

2024-2025  
CEDAR CREST COLLEGE  
STUDENT HANDBOOK

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## MISSION

Cedar Crest College (hereinafter “Cedar Crest” or the “College”) is a liberal arts college, primarily for women, dedicated to the education of the next generation of leaders. Cedar Crest College prepares students for life in a global community by educating the whole student at all stages of life and experience.

## HONOR CODE

Cedar Crest College students should uphold community standards for academic and social behavior in order to preserve a learning environment dedicated to personal and academic excellence. Upholding community standards is a matter of personal integrity and honor. Individuals who accept the honor of membership in the Cedar Crest College community pledge to accept responsibility for their actions in all academic and social situations and the effect their actions may have on other members of the college community.

### HONOR CODE PRINCIPLES

The principles that stand at the center of the honor philosophy include, but are not limited to, the following:

- a) We believe in self-governance.
- b) We respect the individual ownership of ideas, work and property.
- c) We recognize and appreciate others’ differences.
- d) We have responsibility as individuals within a community to uphold community standards.
- e) We will create a just and caring environment by striving to behave with equity and consideration of others.

### HONOR CODE PLEDGE

“We who accept the honor of membership in the Cedar Crest College community recognize our obligation to act, and encourage others to act, with honor.

The honor code exists to promote an atmosphere in which individuals make their own decisions, develop a regard for the system under which they live, and achieve a sense of integrity and judgment in all aspects of their lives.

It is with faith in such a system that I have accepted membership into this community. Representative of such, I hereby pledge to uphold the spirit and the letter of the honor code.”

## DIVERSITY STATEMENT

Founded under the mission to expand women’s access to higher education, Cedar Crest College values difference in a diverse, inclusive, and equitable learning environment. The College is committed to educational excellence, leadership, and civic engagement in a pluralistic society. We thus embrace an inclusive community that brings together students, faculty, and staff who are of different racial and multi-racial, ethnic and multi-ethnic, gender and sexually diverse, religious and nonreligious, economic, and national identities and ages. Our educational mission includes students who have been historically underrepresented in higher education, such as students of color, first-generation college students, international students, students of varying ability or disability, and other identities.

# COMMUNITY STANDARDS FOR ACADEMIC CONDUCT

## ACADEMIC STANDARDS OF INTEGRITY

Incumbent from the honor code, academic integrity and ethical behavior provide the foundations of the Cedar Crest scholarly community and the basis for our learning environment. Cedar Crest College expects students to set a high standard for themselves to be personally and intellectually honest and to ensure that other students do the same. This standard applies to all academic work (oral, written or visual) completed as part of a Cedar Crest education.

A complete list of all academic policies can be viewed in the [Cedar Crest College Catalog](#).

### Academic Misconduct

Cedar Crest College considers the following acts, but not only the following acts, to be breaches of its academic standard of integrity and academic misconduct. Cedar Crest College reserves the right, in its sole discretion, to define what constitutes academic misconduct. Examples of academic misconduct include, but are not limited to, the following:

- I. Cheating. During the performance of or completion of an academic assignment (e.g. quizzes, tests, examinations, artistic works, presentations, or papers), it is misconduct to use, have access to, or attempt to gain access to any and all sources or assistance not authorized by the instructor.
  - a. Minor violation example: a student uses online search results to complete a homework assignment when the use of non-course materials was not approved by the instructor.
  - b. Significant violation example: a student finds an old version of an exam online and uses the answers from it to complete their own exam.
- II. Plagiarism. Plagiarism is the act, intentional or not, of misrepresenting the work, research, language or ideas of another person (published or unpublished) as one's own. An assignment or part of an assignment that fails to acknowledge source material through an appropriate academic discipline's citation conventions for quotation, paraphrase, and summary also constitutes plagiarism.
  - a. Minor violation example: a student uses direct language from another author to complete a small proportion of a writing assignment, but fails to adequately cite or reference the original author to identify the difference between the student's language and the other author's.
  - b. Significant violation example: a student purchases a paper online and submit it as her own work.
- III. Collusion. Collusion is the collaboration of two or more individuals in either giving or receiving assistance not authorized by the instructor for the completion of an academic assignment.
  - a. Minor violation example: two students work on a short homework assignment together when the instructor did not approve groupwork for the assignment.
  - b. Significant violation example: two students complete an online final exam together when the instructor did not approve groupwork for the exam.
- IV. Falsification. Falsification is the misrepresentation of academic work or records. Falsification includes, but is not limited to: the fabrication of research, scientific data, or an experiment's results; providing false information regarding an academic assignment, including reasons for absence, deadline extension or tardiness; the tampering with grade or attendance records; the forging or misuse of college documents or records; or the forging of

faculty or administrator signatures. An assignment or part of an assignment, submitted for academic credit in one course and resubmitted by the student for academic credit in another course without both instructors' permission also constitutes falsification.

- a. Minor violation example: a student tells an instructor that they attended a course-related event when they did not attend the event.
  - b. Significant violation example: a student fabricates lab results and submits those results as a part of their capstone project.
- V. Sabotage. Sabotage is the act of hindering another student's (or students') ability to complete an academic assignment. Destruction of college property (e.g. library holdings, laboratory materials, or computer hardware or software) may constitute sabotage.
- a. Minor violation example: a student intentionally disrupts other students while they are taking an exam in class.
  - b. Significant violation example: a student removes equipment from an art studio for the purpose of preventing other students from using it to complete an assignment.
- VI. Impersonation. Impersonation is the act of a person pretending to be a student during the completion of an academic assignment; impersonation also includes the act of a student soliciting another person to assume that student's identity for the completion of an academic assignment.
- a. Minor violation example: A student gives her roommate her login information so that the roommate can log-in her computer to an online class session while she is absent.
  - b. Significant violation example: a student provides their Canvas login to a third party and pays the third party to complete and submit assignments on their behalf.

The forms of academic misconduct defined above are not exhaustive, and other acts in violation of the Cedar Crest Honor Code or academic standards of integrity may be deemed academic misconduct by an instructor or by the college. Please note that the examples set forth above are merely examples of the type of various infractions and are, in no way, a limitation on what may constitute a violation.

## RESPONSE TO ACADEMIC MISCONDUCT

Students who breach the academic standard of integrity—as set forth in the types of academic misconduct specified in this Handbook and in the Faculty Handbook, Book 4.B.2.a.—are subject to sanctions imposed by the Academic Integrity Review Board, the Provost's office, or the Board of Trustees. Such sanctions can range from, but are not limited to, the requirement to redo an assignment; the reduction in grade for an assignment or course; the failure of an assignment or course; suspension or expulsion from the College; or the withholding, denial or rescinding of academic degrees. In cases in which the sanction for a violation of the Academic Standard of Integrity is a final course grade of "F", the student may be removed from the course upon entry of a final grade of "F" by decision of the Academic Integrity Review Board, in consultation with the course instructor. If a student withdraws from a course, before or after being found responsible for academic misconduct in that course, a sanction of grade of "F" for the course will supersede the "W."

The process of responding to instances of behavior that violate the Cedar Crest Academic Standards of Integrity is managed by the Associate Provost, on behalf of the Provost's Office, in conjunction with instructors, and department chairs or program directors. The initial response to academic

misconduct rests with the individual instructor, who is entitled to take into account the student's degree of academic experience and any prior instances of academic misconduct in the student's time at the College, when determining the penalty for the offense. Instructors encountering a case of academic misconduct may consult with the Provost's Office to determine if the student has committed acts of academic misconduct on other occasions prior to recommending a sanction.

All instructors who determine that a student has breached the academic standard of integrity must report the incident to the Associate Provost using the Report of Academic Misconduct and attach relevant evidentiary documentation as appropriate. All reported incidents of academic misconduct will be held on record by the Provost's Office. Upon submission of a Report of Academic Misconduct, the Associate Provost will review the report and student's history to determine appropriate action according to the following:

- a) For offenses which are deemed to be minor violations, in consultation with the submitter and the Department Chair or Program Director, the Associate Provost will notify the student of the misconduct charge, the sanction, and the procedure to appeal the charge(s) and associated sanction(s). Students who wish to appeal the charges or associated sanctions for what is determined to be a minor offense, must submit their appeal in writing to the Provost's Office using the Academic Integrity Appeal form, which will convene an Academic Integrity Review Board to hear the appeal.
- b) For offenses which are deemed to be significant violations, in consultation with the submitter and the Department Chair, the Associate Provost will notify the student of the misconduct charge and convene an Academic Integrity Review Board to hear the case.

Examples of what may constitute minor and significant violations are available in the Academic Misconduct subsection of this handbook (above). The foregoing examples are not comprehensive or all-inclusive and do not limit, in any way, the College's right to sanction a student for Academic Misconduct. Students who are found responsible for multiple violations of the Standards for Academic Integrity may be subject to more severe sanctions (by way of example, but not limitation, a second minor violation may be treated as a significant violation given the student's history of Academic Misconduct).

An Academic Integrity Review Board will be convened to hold a hearing to review student appeals of minor offenses, and to review all significant violations. Each Academic Integrity Review Board will be comprised of two faculty members and one student representative. Board hearings will be scheduled no more than 45 days after the report is submitted.

When convened, the Academic Integrity Review Board will offer the accused student the opportunity to address the Board as well as offer evidence or other information pertinent to the alleged violation and/or the associated sanction. The Academic Integrity Review Board may also choose to invite other related parties, including the original submitter, Department Chair, or Program Director, to address the Board. After a hearing is held on a specific matter the Academic Integrity Review Board will determine the student's responsibility for the violation (or the associated sanction if that is the sole subject of the student's appeal). If the student is found responsible, the Board will determine the appropriate charge(s) and sanction(s).

The Academic Integrity Review Board will issue a written determination and students will be



notified of the Board's decision by the Associate Provost within 7 days of the hearing. A student who wishes to appeal the Board's decision may do so in writing to the Associate Provost using the Academic Integrity Appeal form, who will adjudicate the appeal on behalf of the Provost's Office. If the student is not satisfied with the decision of the Associate Provost, the student may submit a [Student Complaint](#) in accordance with the Student Complaint policy.

## CLASSROOM PROTOCOL

### a) Learning Environment and Appropriate Classroom Behavior

Cedar Crest College maintains a classroom and learning environment dedicated to scholarly, artistic and professional inquiry. The College's community of learning is founded upon the intellectual freedom of students and faculty in pursuit of knowledge and understanding. Such an environment depends upon the insights of the liberal arts disciplines, as well as a respect for the global diversity of viewpoints and cultural backgrounds.

The College expects students to conduct themselves in a manner that best realizes their own and other students' education. Appropriate classroom behavior includes, but is not limited to, the expectations for students: to attend and be prepared for all classes, to arrive and leave on time, to treat the faculty members and other students with respect, to refrain from any activities within the classroom that do not directly pertain to the business of the class, to use language that is respectful and non-abusive, and to otherwise refrain from any behavior that disrupts or jeopardizes the learning environment as determined by a reasonable faculty member. Academic programs or individual faculty members may establish additional behavioral policies for their courses, including those that consider classroom behavior for a student's academic evaluation.

If a student would like to bring a guest to class, permission must be secured from the instructor prior to that class time.

### b) Response to Disruptive Classroom Behavior

Faculty members are entitled to respond to disruptive student behavior. Responses can range from a verbal warning to requiring the student to leave class. Faculty may further choose to treat dismissal from class as an absence for the purposes of attendance policies. If a student refuses to leave when requested, the faculty member is to call campus police and have the student removed. Unless it should be necessary to protect oneself, the faculty member should not make any effort or threat to remove the student physically.

If the faculty member desires that the expulsion extend beyond the class period or that it be permanent, the faculty member must first notify the chair of the department in writing of the request, and, at the same time, make such a request in writing to the Provost prior to the beginning of the next meeting of that class. The faculty member should provide specific information with regard to the incident which precipitated the request. If the Provost concurs, the student will be notified in writing of the expulsion and the appeal procedures. Disruptive classroom behavior may warrant dismissal from the College.

### c) Notification of Classroom Protocol

Faculty members are expected to make clear expectations for specific classroom decorum

and repercussions for non-compliance, including the impact disruptive behavior may have on students' academic evaluation. Faculty members should be aware of setting boundaries and procedures for exceptions to policies stated in the syllabus.

