intermediate



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APPROPRIATE FOR:

- ✓ Clery Compliance Officers
- ✓ Campus Safety
- ✓ Campus Security Authorities
- ✓ Student Conduct Professionals
- ✓ Compliance Professionals



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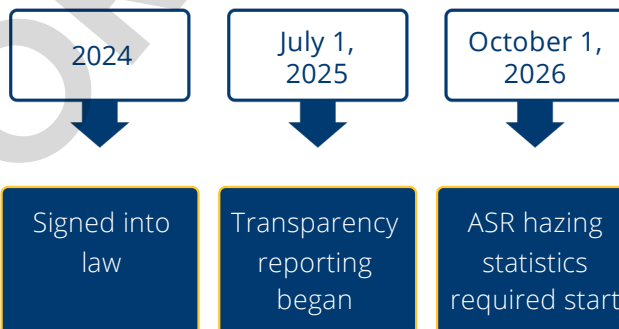
WHY THIS LAW EXISTS:

- ☒ Hazing-related injuries and deaths
- ☒ Inconsistent institutional reporting
- ☒ Gaps in transparency
- ☒ Congressional response



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TIMELINE



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WHAT THE ACT DOES

Amends the
Clery Act



Requires hazing
statistics

Requires a
Campus Hazing
Transparency
Report

Applies to
institutions
participating in Title
IV federal student aid



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REFRESHER:

- Clery Act Requirements
- Clery Geography



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DEFINITION OF HAZING

"Any intentional, knowing, or reckless act committed by a person, whether individually or in concert with other persons, against another person or persons regardless of the willingness of such other person or persons to participate, that—

(A) is committed in the course of an initiation into, an affiliation with, or the maintenance of membership in, a student organization; and
(B) causes or creates a risk, above the reasonable risk encountered in the course of participation in the institution of higher education or the organization, of physical or psychological injury."



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The statute further provides examples of conduct that may qualify, including acts that:



Cause, or create a risk of, physical injury



Involve sleep deprivation, exposure to the elements, confinement, or calisthenics



Cause, or create a risk of, emotional distress



Involve criminal violations of local, state, tribal, or federal law



Involve forced consumption of alcohol, drugs, or other substances



Involve any activity that induces, causes, or requires a person to perform a duty or task that involves criminal activity



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HAZING

Club New Fraternity Behavior Ridicule

Scope Laws

AN INTENTIONAL, KNOWING, OR RECKLESS ACT

COMMITTED IN CONNECTION WITH STUDENT ORGANIZATION MEMBERSHIP

REGARDLESS OF PARTICIPANT WILLINGNESS

THAT CAUSES OR CREATES A RISK OF PHYSICAL OR PSYCHOLOGICAL INJURY

HAZING MEANS:

→



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KEY POINTS:

- Federal statutory definition
- Applies to student organizations
- Includes physical, psychological, or emotional harm
- Regardless of consent

NO
MAYBE
YES

→



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Consent Is Not a Defense

The definition explicitly applies “regardless of the willingness” of the participant.

Applies to Student Organizations

The conduct must be connected to:

- Initiation
- Affiliation
- Maintenance of membership in a student organization.

Risk Standard Matters

The definition includes acts that:

- Cause injury or
- Create a risk of injury



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CLERY REPORTING CHANGES

- Hazing added as a reportable category
- Geographic scope applies
- Annual statistics required
- Included in Annual Security Report (ASR)



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CAMPUS HAZING TRANSPARENCY REPORT



In addition to statistical reporting, institutions must publish a Campus Hazing Transparency Report. This report includes findings where a student organization is found responsible for hazing. The report must include:

1 The name of the organization

3 The date of the incident

2 A description of the violation

4 The outcome and sanctions

The report must be updated at least twice annually.



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PRIVACY CONSIDERATIONS

1 FERPA still applies

2 No personally identifiable student information

3 Organization-level disclosure



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POLICY IMPLICATIONS

*Compliance requires more than reporting.
Institutions must review and update:*

Hazing
definitions

Student
organization
handbooks



Conduct
procedures

Clery policy
statements

Consistency across documents is essential.



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OPERATIONAL IMPLEMENTATION

Key Points:

- Identify reporting pathways
- Train CSAs
- Coordinate conduct & Clery teams
- Establish publication workflow
- Calendar update deadlines

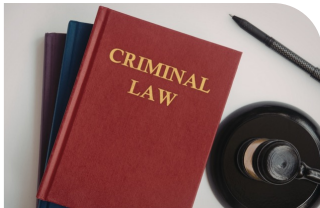


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Intersection With Other Laws



Hazing cases may also intersect with:



State criminal laws



Title IX, when sex-based misconduct is involved



Institutional conduct processes

Compliance teams must evaluate overlapping obligations carefully.

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RISK AREAS

Common risk areas include:

- Inconsistent classification of hazing
- Failure to coordinate reporting
- Delays in publishing transparency updates
- Misalignment between conduct and Clery processes



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IMPLEMENTATION ROADMAP

- ✓ Conducting a policy audit
- ✓ Convening cross-functional stakeholders
- ✓ Updating CSA training materials
- ✓ Creating a standardized transparency report template
- ✓ Establishing annual review and quality control procedures

****This ensures sustainability beyond initial compliance.****



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FINAL TAKEAWAYS

Hazing now carries federal reporting obligations

-  Transparency is required
-  Alignment across departments is essential
-  Implementation requires structure



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QUESTIONS?



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CONGRATULATIONS!!



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