The following statement (or similar language) should be conveyed to students at the start of each term: "Appropriate classroom behavior is implicit in the Cedar Crest College Honor Code. Such behavior is defined and guided by complete protection for the rights of all students and faculty to a respectful classroom environment. That environment is free from distractions such as late arrivals, early departures, inappropriate conversations and any other behaviors that might disrupt instruction and/or compromise students' access to their Cedar Crest College education."

### ATTENDANCE POLICY

Regular attendance at classes is expected of all students, regardless of whether attendance is a factor in the student's grade for a course.

Students who are absent from classes for illness, a family emergency, a death in the family, military service, jury duty or other legitimate reasons must notify their instructors prior to the start of a scheduled class or as soon as reasonably possible in the event of an emergency situation. A calendar of annual religious or other recognized holidays provided by the Center for Diversity and Inclusion will serve as notice to all faculty for students absent due to religious or cultural observance. It is the responsibility of the student to maintain communication with the instructor concerning class absences. Faculty may require students to obtain absence notification from the Dean of Students Office prior to determining the impact of absences on the student's progression in the course. Students may request an absence notification [online](#). Documentation submitted to the Dean of Students Office with such requests is used only to verify the reason for the absence. The faculty will determine if it is an excused or unexcused absence.

Student absences due to participation in institutionally approved events such as intercollegiate athletics, theatrical or musical performances, academic conference or field trips must be verified by the event's sponsor (e.g. coach or faculty member) to the student's impacted faculty member. Participation in such events does not constitute an automatic excused absence from classes. The instructor may require student attendance if, in the context of the course, this appears to be in the student's best interest, based on the student's academic standing and current performance in the course. In any case, the student is responsible to inform the instructor in writing of an anticipated absence at the start of the semester or the official start of each athletic/performance season. Students are responsible for making up any classwork missed for a verified absence.

### STUDENT APPEAL OF ACADEMIC DECISIONS

A student who has a disagreement with a faculty member about any academic matter, with the exception of decisions regarding academic misconduct, should first attempt to resolve the matter through discussion with the instructor. If the issue is not resolved satisfactorily between the student and the instructor, and the student wishes to appeal further, the student must specify in writing the basis for the disagreement and request a review by the department chair. If the issue is an appeal of the final grade received in a course, this request must be submitted to the department chair within three months of the date that term grades are issued by the registrar. A student who wishes to appeal the decision of the department chair must write to the Provost's Office within a month of the date of

the chair's decision, enclosing copies of all pertinent written documents and requesting a review. If the department chair is the instructor, the student may bypass the initial appeal to the department chair and write the appeal directly to the Provost's Office as set forth herein. The appeal to the Provost's Office which bypasses the department chair must be done within three months of the date that the term grades are issued by the registrar. The Provost's Office, in consultation with the chair and the faculty member (if not the same person as the chair), will arrive at a final decision in the matter.

A decision by the department chair and the Provost's Office will be issued to the student within one month of receiving the matter. If the instructor is no longer employed by the College, the chair is empowered to act in the instructor's absence. If the chair is no longer employed by the College, the Provost's Office alone will make the final decision.

For further and more detailed college academic policies, see the [registrar's website](#). For information on appealing decisions regarding academic misconduct, see [Response to Academic Misconduct](#).

## WITHDRAWAL AND LEAVE OF ABSENCE

### STUDENT-INITIATED LEAVE OF ABSENCE OR WITHDRAWAL

#### **Leave of Absence**

Degree-seeking (matriculated) students who find it necessary to interrupt their college studies for a term or more must apply for an official leave of absence if they wish to return under the same liberal arts education requirements. Within three years of a student's official date of separation, the student must accomplish one of the following steps: attend a class for which the student is enrolled, submit a letter of intent to register for an upcoming term, register for an upcoming term or request an extension of the leave of absence. Leave of absence requests are processed on My Cedar Crest via the withdrawal application and the registrar approves requests for leaves of absence. Withdrawals from individual courses are not considered official leaves of absence.

The first day of class attendance, in the case of traditional students, or the date of the acceptance letter as a degree candidate, in the case of SAGE (School of Adult and Graduate Education) students, is the date of matriculation. This date is important if a student finds it necessary to interrupt studies at Cedar Crest.

If students take an official leave of absence of less than three years they will be permitted to graduate according to the liberal arts education requirements in effect at the time of matriculation. With approval from their major departments, students may be permitted to graduate according to major requirements listed in the College catalog on the date of their matriculation. Alternatively, a student may choose to graduate according to policies and curricular changes enacted by the faculty and found in the most current catalog.

If a matriculated student requests and is granted an official leave of absence of up to three calendar years, the student is not required to reapply for matriculation when the student re-enrolls. A student who re-enters the College after an unofficial withdrawal, a leave of absence greater than three years or any absence not formally approved must meet the liberal arts education requirements and major requirements in effect at the time of re-enrollment.

Students should consult the [Student Financial Services Policy](#) in this handbook, including the [Withdrawal from Course](#) and [Withdrawal from College](#), to understand their financial obligation during a leave of absence.

### **Withdrawal**

In order to withdraw officially from Cedar Crest College, students must submit the withdrawal application on My Cedar Crest. Official withdrawal prior to the official deadline for course withdrawal will result in all coursework in progress being graded W (not computed into average). For exception, see section on [academic misconduct](#). Withdrawal from the College after the official deadline for course withdrawal will result in a grade of “F” for all courses the student is enrolled in at the time of withdrawal. Withdrawal after the official deadline for course withdrawal requires submission of a [Late Withdrawal Appeal](#). If the student re-enters the College to continue the major after a withdrawal, the student will graduate according to general education requirements and major requirements in effect at the time of re-enrollment.

Students should consult the [Student Financial Services Policy](#) in this handbook, including the [Withdrawal from Course](#) and [Withdrawal from College](#), to understand their financial obligation for a withdrawal.

### **COLLEGE-INITIATED (ADMINISTRATIVE) WITHDRAWAL**

Administrative withdrawals occur when the College initiates the process of withdrawing a student from course(s). Administrative withdrawals may occur as a result of disciplinary findings (including, but not limited to, significant violations of the Standards of Academic Conduct or the Standards of Social Conduct) or other situations in which the College has initiated the process of withdrawing the student from course(s). A decision must be rendered by the date grades are due for the problematic term. Administrative withdrawal from one or more classes may affect a student’s satisfactory academic progress requirement for receipt of financial aid; the student should visit Student Financial Services for information.

If, in the sole discretion of the College, a student is behaving in a way which is threatening to others or which significantly interferes with the education or rights of others, the Care Team may initiate the procedures set forth in this section. The Care Team is empowered with the discretion to define within their professional judgment what is sufficiently threatening and/or disruptive to warrant invoking this procedure. More information on the Cedar Crest College Care Team can be found [here](#).

The first step will be to determine an appropriate initial action. The primary alternatives for initial actions are as follows, but these do not preclude other actions based on a specific situation.

- a) Continue at the College with no restrictions. The College may take no action if it is decided, based on review of the referral information or other information presented, that the student may be allowed to continue with no restrictions. In those cases, care should be taken to provide opportunities for the student to be advised of accommodations and support services that are available. In cases where there are conduct actions pending, those actions should go forward.

- b) Continue in College pending further proceedings. The College may require that the student meet certain conditions regarding the student's behavior over a specified period of time if the student is to remain enrolled. Such conditions could include, for example, stopping classroom disruptiveness or continuing only if the student utilizes support services or accommodation arrangements. Failure to comply with the conditions, coupled with further disruptive behavior, may result in having additional conduct complaints added to any that were previously pending or deferred or may result in additional action on the part of the College. At no point will the College engage in a behavioral contract or agreement with a student whose behaviors indicate harm or danger to self or any member of the community.
- c) Remaining enrolled at the College subject to conditions but with eligibility for College-owned residential agreement reviewed. Under certain circumstances, where other students' living and learning environment is likely to be disrupted by a student's behavior, the director of residence life and community standards will have the option of allocating alternative and more suitable living accommodations if such are available or of terminating the housing agreement.
- d) Suspension or expulsion. If there is a pervasive pattern of disruptive or threatening behavior, or behaviors that are assaultive which present an imminent risk of injury to others, the student may be suspended or expelled through the formal hearing process. Interim restriction may be imposed prior to an administrative hearing.

Students should consult the [Student Financial Services Policy](#) in this handbook, including the [Withdrawal from Course](#) and [Withdrawal from College](#), to understand their financial obligation.

## CARE TEAM INTERIM RESTRICTION

### **Mental Health**

Cedar Crest College, through the Care Team, reserves the right to impose an interim restriction for any student when necessary to protect the health and safety of a student or the community, or to allow time for a mental health assessment or evaluation. A student may be restricted from College classes, activities, and functions. A student will be restricted to the extent necessary when there is reasonable cause to believe that the student's participation in College classes, activities, or presence at specified areas of campus may lead to physical abuse, threats of violence or conduct that threatens the health or safety of another person on College property or at official College functions, or other disruptive activity incompatible with the orderly operation of the campus. Upon imposition of the interim restriction, the Care Team or its designee will provide the student with information that applies to the interim restriction, which may include, but is not limited to, the length and conditions of the interim restriction. The Care Team may establish a deadline for the student, or the student's medical provider to submit documentation related to the interim restriction. If a student's interim restriction is not lifted by the deadline established by the Care Team for submission or the student and/or the student's medical provider fails to submit the required documentation, the College reserves the right to administratively withdraw the student from classes. Disciplinary proceedings involving students on interim restrictions will follow the normal established procedures, however, at each step of the proceedings, a student on interim restriction will have scheduling priority.

Students who are restricted on an interim basis may appeal the decision in writing to the Dean of Students or their designee. The appeal can address any of the following:

- a) The reliability of the information concerning the student's behavior;
- b) Whether the student's behavior poses a danger of causing substantial, serious harm to others, causing property damage or directly impeding the lawful activities of others;
- c) Whether the student has completed an evaluation, in accordance with the standards and procedures.

The sole decision of the appeal is to determine whether interim restriction should be continued, modified or removed.

### **Hospitalization**

Cedar Crest College, through the Care Team, reserves the right to impose an interim restriction for any student that is admitted to the hospital for any medical/mental health concern. A student may be restricted from College classes, activities, and functions. Upon imposition of the interim restriction, the Care Team or its designee will provide the student with information that applies to the interim restriction, which may include, but is not limited to the length and conditions of the interim restriction. The Care Team may establish a deadline for the student, or the student's medical provider, to submit the documentation related to the interim restriction. The documentation from the treating physician(s) must include:

1. The hospitalization dates, including the discharge date.
2. A statement from the treating physician(s) that the student is cleared to return to the rigors of classes and campus life.
3. Any accommodation(s) that the student may need (even if temporary) in response to the injury or illness.

The student may not be permitted to return to campus housing, classes or College activities until the documentation has been received and reviewed by the Care Team and has approved the student to return.

### **Referral for Assessment or Evaluation**

The Care Team or its designee may refer or mandate a student for evaluation by a medical and/or mental health practitioner if it is believed that a student is behaving in a way which is threatening to others or which significantly interferes with the education or rights of others. Students referred or mandated for evaluation will be informed in writing. The evaluation will be conducted at the student's expense. A student who fails to complete the evaluation in accordance with these standards and procedures and give permission for the results to be shared with the Care Team may be withdrawn on an interim basis or referred for conduct action or both.

### **Reinstatement**

A student seeking to return to the College after a College-initiated withdrawal must petition the Dean of Students or designee for reinstatement and may not reenter the College or its campus without providing competent evidence that:

- a) The medical/psychological condition no longer exists; or
- b) The medical/psychological condition is sufficiently under treatment so as to remove any substantial likelihood of reoccurrence of the situation which caused the medical withdrawal;  
and

- c) The student is no longer a direct threat or likely to cause a significant interference to the education or rights of others.

In addition to the information that a student seeking reinstatement submits, the College may require the student, at the student's cost, to undergo a medical or mental health evaluation by a licensed professional of the College's choosing. The student must provide permission for the results of such evaluation to be shared with the Care Team.

## COMMUNITY STANDARDS FOR SOCIAL CONDUCT

Responsible citizenship in the Cedar Crest College community requires respect for the dignity and rights of each individual, respect for public and personal property, personal honesty, compliance with all college policies, codes and standards, and compliance with federal and state law. All students are responsible for being familiar with this information and adhering to all college policies and procedures.

### JURISDICTION

Community Standards for Social Conduct apply to any behaviors that take place on the campus, at college sponsored events, off-campus, and to actions online when the conduct affects or has the potential to affect a College interest.

A College interest is defined to include, but is not limited to:

- a) Any action that constitutes criminal offense as defined by federal, state, or local law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law committed in the municipality where the College is located;
- b) Any situation where it appears that the Responding Party may present a danger or threat to the health or safety of others;
- c) Any situation that significantly impinges upon the rights, property or achievements of self or others or significantly breaches the peace and/or causes social disorder; and/or
- d) Any situation that is detrimental to the educational interests of the College.

### DEFINITIONS

**Advisor** – Any person who has been asked by the Reporting or Responding Party to attend any part of the Social Conduct process to provide support and assistance directly to them, but not to participate on their behalf.

**College** – Refers to Cedar Crest College.

**College Official** – Any person employed by Cedar Crest College to perform administrative or professional duties. This includes student workers.

**College Property** – Any property owned, leased, or controlled by the College.

**Hearing Officer** – Any college official designated by the College as responsible for administering a Social Conduct Hearing.

**May** - The word “may” is used in the permissive sense.

**Off-campus** – any property not on College Property.

**Preponderance of Evidence** – The standard of proof that applies to the Social Conduct process. It means that it is “more likely than not” or there is a greater than 50 percent chance that a violation has taken place.

**Policy** – Refers to any written standard, rule, or regulation of the College.

**Reporting Party** – Refers to any person or group that files a report that alleges a student or student group violated the Community Standards for Social Conduct.

**Responding Party** – Refers to any student or student group against whom a report alleging violations of the Community Standards for Social Conduct is filed.

**Social Conduct** – Refers to the Community Standards for Social Conduct.

**Student** – Any person who has accepted offer of admission, and/or who is enrolled in courses at the College, either full-time or part-time, on-line or in-person, single or dual enrolled, pursuing undergraduate, graduate, or professional studies, or were enrolled the previous semester and registered for a future semester. Any person who withdrew after allegedly violating any College policy, or who are not officially enrolled for a particular term but who have a continuing relationship with the College are considered students. In addition, persons who are living in College residence halls and apartments, although not enrolled in this institution, are also considered “students” for the purpose of enforcing this code.

**Student Group** – Any number of students recognized collectively by the College.

## EXPECTATIONS OF SOCIAL CONDUCT

All members of the Cedar Crest College community are expected to comply with and uphold, as well as to encourage others to comply with, the Community Standards for Social Conduct. Guided by the Honor Code Principles, the Community Standards for Social Conduct and a list of prohibited conduct are below.

### **Standard 1: Caring for Others**

At Cedar Crest College we create a just and caring environment by striving to behave with equity, considerations of others, and through recognizing and appreciating others’ differences.

#### **Prohibited Conduct:**

- a) **Physical Violence** – Use of physical force against an individual or group.
- b) **Threats of Physical Violence** – Words or actions that would cause an individual or group to reasonably fear for their safety.
- c) **Harassment** - Repeated, persistent, or pervasive actions directed towards specific individual(s) with the intent or effect to harm, or alarm, including attempted or threatened



physical contact or repeated or pervasive acts that create the reasonable apprehension of unwanted physical or verbal contact as well as contact through any electronic or digital medium.

- d) **Hazing** - An act which endangers the mental or physical health or safety of a student, or which destroys or removes public or private property, for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in, a group or organization. The express or implied consent of the victim will not be a defense. Apathy and/or complicity in the presence of hazing are not neutral acts; they are violations of Standard 1.d.
- e) **Recording and/or disseminating images or audio without consent** - Using electronic or other means to make or disseminate a video, audio, or photographic record of any person(s) where there is a reasonable expectation of privacy without the person's consent.
- f) **Stalking** – A course of conduct (i.e., more than one act) directed at a person that would cause a reasonable person to feel or experience fear, intimidation, or emotional distress, or to fear for the safety of a third person. A series of acts that together constitute stalking may be direct actions or may be communicated by a third party, and can include, but are not limited to: threats of harm to self or others; pursuing or following; non-consensual (unwanted) communication by any means; trespassing; and surveillance or other types of observation.
- g) **Weapons/Explosives** - The possession or use of firearms, or weapons of any other kind (including but not limited to knives, slingshots, metal knuckles, razors, paintball guns, BB guns, and air pistols) is prohibited. The ignition or detonation of anything that could cause damage to persons or property or disruption by fire, smoke, explosion, noxious odors, stain, corrosion or similar means is prohibited. Possession of anything in the nature of fireworks, explosives or chemical explosives is prohibited on any property owned or operated by the College or off campus sponsored events without prior College authorization.

## **Standard 2: Caring for Self**

At Cedar Crest College we believe in self-governance and respecting our health and well-being.

### **Prohibited Conduct:**

- a) **Alcohol** - The unlawful possession, distribution, sale or use of alcoholic beverages are prohibited. Any violation of Cedar Crest College's Alcohol or Drug Use and Controlled Substance policies may result in action under Standard 2.a.
- b) **Drugs** - Illegal possession, use, manufacture, sale, dispensation, or distribution of any controlled substance (including prescription drugs/medication) are prohibited. CBD products may be included in the prohibited materials in Standard 2. b. Marijuana remains an illegal drug under federal law. Although Pennsylvania's state law and medical marijuana program provide access to medical marijuana for patients with specific medical conditions, this law does not supersede the Federal law (the Controlled Substances Act), which flatly bars the use of marijuana even in states that have authorized its use for medical purposes or otherwise. In addition, The Drug-Free Schools and Community Act applied to Cedar Crest College. Any violation of the College's Alcohol or Drug Use and Controlled Substance Other Drugs policies may result in action under Standard 2.b.

- c) **Paraphernalia** - All equipment, products and materials of any kind that are used to consume illegal drugs or any material prohibited by Standard 2.b. or the College's Alcohol or Drug Use and Controlled Substance policies.

### **Standard 3: Caring for the Community**

At Cedar Crest College we respect the individual ownership of ideas, work, and property.

#### **Prohibited Conduct:**

- a) **Acts of Dishonesty** – Furnishing false information to any College Official.
- b) **Disorderly Conduct** - Disrupting or preventing the peaceful or orderly conduct of classes, lectures, meetings, or other College functions, or interfering with the lawful freedom of other persons, including invited speakers, to express their views, or interfering with the performance of the duties of College Official.
- c) **Destruction or Damage** - Destruction, damage, or defacing of personal or College property.
- d) **Failure to Comply** – Failing to comply with a reasonable request or directive of a College Official. This includes, but is not limited to, failure to present a College identification card, failure to keep or attend a required meeting, failure to leave any College premise when requested by a College Official, failure to complete or comply with a College imposed sanction, and failures to observe College policies.
- e) **Taking of Property** – Taking or attempting to take belongings of another person or entity or possession of stolen property or services.
- f) **Obstruction** - Blocking of the free flow of pedestrians or vehicular traffic on College property or at College sponsored or supervised functions.
- g) **Violation of College Policy** - Violating any College policy including, but not limited to, Computer Use Policy, Fire Policies, and Smoke and Tobacco Free Campus Policy.
- h) **Violation of Law** – Any behavior that violates local, state, or federal law.

#### **INTERIM RESTRICTIONS**

The Assistant Dean of Students or designee has the authority to impose interim restrictions on any student when investigating a conduct violation. A student will be restricted to the extent necessary when there is reasonable cause to believe that the student's participation in College activities or presence at specified areas of the campus will lead to, or have the potential to lead to, physical abuse, threats of violence or conduct that threatens the health or safety of any person on College property or at official College functions, or other disruptive activity incompatible with the orderly operation of the campus.

Upon imposition of the interim restriction, the Assistant Dean of Students or designee will provide the student with information that applies to the interim restriction, which may include, but is not

limited to the length and conditions of the interim restriction, charges against the student and information regarding an administrative hearing. Disciplinary proceedings involving students on interim restriction will follow the normal procedures. However, at each step of the proceedings they will have scheduling priority.

Students who are restricted on an interim basis may appeal the decision to the Dean of Students or designee. The appeal must address at least one of the following:

- a) The reliability of the information concerning the student's behavior;
- b) Whether the student's behavior poses a danger of causing substantial, serious harm to others, causing property damage or directly impeding the lawful activities of others;
- c) Whether the student has completed an evaluation, in accordance with the standards and procedures.

The sole decision of the appeal is to determine whether interim restriction should be continued, modified or removed.

### NO-CONTACT ORDER

When harassment, discrimination, sexual misconduct or retaliation (as those offenses are defined in the Student Handbook) have been alleged, or when otherwise deemed appropriate under the circumstances, the Assistant Dean of Students or designee may issue No Contact Orders to the students involved, whether or not disciplinary action is taken. No Contact Orders may also be issued as an interim restriction while alleged violations of the Community Standards for Social Conduct or Sexual Misconduct are investigated and adjudicated. A No Contact Order is used to restrict encounters and communications between individuals. While a No Contact Order in and of itself does not constitute discipline and will not appear on a student's record, refusal to adhere to the order after written or verbal notification of its terms is prohibited and may result in disciplinary action, including disciplinary suspension or expulsion.

### RIGHTS AND RESPONSIBILITIES

All students and student groups are responsible for knowing and adhering to the expectations outlined in the Community Standards for Social Conduct. All students and student groups have the following rights throughout the Social Conduct process:

- a) **Reporting Party**
  - i. The reporting party has the right to pursue criminal charges off-campus.
  - ii. The reporting party has the right to attend the entire portion of the hearing at which information is presented (excluding deliberations) and to question all witnesses. Questions posed by the reporting party to the responding party will be permitted only through the hearing officer.
  - iii. The reporting party has the right to produce witnesses during the hearing process. The witnesses' names and justifications must be submitted to the Hearing Officer no later than 48 hours before the hearing.
  - iv. The reporting party has the right to an advisor during the hearing process. Examples of advisors include, but are not limited to, family members, friends, College staff or faculty and legal counsel. If the reporting party chooses to utilize an advisor, the name of the advisor must be submitted to the Hearing Officer no later than 48 hours

- before the hearing. This will allow for the Hearing Officer to communicate with the advisor on the specific parameters of their role during the hearing process.
- v. The reporting party is informed that all hearing officers take an oath of confidentiality.

**b) Responding Party**

- i. The responding party has a right to receive written notification of alleged violations including the right to know the source of any allegation and the specific violation of the Social Code.
- ii. The responding party has a right to review available information collected by the College in connection with alleged violation at a time and location established by a Social Conduct Administrator.
- iii. The responding party has a right to know any sanctions that may be imposed if found responsible.
- iv. The responding party has the right to present their own information.
- v. The responding party has the right to attend the entire portion of the hearing at which information is presented (excluding deliberations) and to question all witnesses. Questions posed by the responding party to the reporting party will be permitted only through the hearing officer.
- vi. The responding party has the right to produce witnesses during the hearing process. The witnesses' names and justifications must be submitted to the Hearing Officer no later than 48 hours before the hearing.
- vii. The responding party has the right to an advisor during the hearing process. Examples of advisors include, but are not limited to, family members, friends, College staff or faculty and legal counsel. If the responding party chooses to utilize an advisor, the name of the advisor must be submitted to the Hearing Officer no later than 48 hours before the hearing. This will allow for the Hearing Officer to communicate with the advisor on the specific parameters of their role during the hearing process.
- viii. The responding party has the right to refrain from providing statements or answering questions concerning alleged violations.
- ix. The responding party is informed that all hearing officers take an oath of confidentiality.
- x. The responding party has a right to appeal.

## PROCESS AND PROCEDURES

Alleged violations of the Community Standards for Social Conduct should be brought to the attention of the Assistant Dean of Students or their designee. The Assistant Dean of Students or their designee will determine if the report alleges behavior that may violate the Community Standards for Social Conduct. If the report has not been dismissed, the Assistant Dean of Students or their designee, will investigate the alleged violation(s). In the event the violation(s) involves the Assistant Dean of Students or their designee, the violation(s) should be brought to the Vice President of Student Success and Engagement/Dean of Students who will assign a hearing officer to investigate the alleged violation(s). Students can bring good faith complaints without fear of retaliation. The Responding Party has the right to refuse to participate in any and all investigative meetings and the hearing, however, refusal to participate in the process will result in decisions being made based on the information known and while the Responding Party is in absentia.

If the Assistant Dean of Students or their designee finds enough information to move forward with the alleged violation(s), there are two possibilities for resolution, depending on the severity of the violation(s). The case may be referred to a Social Conduct Hearing Officer or to the Social Conduct Disciplinary Board.

### **Role of a Hearing Officer**

The Hearing Officer has the primary responsibility for administrating the Social Conduct process in a fundamentally fair manner. Responsibilities include:

1. To receive and review alleged violations of Social Conduct.
2. To offer to meet with the Reporting and Responding Parties to discuss the alleged violations and Social Conduct process.
3. To conduct the investigation of alleged violations of Social Conduct.
4. To establish if a violation has occurred.
5. To assign sanctions if a violation is found to have occurred.
6. To refer the case to the Social Conduct Disciplinary Board if the violation(s) are significant in nature. The Social Conduct Disciplinary Board will recommend action to the Assistant Dean of Students.
  - Examples of significant violations include but are not limited to the following: distribution of drugs, use/threatened use of a weapon, harm to person(s), and hazing. Other incidents may be deemed significant violations depending on the facts and circumstances of each incident.

### **Role of the Social Conduct Disciplinary Board**

The Social Conduct Disciplinary Board shall be composed of the following: 6 faculty/staff members, 6 students nominated by faculty/staff or self-nominated, and an appointee of the Assistant Dean of Students. A quorum shall consist of the following: 3 persons-including 1 faculty/staff member, 1 student and the appointed administrator. Responsibilities include:

1. To receive and review alleged violations of Social Conduct.
2. To meet with the Reporting and Responding parties and review the evidence collected during the investigation conducted by the Assistant Dean of Students or the Hearing Officer.
3. To establish if a violation has occurred.
4. To assign sanctions if a violation is found to have occurred.

## **RESOLUTION PROCESSES**

All disciplinary actions are to be imposed within 30 calendar days of the initial written notification of the charges.

- a) **Social Conduct Hearing:** the following process will be applied.
  - i. Responding Party and Hearing Officer will meet to discuss the incident within ten days of the violation(s) being reported.
  - ii. The Hearing Officer will determine responsibility based on all information available to them and determine appropriate sanctions if applicable.
  - iii. The Responding Party will be sent a Hearing Outcome Letter within three business days of the meeting.

- iv. Responding Party can appeal the sanctions utilizing the appeal process outlined in their Hearing Outcome Letter. The appeal information can also be found in the Student Handbook, under Notifications of Findings and Sanctions.
- b) **Social Conduct Disciplinary Hearing:** the following process will be applied.
- i. The Responding Party will receive written notice of:
    - i. Charges lodged against them, including identification of the complainant.
    - ii. Scheduled time and place for the hearing, including the identity of the persons hearing the case. A student has the right to challenge the composition of the Social Conduct Disciplinary Board if they have proof of a conflict of interest with one or more members assigned to hear their case.
      - The Assistant Dean of Students must be notified in writing of this intent no later than 24 hours prior to the scheduled hearing. This notification must identify, as precisely as possible, the specific reason for the challenge.
    - iii. The Responding Party is entitled to assistance by an advisor who can be a faculty member, staff member, family member, legal counsel, or fellow student from within the College. This advisor will be allowed to join the student in the hearing, however, the Responding Party is responsible for presenting their own information and advisor is not permitted to speak or participate directly. The Assistant Dean of Student must receive written notification from the Responding Party of the intent to have an advisor present no later than 24 hours prior to the scheduled hearing.
    - iv. All hearings are closed.
  - v. The Social Conduct Disciplinary Board will forward findings and sanctions to the Assistant Dean of Students. The Responding Party will receive a Hearing Outcome Letter within three business days of the hearing.

## SANCTIONS

Cedar Crest College recognizes the role of accountability as an integral component of the educational process. If the Responding Party is found to be in violation of the Community Standards for Social Conduct through the Hearing Process, the Responding Party will be assigned sanction(s). The purpose of imposing sanctions are twofold: one, to protect the College community from behavior that is detrimental to the community and/or the educational mission of the College; and two, to assist students in identifying acceptable parameters and consequences of future behavior. The sanction(s) imposed is/are intended to correspond with the severity or frequency of violations, as well as the student's willingness to recommit to behaviors that fall within the Community Standards for Social Conduct and are consistent with the mission and values of the College. Other factors that may affect the sanction(s) include, but are not limited to, the following:

- a) The nature, severity of, and circumstances surrounding the violation.
- b) An individual's disciplinary history.
- c) Previous complaints or allegations involving similar conduct.
- d) The need for sanctions/responsive actions to bring an end to the actions that were in violation of the Community Standards of Social Conduct.
- e) The need for sanctions/responsive actions to prevent the future recurrence of the actions that were in violation of the Code.

- f) The need to remedy the effects of the actions that were in violation of the Community Standards of Social Conduct on the victim and the community.

Failure to complete sanctions that have been assigned may result in additional sanctions being assigned and/or a hold being placed on the student's account that would prevent them from registering for classes and/or receiving a transcript.

### Sanction Options

- **Expulsion** - Dismissal from the College without the ability to apply for re-admittance. **NOTE:** Any student expelled for disciplinary reasons must vacate the campus within the period of time noted in the notice of expulsion (typically immediately). The student may not return to campus or College property without prior written permission by the Assistant Dean of Students or designee. Failure to comply with this request will constitute criminal trespass. Expulsion shall be noted on the student's transcript. Students should consult the Student Financial Services Policy in this handbook, including the Withdrawal from Course and Withdrawal from College, to understand their financial obligation.
- **Suspension** - Denial of enrollment, attendance and other privileges at the College for a specified period of time determined in the sole discretion of the College. Permission to apply for re-admission upon termination of the period may be granted with or without conditions/restrictions. Students may be required to complete a period of disciplinary probation upon their return to the College. **NOTE:** Any student suspended for disciplinary reasons must vacate the campus within the period of time noted in the notice of suspension (typically immediately). The student may not return to campus or College property during the term of the suspension without prior written permission by the Assistant Dean of Students or designee. Failure to comply with this request will constitute criminal trespass. Students should consult the Student Financial Services Policy in this handbook, including the Withdrawal from Course and Withdrawal from College, to understand their financial obligation.
- **College Probation** - A period of review and observation during which a student is under an official notice that subsequent violations of College rules, regulations or policies are likely to result in a more severe sanction including suspension or expulsion from the College. While on College probation, a student may be considered to be "not in good standing" and may face specific limitations on behavior and/or College privileges (see Conditions/Restrictions below).
- **Conditions/Restrictions** - Limitations upon a student's behavior and/or College privileges for a period of time, or an active obligation to complete a specified activity. This sanction may include, but is not limited to, restricted access to the campus or parts of campus, denial of the right to represent the College in any way, denial of housing or parking privileges, required attendance at a workshop or participation in public service.
- **Written Warning** - An official reprimand that makes the misconduct a matter of record in College files.

- **Fines/Restitution** - An order may be issued to make restitution or to pay a fine when a student has engaged in conduct including but not limited to: the damage or destruction of property, the theft or misappropriation of property, fraudulent behavior, violations of the alcohol and/or drug policies or violations of the fire safety policies. Such property may belong to an individual, group or the College. Restitution may be in the form of payment, service or other special activities designated by the hearing authority. Additional fines may be assessed as a punitive measure.
- **Withholding Diploma** - The College may withhold a student's diploma for a specified period of time and/or deny a student participation in commencement activities if the student has a complaint pending or as a sanction if the student is found responsible for an alleged violation.
- **Revocation of Degree** - The College reserves the right to revoke a degree awarded from the College for fraud, misrepresentation or other violation of College policies, procedures or directives in obtaining the degree or for other serious violations committed by a student prior to graduation.
- **Other Sanctions** - The College reserves the right to impose other sanctions as necessary to remain consistent with the mission and vision of the College. These may include, but are not limited to, research projects, drug/alcohol classes or testing, proof of employment or attendance at classes, etc.

#### **Residence Life Specific Sanctions**

- **Permanent Housing Removal** - Immediate removal from College housing with no ability to return. **NOTE:** Any student permanently removed from College housing for disciplinary reasons must vacate the hall within the period of time noted in the notice of removal (typically immediately). The student may not return to any residence hall without prior written permission by the Director of Housing and Residence Life or designee. Failure to comply with this request will constitute criminal trespass. Anyone removed from housing for disciplinary reasons remains subject to the termination clause of the housing contract, including payment of any fees or penalties. Additionally, anyone removed from housing for disciplinary reasons will be banned from visiting any of the residence halls for the remainder of the academic year or longer, as indicated in the notice of removal.
- **Temporary Housing Removal** - Immediate removal from College housing for a set period of time with an ability to reapply to return to College housing. **NOTE:** Any student removed from College housing for disciplinary reasons must vacate the hall within the period of time noted in the notice of removal (typically immediately). The student may not return to any residence hall without prior written permission by the Director of Housing and Residence Life. Failure to comply with this request will constitute criminal trespass. Anyone removed from housing for disciplinary reasons remains subject to the termination clause of the housing contract, including payment of any fees or penalties. Additionally, anyone removed from housing for disciplinary reasons will be banned from visiting any of the residence halls for the term of their temporary housing removal.



- **Housing Probation** - A period of review and observation during which a student is under an official notice that subsequent violations of College rules, regulations, or policies are likely to result in a temporary or permanent removal from housing.
- **Housing Relocation** - Immediate removal from a specific hall within College housing and reassignment to another hall. **NOTE:** Any student removed from any specific hall within College housing for disciplinary reasons must vacate that hall within the period of time noted in the notice of relocation (typically immediately). The student may not return to the residence hall from which the student was removed without prior written permission by the Director of Housing and Residence Life. Failure to comply with this request may constitute criminal trespass and will result in more severe disciplinary action.
- **Other Sanctions** – The College reserves the right to impose other sanctions as necessary to remain consistent with the mission and vision of the College. These may include, but are not limited to, research projects, drug/alcohol classes or testing, proof of employment or attendance at classes, etc.

#### NOTIFICATION OF FINDINGS AND SANCTIONS

Findings, sanctions, and other records related to the Community Standards of Social Conduct process are part of the educational record of the Reporting Party and may be protected from release under the Family Educational Rights and Privacy Act (FERPA), a federal law. The College may release Social Conduct information without the Responding Party’s consent under the following circumstances:

- a) The College observes the legal exceptions to FERPA, which include the authority for the College to release publicly the student’s name, violation committed, and any sanction-imposed if the violation is a “crime of violence” (arson, burglary, robbery, criminal homicide, assault, destruction/damage/vandalism of property, and kidnapping/abduction).
- b) The College shall release to the Reporting Party the Responding Party’s name and the nature of the policy violation that related to a crime of violence as described above regardless of the outcome.
- c) When students under the age of 21 are found responsible for violating alcoholic beverage and/or controlled substance laws or policies, the College may notify their parent or guardian of such violations if the student is under the age of 21 at the time of the notification, in accordance with FERPA.

#### APPEALS

The Responding Party has the right to one (1) appeal of the determination made during the Social Conduct Hearing Process. The appeal shall be made in writing to the Assistant Dean of Students (or designee); the Responding Party should refer to their Hearing Outcome Letter for specific information.

All Social Conduct Hearing appeals will be heard by the Social Conduct Disciplinary Board. The Assistant Dean of Students (or designee) will convene the Board and work with the Responding Party to present their appeal.

Note: the original Hearing Officer for the case will not be permitted to be part of the appeal process.

All Social Conduct Disciplinary Board Hearing appeals must be submitted to the Dean of Students (or designee), the Responding Party should refer to their Hearing Outcome Letter for specific information.

The appeal letter should be received within three (3) business days from receipt of the Hearing Outcome Letter. Appeals may be made on any of the following grounds;

1. A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g. substantiated bias, material deviation from established procedures, etc.).
2. To consider new evidence, unavailable during the original hearing or investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included.

**Note:** When a party fails and/or refuses to provide a statement during an investigation, and after the hearing decides to provide a statement, it will not be considered “new evidence” for the purposes of this ground. Additionally, subsequent findings of a criminal or civil court (e.g., dismissals, plea bargains, settlements) will not alone constitute sufficient grounds for appeal, but may be considered if new evidence was the grounds for said finding.

A written determination of the appeal will be provided to the Responding Party within five (5) business days of the date that the appeal is received.

There are two possible outcomes:

1. The appeal will be denied.
2. The appeal will be forwarded to the Social Conduct Disciplinary Board, or the Dean of Students, as appropriate as indicated above.

### Miscellaneous

- **Written Notices** – All written notices (allegations, charges, Outcome Letter, etc.) sent to a Responding Party will come to their official Cedar Crest College email address.
- **Transcript Notations** – Students who are expelled from the College shall have the notice of “Expulsion” and the effective date of the expulsion on their transcript. Students who are suspended from the College shall have the notice of “Suspension” placed on their transcript for the period of time they are suspended from the College.
- **Maintenance of Social Conduct Records** - All Social Conduct records are maintained in an electronic database for a minimum of seven (7) years, in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. If an individual receives additional sanctions during the seven-year period, records of all violations will be retained until there is a period of seven years following the most recent incident. If an individual is suspended or expelled, complete records of the proceedings and all pertinent documents, including records of previous lesser sanctions, shall be maintained permanently.

## RESOURCES FOR STUDENTS WITH DISABILITIES

Cedar Crest College is committed to ensuring students with disabilities are welcomed as a part of our diverse community and that they have equal access to participate in all programs and services offered by the College. The College also complies with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. In order to meet these commitments, the College offers educational opportunities and reasonable academic accommodations for the needs of qualified students with disabilities.

The process of requesting and being approved for accommodations is an interactive one that requires student involvement. Accommodations are determined on a case-by-case basis based upon the facts presented for an individual student. Please note that while the College is required to provide a reasonable accommodation to students with disabilities, it is not required to provide the specific accommodation requested by the student. In providing accommodations, the College is not required to effect substantial modifications to essential requirements or to make modifications that would fundamentally alter the nature of the service, program or activity. Students who wish to request disability accommodations (academic, residential, dining) will need to:

1. “Self-identify” as having a disability in order to receive services. Students who identify as having a disability can schedule a meeting with the Director of Student Accessibility Services. During this meeting the student will discuss any diagnosed conditions, the functional limitations the student experiences as a result of any diagnosed conditions, and requests for accommodations (academic, residential and/or dining) related to their disability. Students can also expect to discuss what additional information may be requested in order for the Director of Student Accessibility Services to make a determination.
2. Provide supporting documentation of their condition to assist in further identifying accommodations that are reasonable and appropriate. Students are not required to bring documentation to the initial meeting; however, should the student already have documentation (such as school system Evaluation Reports, Re- evaluation Reports, IEP or 504 plans, etc.), it may be provided at that time or at any time thereafter. Reasonable accommodations are based on the current impact of a disability. Therefore, it is of utmost importance that medical documentation addresses an individual's current level of functioning and present need for accommodations. A full report from a treating healthcare professional completed within the past six months is considered current. Older documentation may be accepted if the condition is unchanging in its impact.

Once a student is approved for accommodations, the Director works closely with the student, the student’s instructors, and other departments (Residence Life/Housing, Student Success and Engagement, Dining Services etc.) as necessary to coordinate provision of accommodations. Please note that we consider the provision of accommodations to be a “fluid” process which takes into consideration that a student’s condition may change, a student may be diagnosed with an additional condition, that an accommodation may not be effective, etc. Therefore, it is important the student work closely and communicate in a timely manner with the Director for any necessary adjustments throughout their time at Cedar Crest.

Please note that prompt requests will provide adequate time to ensure reasonable and appropriate accommodations are in place for the student prior to the start of classes. Accommodations, once approved, are not applied retroactively.

## Appointments

If students are interested in requesting accommodations and are not yet receiving them, they can schedule an in-person or virtual appointment with the Director of Student Accessibility Services.

Appointments are traditionally scheduled between 8:30 a.m. and 4:30 p.m. Please call or email 610-606-4628 or [advising@cedarcrest.edu](mailto:advising@cedarcrest.edu) to schedule a meeting, or if you require accommodations in order to attend/complete an initial meeting, you require an appointment outside our normal office hours, or you have any questions.

## CURRENTLY ENROLLED STUDENTS WITH ACUTE INJURIES

Accommodations are provided to students with disabilities as required by state and federal law, statute, and regulation. The College may, on a case-by-case basis, provide accommodations to students with temporary conditions as the need arises. Currently enrolled students with acute injuries (such as concussions, broken bones, etc.) who are in need of accommodations should contact the Director of Student Accessibility Services to schedule an available appointment. Please note that this interactive process may take some time so students are advised to submit documentation to administration ([Absence Notification Request](#)) regarding any absences they may have had in relation to the injury/condition. Students are also encouraged to work with instructors regarding any missed content, assignments and/or testing that occurs after the injury and before accommodations are in place.

## DISABILITY RESOURCES APPEAL PROCESS

Students should contact The Director of Student Accessibility Services with any questions, concerns or issues you have about decisions related to your individual accommodations. Many questions, concerns and issues can be sufficiently addressed through additional discussion of process and procedures. If, after such a discussion, you remain dissatisfied with a decision related to your requested individual accommodations, you may choose to initiate an appeal by filing the appeal, **in writing**, within sixty days of being informed of the decision by the Director of Student Accessibility Services. You will be required to clearly present the following information to the attention of the Assistant Dean of Students (submit to the Student Success Center, Cressman Library, Rm. 320):

1. The decision you are appealing
2. The basis and rationale for the appeal
3. The specific facts and/or policies supporting your position
4. The remedy and resolution you desire

The Assistant Dean of Students will review the information you provide, and may meet with you, and meet with instructors, department chairs, the Director of Student Accessibility Services and/or other individuals as needed. The Assistant Dean may also review pertinent documentation such as information you provided during your Student Disclosure meeting and any supplemental disability information related to your accommodation request. The Assistant Dean will then issue a written decision within thirty (30) days after receiving your appeal.

Students may file a complaint with Cedar Crest College using the “Student Complaint Form” if they have followed the College’s relevant procedures but believe they have not been treated fairly and impartially, if College policies and procedures have not been followed properly in addressing their dispute, or they wish to object to College policies and procedures. This form is found [here](#)

At any time during this process, you have the right to contact the Office of Civil Rights. The following is the contact information for the regional office serving the Commonwealth of Pennsylvania:

Office for Civil Rights  
Philadelphia Office  
U.S. Department of Education  
The Wanamaker Building  
100 Penn Square East, Suite 515  
Philadelphia, PA 19107-3323  
Telephone: (215) 656-8541  
Facsimile: (215) 656-8605  
Email: OCR.Philadelphia@ed.gov

## PREGNANT AND PARENTING STUDENTS

Title IX of the Education Amendments of 1972 is a Federal Civil Rights law that prohibits discrimination based on sex in educational programs and activities, including academic, educational, extracurricular, athletic and other programs/activities of the College. This prohibition includes discrimination against pregnant and parenting students. At Cedar Crest College, any form of sex discrimination is prohibited. If a complainant chooses to move forward with the formal complaint, the Title IX Coordinator will facilitate a Title IX investigation. If you have been harassed or discriminated against related to your pregnancy, you can submit a [report online](#) or contact the Title IX Coordinator at [titleix@cedarcrest.edu](mailto:titleix@cedarcrest.edu).

Although pregnancy itself is not a disability, pregnant persons may have impairments related to their pregnancies that qualify as disabilities under the American with Disabilities Act (1990). It is the procedure of Cedar Crest College to provide individualized reasonable accommodations to the students who have pregnancy related disabilities, including recovery from childbirth.

To receive these modifications/accommodations please complete the [Modifications Request Form](#). Once the form has been received the Title IX Coordinator in conjunction with the Director of Accessibility Services will review the request. At that time someone from the Dean of Student's Office will reach out to the student to further discuss the options that are available.

Cedar Crest College has a right to request documentation of the temporary disability, and it is the student's responsibility to work with their private physician prior to the provision of services. Accommodations and modifications are determined on a case-by-case basis and are based on professional medical documentation provided by the student.

## COLLEGE POLICIES

### ALCOHOL POLICY

Cedar Crest College complies with the Commonwealth of Pennsylvania's liquor laws. All students are expected to know and abide by these laws and to follow the procedures of the College that support them. Students and organizations that violate any law or policy are subject to disciplinary action by the College. Students will not be protected from legal action taken by public agencies or campus police officers responsible for enforcing the law, even when college disciplinary action has been taken for the violation of the Community Standards for Social Conduct and/or other campus regulations.

## College Alcohol Regulations

- a) Students 21 years of age or older may possess or consume alcoholic beverages in accordance with Cedar Crest College policies.
- b) Students of legal drinking age, 21 years of age, and their guests who are of age may responsibly consume alcohol in residence hall rooms or at college-sponsored events where alcohol is being served.
- c) When one student is 21 years of age and the roommate is under 21, only the student who is 21+ years old may possess and consume alcohol.
- d) Students under 21 years of age are prohibited from possessing and/or consuming alcoholic beverages.
- e) Students under 21 years of age, and their guests regardless of their age, may not possess or consume alcohol in residence hall rooms.
- f) Alcohol may not be stored in community spaces, such as communal refrigerators.
- g) Possession, consumption and/or provision of alcohol in public areas of the campus are not permitted. Public areas are defined as those areas of the campus that are readily accessible to students, faculty, staff and guests. Such areas include all outside areas, athletic fields, lobbies, classrooms, lounges, building corridors and offices. Campus police have the authority to confiscate alcohol in the possession of any individual under 21 years of age and may confiscate alcohol of individuals over 21 years of age if circumstances dictate such action to be necessary. Confiscated alcohol and paraphernalia will not be returned and will be discarded or destroyed by the College.
- h) There shall be no kegs or beer balls in the residence halls, nor shall there be any common sources containing alcohol, such as bathtubs, punch bowls, baby pools, trash cans, etc.
- i) When all official residents of the room are under the age of 21, no alcoholic beverages are permitted in the residence hall room.
- j) Visibly intoxicated persons or persons showing signs of alcohol abuse may be removed from campus by police, campus police or medical personnel.
- k) Violating other policies while under the influence of alcohol will constitute a violation of the Alcohol policy as well.
- l) Campus police has the authority to administer a breathalyzer test in those situations where underage drinking is suspected of having occurred or to more accurately determine the blood alcohol level of any person who appears to be under the influence to the point where they are a danger to themselves or others. A student has the right to refuse a breathalyzer test. If a test is refused, the test will be considered a “positive test” and summary action and sanctions may apply.

- m) Providing alcohol to underage individuals is prohibited, including leaving alcohol unattended in locations where those under 21 may serve themselves. The student who serves alcohol to a person regardless of age shares responsibility with that person for any violation of the Cedar Crest College policies.

### **Campus Events with Alcohol**

- a) All student-sponsored events with alcohol must be registered with both the Office of Student Engagement and the Dean of Students. Student Clubs and Organizations should fill out the [Student Event with Alcohol Notification Form](#) at least 10 working days prior to the date of the scheduled event. The person signing the registration for an event where alcohol is to be served must be 21 years of age or older.
- b) Events must have a stated purpose (dancing, entertainment, etc.) other than the consumption of alcohol. Themes that encourage the consumption of alcohol (i.e. happy hours and drinking games) are prohibited.
- c) Complete guidelines for events where alcohol is to be served can be obtained from the Student Club and Organization Handbook through the Office of Student Engagement.

### **Amnesty Policy**

The policy may apply when a student receives emergency medical assistance that is (a) related to the consumption of alcohol, and (b) sought by a person not serving in an official college capacity. This policy may also apply to any student who seeks medical assistance for another student experiencing a medical emergency based upon alcohol consumption. The student will not be charged or sanctioned for violations of college alcohol-related policies. Students receiving medical assistance in compliance with this policy shall not be referred for prosecution for any state, local or federal crime or misdemeanor solely related to the possession, consumption or supplying of alcohol, unless otherwise provided for in this policy. The student will be required to consult with the Assistant Dean of Students or designee and may be required to participate in an appropriate educational program. Nothing in this policy shall prevent an individual who is obligated by federal, state, or local law, or college policy, practice, or procedure, from reporting, charging, or taking other action related to the possible criminal prosecution of any student.

No individual may receive amnesty more than once. Records of all requests for assistance under this policy shall be maintained by the Dean of Student's Office. Participation in any program as a result of this policy shall not be noted on the student's judicial record. In the event an individual who previously utilized the amnesty policy is involved in a subsequent alcohol-related incident, the subsequent incident and any resulting charges shall be treated as a second offense.

### **ARREST POLICY**

Students who are arrested by any law enforcement agency are required to inform the Assistant Dean of Student's within 72 hours of their arrest. Students arrested may be subject to College disciplinary action when their conduct violates College standards. Failure to report this information to the Assistant Dean of Students will result in a "[Failure to Comply](#)" charge and may result in further disciplinary action.

### **BIAS POLICY**

Cedar Crest College values a diverse, inclusive and equitable learning environment. The College is

committed to maintaining a respectful and welcoming living, learning and working environment for all students, faculty and staff. As such, the College has established the Bias Incident Resource Team. The Resource Team is the first response from the College in coordinating responses to bias and hate incidents. The Resource Team ensures that affected individuals have access to appropriate resources, to assist the College in facilitating a coordinated campus response to bias-related incidents and situations. The Resource Team is not an adjudicating committee.

Bias incidents are expressions, acts or behaviors — verbal, written or physical — which are directed against or target an individual or group based on perceived or actual characteristics, such as, race, ethnicity, color, religion, gender, gender identity, gender expression, pregnancy, national origin, age, disability, sexual orientation, familial status, veteran status or any other characteristic protected from discrimination under law. Bias incidents include hate crimes as defined under federal and applicable state laws, statutes, or regulations. Incidents do not need to be hate crimes to be reported. All incidents of bias or hate crimes may violate College policies regarding student, faculty and staff conduct, as well as laws against discrimination. The College strongly encourages the reporting of all hate crimes and bias incidents.

The Bias Incident Resource Team does not replace processes and policies for reporting and addressing acts of discrimination, harassment or violence, including but not limited to those established in student, faculty and staff handbooks or by the offices of the Dean of Students, Human Resources, the Provost or the College Police.

Retaliation of any kind against a student or member of the faculty, staff or College community for submitting a good faith bias incident report, participating in a bias follow-up procedure or refusing to participate in a bias follow-up procedure is explicitly prohibited.

For more information and how to report visit the Bias Policy Site, [click here](#).

## BICYCLES

Students are permitted to have bicycles on campus, but the College assumes no responsibility for damage or for theft from storage. Theft or excessive damages should be reported to Campus Police. Bicycles may be parked in bike racks at residence halls. Bicycles are to be removed from the campus at the end of the academic year. The College is not responsible for bicycles left on campus and will not ship them home. Bicycles left on campus at the end of the term will be removed and shall not be returned.

## BULLYING

Cedar Crest College strives for a community that is free from bullying, where each student in our community is treated with respect. As such the College reserves the right to address bullying behaviors that undermine the values of our community. This policy specifically applies when behavior is not based on membership in a protected class, but may negatively impact the living, learning or working environment.

For purposes of this policy, bullying is defined as

- Repeated and/or severe behavior that is likely to intimidate or intentionally harm or control another person physically or emotionally, and which is not protected by freedom of expression. This includes behavior that may occur online (also known as cyber bullying), in person, by



- telephone, mail, or any other action, device or method.
- Any student found to have bullied another College community member may be subject to appropriate discipline.

### CEDAR CREST COLLEGE NAME AND LOGO

The College's name, logo, facsimile thereof and/or representation which resembles, suggests or implies an affiliation with the College, may not be used without the approval of the marketing and communications office. Any such use must be appropriate and truthful. No individual may enter into a contractual agreement on behalf of the College except the chief financial officer or designee.

### COMPUTER USE POLICY

- a) Electronic mail, other communications, and data stored on the college servers, electronic mail system, or Office 365 are not implicitly private. Cedar Crest College reserves the right to search, read or otherwise go through any data, mail, or other communication on any of the college's systems. There is no right to privacy in any of these systems.
- b) Sharing passwords or any other authentication information with someone else is strictly prohibited. Each individual is responsible for his/her account(s), including the safeguarding of access to the account(s).
- c) The automatic forwarding of email from a Cedar Crest College email account to any non-Cedar Crest College email account is prohibited.
- d) The use of Cedar Crest College's technology resources to access, further, or otherwise participate in an activity that is inconsistent with the mission of the College is prohibited. This includes, but is not limited to the following: illegal activity (including downloading copyrighted music, applications, or video), sexually explicit material, hate speech, violent behavior & bullying, spam, hacking, etc. An exemption is granted for individuals engaged in normal pedagogic-related activities or research, provided that it is consistent with Cedar Crest's mission.
- e) In addition to standard electronic resources, members of the College community are expected to make appropriate use of the College Telephone/Voicemail system. Examples of inappropriate actions:
  - Unauthorized entry into a voice mailbox
  - Unauthorized use of another individual's identification and authorization code
  - Use of the College telephone system to send abusive, harassing, or obscene messages
- f) The use of Cedar Crest resources to conduct business for personal financial gain is prohibited.
- g) AntiVirus/AntiMalware software must be installed on your computer, kept up to date, and currently enabled. If your software is not up to date or disabled it may lead to an infection which may result in your network access being disabled. [Click here](#) to see a list of suggested applications from the Office of Information Technology.
- h) Although Information Technology deploys patches for College issued devices for Windows, macOS, and other applications, users are responsible for keeping their personal computers and devices updated with all other security patches/fixes from the appropriate software update services. This includes updating your operating system and applications, such as Microsoft Office, Adobe, iTunes, Firefox, Chrome, etc. If your computer is not up to date, it could lead to being infected by a virus or malware which may result in your network access being disabled.

- i) Employees are responsible for their computer, including its hardware, software, and any network traffic transmitted by it. Please contact the Help Desk if you have any questions about whether or not certain software/hardware might conflict with this acceptable use policy.
- j) The use of personal routers (wireless or wired), wireless hotspots, DNS, and/or DHCP servers is strictly prohibited. Information Technology can assist you if you have additional network connectivity needs that are not being met.
- k) Using the College network to provide any service that is visible off-campus without prior Information Technology approval, is prohibited. This applies to services such as, but not limited to, HTTP (Web), SSH, FTP, IRC, email, private VPN, etc.
- l) Configuring your computer to provide Internet or Cedar Crest College network system access to anyone who is not a Cedar Crest College faculty, staff member, or student is prohibited.
- m) Students are not permitted to e-mail to any distribution "All" distribution list from their named account. Only student organization accounts may do so, with prior approval.
- n) Connecting any device or system (that is not a computer or mobile device) to the College's data networks without the prior review and approval of Information Technology is prohibited.

### CONFISCATED ITEMS POLICY

It is the policy of the College to confiscate items that are illegal by local, state, or federal law and items that are prohibited to possess on campus as defined in the Student Handbook and residence hall prohibited items list.

Confiscated items that are in violation of College's policy, which include the drug and alcohol policy, or which are illegal to own or possess, as defined by local, state, or federal law, statute, or regulation, may not be eligible to be returned to the person the items were confiscated from and shall be discarded or destroyed in the sole discretion of the College.

Students may contact the Cedar Crest College's Campus Police Department to determine if the confiscated property is eligible to be returned and, if so, shall make arrangements to retrieve the item(s) at the end of the semester and remove such items from the Campus. Prohibited items that have not been retrieved at the end of the semester, will not be eligible to be returned and will be discarded or destroyed in the sole discretion of the College.

### COPYRIGHT INFRINGEMENT POLICY

It is illegal to download copyrighted materials (including MP3 and other music and video files) from the Internet without permission of the person owning the copyright. Under the Digital Millennium Copyright Act (DMCA) instituted in 1998, the copyright owner may bring an action in court that may result in civil liability or even criminal prosecution.

See complete policy at <http://help.cedarcrest.edu/policies.html>

### CREDIT CARD SOLICITATION

Cedar Crest College prohibits credit card solicitation in any form by financial institutions or other companies, groups or individuals seeking to distribute credit card applications on the college campus. Such prohibited means includes solicitation by posting on college bulletin boards, advertisement in college publications and brochures or flyers processed through campus mailbox,

bookstore or e-mail systems.

Periodically, the College will provide students with educational information regarding the responsible use of credit cards. This information may be provided through presentations in new student orientations, regular classroom activities, relevant literature placed in designated campus facilities, or special campus programming events. Violations of this policy will result in appropriate action taken by the College.

### DAMAGE TO PROPERTY

Damage to or destruction of property or actions that have the potential for such damage or destruction is prohibited. Conduct which threatens to damage, or creates hazardous conditions such as dropping, throwing, or causing objects or substances to fall from windows, doors, ledges, balconies or roofs is also prohibited. This includes, but is not limited to, unauthorized application of graffiti, paint, etc. to property or removal of window restrictors, security screens, etc. Students are responsible for any damage caused by their guests.

### DRUG AND CONTROLLED SUBSTANCE POLICY

Cedar Crest College complies with the state, federal and local drug laws. All students are required to abide by and know the state and federal drug laws. Please consult the Commonwealth of Pennsylvania The [Controlled Substances, Drugs, Device, and Cosmetic Act](#).

Cedar Crest College shares the concern of the medical profession and law enforcement agencies for the serious effects that can result from the use of dangerous drugs and narcotics. Marijuana remains an illegal drug under federal law. Although Pennsylvania's state law and medical marijuana program provide access to medical marijuana for patients with specific medical conditions, this law does not supersede the Federal Law (the Controlled Substances Act), which flatly bars the use of marijuana even in states that have authorized its use of medical purposes or otherwise. In addition, The Drug-Free Schools and Community Act applies to Cedar Crest College. Cedar Crest College opposes and prohibits the possession and use of illegal drugs and narcotics by its students on campus. The College will cooperate with the enforcement of state and federal laws.

The College may take disciplinary action against a student who violates these laws to the extent of separation from the College. Students who wish to seek counseling regarding the use of drugs and their effects are urged to consult with the office of health and counseling services.

### Prohibited Acts

The following acts and the causing thereof within the Commonwealth including upon the campus of Cedar Crest College are hereby prohibited:

1. The possession or use of illegal drugs as defined by federal or Pennsylvania law.
2. The manufacture, distribution, or intended distribution of illegal drugs is prohibited.
3. The possession or use of prescription medication in a manner other than is described on the prescription label including, but not limited to being in possession of or using prescription medication without a prescription is prohibited
4. The unauthorized distribution or intended distribution of prescription medication is prohibited.
5. The misuse of over-the-counter medications is prohibited.

6. The possession or use of drug paraphernalia (i.e., bongs, pipes, etc.), including those that are homemade is prohibited. Drug paraphernalia includes any device that can be used to store, smoke, transport, etc., marijuana or other illegal drugs.
7. Residential students may also face discipline procedures related to the smell of marijuana in the residential facilities. Residents and guests will be held accountable if they are in a room/location where there is the odor of marijuana, even if the odor is “carried in” by a resident or guest. In addition, residents will be held accountable if there is the odor of marijuana coming from their room or person.

### **Reasonable suspicion or mandated screening**

A student may be subject to testing at any time when the departmental chair or director, program director or head of an academic unit or designee determines there is reasonable suspicion to believe the student is under the influence or using illegal or prohibited drugs. Students may also be subject to drug testing based upon the requirements of an academic program. Reasonable suspicion drug testing may be based on objective, reliable information as determined by the departmental chair or director, program director or head of an academic unit or designee. Reasonable suspicion may include, without limitation:

- a) Observed possession or use of substances appearing to be prohibited drugs.
- b) Arrest or conviction for a criminal offense related to the possession or transfer of prohibited drugs or substances.
- c) Observed abnormal appearance, conduct or behavior reasonably interpretable as being caused by the use of prohibited drugs or substances. Among the indicators which may be used in evaluating a student’s abnormal appearance, conduct or performance are: class attendance, significant GPA changes, increased injury rate or illness, physical appearance changes, motivational level, emotional condition, mood changes and legal involvement.

If suspected, the departmental chair or director, program director or head of an academic unit or designee will notify the student of the testing requirement and the student must stay with a faculty or staff member until testing occurs. All testing will be performed by designated laboratories determined by the College. Testing shall be in accordance with industry standards and in accordance with any applicable federal and state laws. The collection procedures shall be designed to ensure the security and integrity of the specimen provided by each student and those procedures shall follow chain-of-custody guidelines. *Note: The possession and/or use of illegal substances may be determined by means other than urinalysis. The student is responsible for the cost of the drug screening.*

Students who fail or refuse a drug test administered during their academic and co-curricular endeavors (i.e. nursing program, athletic team, etc.) will be subject to discipline up to and including expulsion.

### **DEFINITIONS AND TERMS**

- **Administer** - The direct application of a controlled substance, other drug or device, whether by injection, inhalation, ingestion or any other means, to the body of a patient or research subject.

- **Contraband** - Any controlled substance, other drug, device or cosmetic possessed by a person not authorized by state or federal law to possess such controlled substance, other drug, device or cosmetic or obtained or held in a manner contrary to the provisions of this act. The foregoing includes, but is not limited to, medical marijuana.
- **Deliver/Delivery** - The actual, constructive or attempted transfer from one person to another of a controlled substance, other drug, device or cosmetic whether or not there is an agency relationship.
- **Drug** - (i) substances recognized in the official United States Pharmacopoeia, or official National Formulary or any supplement to either of them; and (ii) substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in human or other animals; and (iii) substances (other than food) intended to affect the structure or any function of the human body or other animal body; and (iv) substances intended for use as a component of any article specified in clause (i), (ii) or (iii), but not including devices or their components, parts or accessories.
- **Drug Paraphernalia** - All equipment, products and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of this act.
- **Furnish** - To supply, give or provide to or allow a minor to possess on premises or property owned or controlled by the person charged.
- **Manufacture** - The production, preparation, propagation, compounding, conversion or processing of a controlled substance, other drug or device or the packaging or repackaging of such substance or article, or the labeling or relabeling of the commercial container of such substance or article, but does not include the activities of a practitioner who, as an incident to administration or dispensing such substance or article in the course of professional practice, prepares, compounds, packages or labels such substance or article. The term “manufacturer” means a person who manufactures a controlled substance, other drug or device.
- **Marijuana** - Consists of all forms, species and/or varieties of the genus *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or resin and specifically includes medical marijuana, in all forms, as it is a Schedule I narcotic under Federal law. CBD is included in the prohibited materials in this policy as it may contain THC. For purposes of this policy, Marijuana shall not include products made from the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination and which is

not used, or intended for use, for human consumption. For purposes of this policy, the term used for human consumption means either: (i) Ingested orally or (ii) Applied by any means such that THC may enter the human body. For purpose of this policy the term intended for use for human consumption means any of the following: (i) Designed by the manufacturer for human consumption; (ii) Marketed for human consumption; or (iii) Distributed, exported, or imported, with the intent that it be used for human consumption.

- **Narcotic** - Any of the following, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis: (i) opium, (ii) any opiate having an addiction forming or addiction sustaining capacity similar to morphine, but not including the isoquinoline alkaloids of opium, (iii) any compound, manufacture, salt, derivative, or preparation of opium or any opiate, and (iv) any substance, compound, manufacture, salt, derivative, or preparation thereof, which is chemically identical with any of the substances referred to in (i), (ii) or (iii).
- **Opiate** - Any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction- forming or addiction sustaining liability. It does not include the dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts (dextromethorphan). It does include the racemic and levorotatory forms.
- **Prescription/Prescription Order** - An order for a controlled substance, other drug or device for medication which is dispensed to or for an ultimate user, but does not include an order for a controlled substance, other drug or device for medication which is dispensed for immediate administration to the ultimate user (e.g., an order to dispense a drug to a bed patient for immediate administration in a hospital is not a prescription order).
- **Production** - The manufacture, planting, cultivation, growing or harvesting of a controlled substance, other drug, device and cosmetic.

## E2CAMPUS EMERGENCY NOTIFICATION SYSTEM

In the event of an emergency or dangerous situation involving an immediate threat to the health or safety of the campus, campus police will utilize the E2Campus Emergency Notification System to inform the campus community of the situation and clarify the steps to be taken (i.e. evacuation and avoidance of dangerous areas, etc.). Evacuation routes are posted in buildings.

All incoming students are informed about E2Campus during orientation and newly hired staff are informed when hired. E-mails are also sent to all students and staff every semester to explain the availability of E2Campus. E2Campus uses text messages and e-mails to notify all registered students, staff and faculty and is available “cost free” to everyone.

Students are automatically enrolled in E2Campus and are encouraged to maintain their account with current information. Staff can sign-up for E2Campus by simply clicking on the link on the Cedar Crest College website and filling out the registration form. It should be noted that anyone with a Cedar Crest College e-mail will receive at least a notification on that account. Campus police will immediately dispatch officers to evaluate all emergency situations. At a minimum, campus police will

test this emergency response and evacuation procedure on an annual basis.

## FAILURE TO COMPLY

Students and student organizations are expected to comply with and respond appropriately to the reasonable requests of College officials in the performance of their duties. Students are expected to appear at conduct hearings to respond to allegations or testify as a witness when reasonably notified to do so. A failure to properly comply with or complete a sanction or obligation resulting from a conduct hearing or adjudication may also be considered failure to comply with an official request.

## FIRE POLICIES

### Equipment

No person shall make, or cause to be made, a false fire alarm or emergency report of any kind. No person shall tamper with, damage, disable or misuse fire safety equipment including, but not limited to, fire extinguishers, fire hoses, fire alarms and fire doors. Tampering with or disabling any fire safety equipment in a residence hall may result in your immediate removal from College Housing and a fine.

### Fire Safety Regulations

- a) Students will be permitted to have a name tag, message board and pictures on their residence hall doors. Items should be placed on the upper half of the door above the doorknob and may not cover more than 50% of the door in order to be in compliance with the City of Allentown Fire Code. No items are to be posted on the door frames or on the wall around the doors. Posters, tapestries and lights are strictly prohibited on doors, door frames and walls. The College reserves the right to remove any decorations that do not comply with City of Allentown fire ordinances or which violate College policy.
- b) Burning or burnt candles or incense, toasters and toaster ovens, potpourri crocks, halogen lamps, electric heaters, personal space heaters, hot plates, indoor grills, and electric blankets are fire hazards and may not be used in the residence halls.
- c) The state fire code prohibits the placement and/or storage of any items in the corridors or stairwells of living units. Items in these areas will be considered lost articles and will be removed by college personnel.
- d) Students are subject to disciplinary action by the College and/or to prosecution by the City of Allentown for setting fires through carelessness or negligence, for tampering with a fire extinguisher or smoke detector and for tampering with a fire alarm.
- e) Students are required to evacuate any College building when a fire alarm is sounding and/or when instructed to do so in an emergency or drill by College staff.
  - i. If you need assistance with evacuation due to a disability, please contact the director of learning and disability resources in academic services at 610-606-4628.
- f) Smoking is prohibited on campus; this includes, but is not limited to traditional cigarettes as well as electronic devices used for smoking or vaping.
- g) Over-door hangers may not be attached to doors, nor may hangers be placed over closet edges or hung from picture moldings.
- h) Tapestries and other articles may not be hung from or over light fixtures.
- i) Tapestries, lights and other items may not be hung from the ceiling.
- j) Items being cooked may not be left unattended.

- k) Decorative lights may not be hung around residence hall doors.
- l) Hover boards and similar lithium battery powered self-balancing personal transportation devices may not be used, charged or stored anywhere on campus.

Violation of this policy may result in a fine and other disciplinary action.

### FRAUD/LYING

Lying or fraudulent behavior in, or with regard to, any transaction with the College, whether oral or written, is prohibited, including but not limited to misrepresenting the truth before a hearing of the College or knowingly making a false statement orally or in writing to any College official.

### FREEDOM OF EXPRESSION

The College believes that the right of expression is as necessary as the right of inquiry and that both must be preserved as essential to the pursuit and dissemination of knowledge and truth. Consequently, students, individually and collectively, are encouraged to express their views through the normal faculty, administrative, and student channels of communication. Students also may express their views by demonstrating peacefully for causes and concepts they support or oppose, and the College will make every reasonable effort to protect that right.

The College has an equal and simultaneous obligation to protect the rights and freedoms of students who do not choose to participate in a demonstration. Similarly, the College is obligated to protect its property and to prohibit interference with scheduled activities of students, College personnel, and guests on campus. These obligations, however, do not authorize the College to infringe upon the rights of students and student organizations to hold and express disparate beliefs. Cedar Crest College supports the right of students to engage in peaceful demonstrations, protests, or other expressions of student attitudes without regard to the cause or the viewpoint being promoted by the student participants.

We affirm the right and even the obligation of members of our community to speak out about issues with which they disagree, but encourage students to do so in a manner that is respectful and does not violate the rights of others. For additional information on the College' Bias Policy please refer to Bias Policy in this handbook.

### GAMBLING

College policy prohibits gambling in any form, the sponsoring of lotteries, and the sale of lottery tickets, except lotteries and raffles conducted in accordance with state and local law. Students and student organizations involved in gambling-related incidents may face legal and disciplinary actions. Gambling includes any game of chance or skill played for money or other thing of value, but it may be permissible to offer prizes, awards, or other compensation to the actual contestants in any bona fide contest for the determination of skill. Prohibited activities include blackjack, poker, euchre, any other card game, craps, roulette, and other comparable games when these games are played for money or any other thing of value, including, but not limited to, cash or prizes. Events featuring bona fide games of skill, such as darts or billiards, at which prizes are awarded may be permissible, but betting will not be allowed. Any requests for events at which games of skill will be played must be approved by designated College officials.



## GENDER INCLUSIVE RESTROOMS POLICY

Cedar Crest College affirms the right of all students to use a restroom according to their gender identity without fear of discrimination, retaliation or harassment. Cedar Crest College also maintains single-stall, gender-inclusive restrooms in most buildings which are open to the public and all members of the College community. In regards to the residence halls, please reference the College's current policy and practice.

## GENERAL LAWS

Students or student organizations involved in alleged violations of any federal, state, or local laws may be subject to disciplinary action. These allegations will be adjudicated using the College standard of proof and procedure. Disciplinary action imposed by the College may precede and/or be in addition to any penalty imposed by an off-campus authority.

## GUEST RESPONSIBILITY

Students are accountable for any and all violations their guests may commit while visiting them. Students may be held accountable through the student conduct process including, but not limited to sanctions, based upon the behavior of their guest. Based upon the violation(s), the guest's access to campus may be restricted.

A student who permits a student who has been expelled, suspended, removed from housing or otherwise banned from the residence halls or campus access to a residence hall or campus building may be subject to immediate removal from housing and possible additional sanctions.

## HARASSMENT

Conduct that creates or attempts to create an intimidating, hostile or offensive environment for another person is prohibited. Such conduct includes, but is not limited to, action(s) or statement(s) that threaten harm or intimidate a person, stalking, voyeurism (or peeping), or any other form of unwanted contact. This policy also applies to harassment on the basis of race, color, religion, gender or sex, gender identity or expression, pregnancy, national origin, age, disability, sexual orientation, familial status or any other characteristic protected from discrimination under law.

## HARM TO PERSON(S)

Actions which result in physical harm, have the potential for physically harming another person, which create conditions that pose a risk of physical harm to another, or which cause reasonable apprehension of physical harm are prohibited. Conduct that threatens to cause harm to persons, or creates hazardous conditions for persons is also prohibited.

## HATE SPEECH AND SYMBOLS POLICY

Cedar Crest College (the "College") values a diverse, inclusive, and equitable learning environment. The College is committed to maintaining a respectful and welcoming living, learning, and working environment for all students, faculty, and staff. To uphold these values and commitments, the College prohibits hate symbols, images, or objects on campus or at college related events when they are not being used in the course of educational and academic instruction related to curricular or co-curricular learning outcomes. Hate symbols, images or objects, include but are not limited to swastikas, nooses, burning crosses, and Confederate flags.

As an academic community, the College values protected free speech as central to advancement

of learning. While the College values and protects free speech, it does not support hate speech. Hate speech is defined as abusive or threatening speech or writing that expresses prejudice on the basis of ethnicity, religion, sexual orientation, or similar grounds. The College also recognizes an obligation to ensure an educational environment that is welcoming and inclusive of all learners. For further information please refer to the Freedom of Expression Policy.

## HAZING

Cedar Crest College complies with the Commonwealth of Pennsylvania's laws on hazing and prohibits hazing. Hazing is defined as an act which endangers the mental or physical health or safety of a student, or which destroys or removes public or private property, for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in, a group or organization. The express or implied consent of the victim will not be a defense. Apathy and/or complicity in the presence of hazing are not neutral acts; they are violations of this policy.

## HEALTH POLICY

Cedar Crest College is committed to providing a safe environment for its students and has formulated its health policy based on guidelines presented by the American College Health Association. Students with serious, acute and chronic conditions are encouraged to inform health and counseling services about their illness so that they may receive evaluation and treatment and/or information and referral for appropriate care. Health information you provide will be used, if necessary, solely as an aid to provide health care while you are a student. This information is strictly for the use of health services and will not be released to anyone without student knowledge and consent.

The Dean of Students or designee and the Director of Health and Counseling Services or designee reserve the right to contact parents or guardians in situations where a student's health or welfare is at risk.

On admission to the College, students receive a college health form that must be completed prior to the beginning of classes. Resident students must have forms on file before moving into the residence halls. Resident students who do not have health forms on file may have their housing denied or delayed until this requirement is completed. The form is reviewed by the Director of Health and Counseling Services and students are notified of any missing documentation. All immunizations must be completed and up to date.

A hold may be placed on the student's account preventing course registration until the necessary forms are submitted. Resident students are not permitted to move into the residence halls without required health forms.

The College requires all full-time students to have health insurance coverage. The College will provide a basic Accident and Sickness Plan for all full-time students who do not already have their own coverage. The cost of the plan will be included on the student's bill. A description of the plan and waiver cards for those who have other coverage are provided to students with admittance materials or by Student Financial Services.

In cases of communicable disease, the College will follow the reporting requirements for all communicable diseases. All student concerns about communicable diseases should be directed to

the Director of Health and Counseling Services.

## LIBRARY POLICIES

Cressman Library is easily searchable online at <http://library.cedarcrest.edu>. The library's web pages allow quick access to area libraries' catalogs and general and specialized electronic resources, including encyclopedias, indexes, and full-text journal articles, as well as relevant internet sites. Consult the librarian on duty at the information services desk for assistance with identifying, locating and using information resources.

### Lending Services

Library materials are charged out at the lending services desk on the main level. The non-transferable student ID card serves as your library card. The borrower is responsible for all materials charged out on the card. Students must immediately notify the lending services supervisor of any lost, stolen or misplaced ID card.

Students may borrow books from the general collection for 21 days. Curriculum items circulate for 14 days. A 10-day grace period follows. If fines are not paid upon return of overdue items, the rates are:

Calendar Days	Late Fine (per item)
1-10 days	No Fine
11+ days	55 cents + .05 cents/day - maximum of \$5, per item

The library system assigns a replacement cost for any lost or damaged materials. If the item is recovered within one year of payment, the replacement cost minus any fines owed will be refunded. Phone renewals may be made by dialing ext. 3387 during library hours. Students must have student ID available.

Reference books and microfilms are restricted to use within the library and may be circulated only by special permission of the librarian on duty. Periodicals are designated "In Library Use" only and do not circulate. Charged-out materials left on carrels and tables in the library are not considered returned.

Removal of materials from the library without a lending services desk charge, or a librarian's approval, is considered a code of conduct violation.

Course reserves are housed and charged out at the lending services desk.

- a) Regular reserves: Charged out for three days.
- b) Restricted: Circulates two-hours in-house.
- c) Special reserves: Charged out for one day or one week.

Fines for late reserves: \$1/day per item up to a maximum of \$5.

### Audio Visual/Media Services

The AV/media services office is located on the Terrace Level of the Library. The media collection includes CDs, DVDs, videos, audiotapes and slides.

The circulation period for these items is three days, no renewals. A fine of \$1/day is charged for materials returned after the due date. The maximum fine is \$5/item.

### **Interlibrary Loan Services**

More than one million items are available to Cedar Crest College students via Lehigh Valley Association of Independent College's (LVAIC) interlibrary loan system. Books are shipped to Cressman Library for pick-up. Requests for interlibrary loan material may be made through the WorldCat Local interface through an electronic form via the library's webpage or by filling out a paper form at the information services desk. If the material requested is available at one of the LVAIC libraries—Lafayette, Moravian or Muhlenberg colleges; DeSales or Lehigh universities—it usually arrives within one week. Users should allow a minimum of two weeks for delivery of ILL loans from outside of LVAIC. The loan period for interlibrary loan materials varies according to the lending institution. Students must observe the due date assigned to these items. Renewals are not permitted.

Direct borrowing: Students with valid IDs may obtain library cards from any of the LVAIC colleges. These loans may be returned to the Cressman Library where a courier makes deliveries, Monday through Friday.

Violation of these policies may result in a fine and other disciplinary action.

### **LOBBYING**

In order to be in compliance with federal law, the College may not attempt to influence legislation as a substantial part of its activities. "Lobbying" in this policy means communicating with any governmental official or agency or representative of a governmental official or agency with the intent to influence legislation.

Any student of the College who wishes to lobby the federal, state, or local government on behalf of the College must inform and receive approval from the chief financial officer and the Provost.

Any student who wishes to lobby the federal, state, or local government for a purpose that would benefit the College may not use the College's name or logo without the approval of the Provost and the marketing and communications office.

No appropriated federal funds may be used for lobbying purposes.

### **INTERFERENCE/OBSTRUCTION WITH THE STUDENT CONDUCT PROCESS**

Interfering in any manner with the student conduct process is prohibited. Examples of violating this policy include, but are not limited to:

- a) Failing to participate in a hearing or investigation;
- b) Colluding with or intimidating witnesses;
- c) Providing false information or intentionally omitting relevant information from an investigation or hearing.

### **MISSING PERSON POLICY**

Cedar Crest College is dedicated to promoting a safe and secure environment for our students. Reports of concern over a missing student will proceed with the following protocol:

1. All concerns of a possible missing person should be reported to Cedar Crest College Campus Police by dialing “0” from any campus telephone or 610-437-4471 from an off-campus phone.
2. Upon receipt of the report, a campus police officer will immediately be dispatched to the concerned party to initiate an investigation, and the chief of campus police and on-call residence hall staff will be notified.
3. The responding officer(s) will gather all necessary information related to the incident from the person(s) reporting the missing student, including, but not limited to: a physical description including clothing worn when last seen, details on where the student was last seen and if the student was with anyone, concerns about the mental or physical condition of the student, etc.
4. Officers will make every effort to find the person on campus by checking the residence hall, any scheduled classes, and all accessible buildings. Officers will also check to see if the missing person’s vehicle is on campus and if the person has accessed any area via the card access system or signed in any guests. Other students, friends and acquaintances may also be interviewed.
5. After a search of the campus has been completed and if no further information has been forthcoming, the chief of campus police or designee may choose to notify the campus community to ask for help in locating the missing person. Notification can be done using any combination of our mass notification systems.
6. The chief of campus police or designee may choose to file a missing person report with the Allentown Police Department. All pertinent information relative to the incident will be provided to the responding Allentown police officer.
7. Any and all community inquiries into the matter will be referred to the marketing and communications office or a designated spokesperson.
8. Within 24 hours of the initial report, the missing student’s emergency contact person will be notified by student affairs and/or campus police.
9. After it has been determined that a student that is less than 18 years old and not an emancipated individual is missing, the student’s parent/parents or legal guardian/guardians shall be notified no later than 24 hours after the initial report.
10. In cases when the student is over 18 years old or emancipated and has not designated anyone to be notified, notification will be given solely to the Allentown Police Department.
11. A detailed report of the incident will be generated by the responding campus police officer.

## MISUSE OF DOCUMENTS

Forgery, alteration or misuse of any document, record or officially issued identification is prohibited.

## MISUSE OF STUDENT IDENTIFICATION

Lending a College Student ID card to anyone for reasons not authorized by the College, failing to present a Student ID card when requested by a College official acting in the performance of duties, or possessing or using a fraudulent ID card, may subject the owner and/or the holder to disciplinary action.

## MISUSE OF KEYS

No person may use or possess any College key without proper authorization. No student is allowed under any condition to have a College key duplicated.

## MOTOR VEHICLE AND PARKING REGULATIONS

Campus Police is located in the Safety and Facilities Building behind Curtis Hall. Any questions or problems relating to motor vehicles and/or parking on campus should be directed to the chief of campus police at ext. 3523.

### Vehicle Registration

All faculty, staff, students and contract employees must register their vehicle(s) at the campus police office within 24 hours of entering campus. Campus police is open 24 hours a day/7 days a week. To register a vehicle, students, staff and faculty will need to show their vehicle registration, proof of insurance, current driver's license and Cedar Crest College photo ID to obtain their decals. Remember to report any changes to campus police immediately. Students who change their status with the College, such as First Year to Upper Classmen/Resident or from a Resident to a Commuter or Commuter to Resident, must obtain the proper parking permit to match the student's status with the College. While there is no fee for motor vehicle registration, failure to register and properly display a decal will result in a \$20 fine. In the event of a failure to comply with all parking and traffic regulations the College may invalidate your decal and its privileges. Mutilated or defaced decals are considered invalid and must be replaced. On-campus parking privileges terminate upon separation from the College.

### Vehicle Violations

Campus traffic regulations are to be adhered to at all times. The student, staff or faculty member to whom the vehicle is registered is liable for any violations, regardless of who operates the vehicle.

Fines are incurred for the following violations:

- a) Parking within an intersection
- b) Parking on a crosswalk or sidewalk
- c) Littering
- d) Parking on a lawn or sodden area
- e) Parking in a restricted lot
- f) Parking in a reserved parking space
- g) Parking in a loading/unloading zone
- h) Parking in a space not marked for parking
- i) Parking in a restricted area
- j) Blocking a fire hydrant or fire lane
- k) Obstructing traffic
- l) Vehicle not registered/parking decal not displayed
- m) Failure to stop at a stop sign
- n) Speeding (over 15 M.P.H.) /driving too fast for conditions
- o) Driving the wrong way on a one-way street
- p) Failure to obey traffic control signal of Campus Police Officer
- q) Reckless driving
- r) Fraudulent use of decal
- s) Parking on a restricted service/access road

- t) First-year student parking violation
- u) Failure to park in the direction of the driving lane
- v) Leaving the scene of an accident
- w) PA Vehicle Code violation

Unless approved by the chief of campus police, no vehicles are to be left on campus during summer/winter breaks.

Fines are payable at the finance office cashier window located on the second floor of the Blaney Hall Administration Building, Room 209, from 9 a.m.-3 p.m. weekdays, or in the cashier's window drop box at the same location. Payment can also be mailed to Cedar Crest College, Finance Office, 100 College Drive, Allentown, PA 18104-6196

### **Escort Service**

Contact the college switchboard operator by dialing '0' to access this service any time and a member of campus police will be dispatched to provide you with an escort.

### **Parking**

For information on parking rules and regulations, including maps, please go to the Campus Police Parking and Traffic Regulations page on the Cedar Crest College website.

1. First-Year Resident Student Parking
  - a. 24 hours
    - i. Lot C - West of Alumnae Hall, within designated parking spaces MARKED IN YELLOW in the northwest section of the lot
  - b. Weekends, Friday 6 p.m. to Sunday 6 p.m.
    - i. Lot G - North of Steinbright Hall
    - ii. North and South Quad roads in front of residence halls (and at unrestricted times in the Cressman Library spaces)
    - iii. Roadway behind Butz and Curtis Halls (except where restricted by signs)
2. Upper-class Resident Student Parking
  - a. 24 hours
    - i. Lot C - West of Alumnae Hall, except for the first three rows
    - ii. West Road
    - iii. Lot E - West of the Boiler House and adjacent roadway
    - iv. Lot F - Behind lot E (Note: Lot F floods during heavy rains)
    - v. Lot G - North of Steinbright Hall
    - vi. North and South Quad roads in front of residence halls (and at unrestricted times in the Cressman Library spaces)
    - vii. Roadway behind Butz and Curtis Halls (except where restricted by signs)
    - viii. Behind the Safety and Facilities Building (except where restricted by signs) and adjacent roadway
  - b. After 5 p.m. and on Weekends and Holidays
    - i. Lot D - East of Alumnae Hall
    - ii. Blaney Hall Administration Circle
    - iii. Lot H - West of the Allen House
    - iv. South of Lees Hall
    - v. South of Curtis Hall (except where restricted by signs)

- vi. Lot B - South of Miller/Pool Science/Oberkotter buildings
  - vii. DaVinci Discovery Center Lot
3. Commuter Student Parking
- a. General Parking
    - i. Lot C -West of Alumnae Hall
    - ii. West Road
    - iii. Front of the Cressman Library (In the designated spaces)
    - iv. North of Curtis Hall (except where restricted by signs)
    - v. Roadway behind Butz and Curtis Halls (except where restricted by signs)
    - vi. Lot E - West of the Boiler House and adjacent roadway
    - vii. Lot F - Behind Lot E (Note: Lot F floods during heavy rains)
    - viii. Lot G - North of Steinbright Hall
    - ix. Behind the Safety and Facilities Building (except where restricted by signs) and adjacent roadway
    - x. Hamilton Boulevard Building (except where restricted by signs)
  - b. After 5 p.m. and on Weekends and Holidays
    - i. Lot B - South of Miller/Pool Science/Oberkotter buildings
    - ii. Lot D - East of Alumnae Hall
    - iii. Blaney Hall Administration Circle
    - iv. Lot H - West of the Allen House
    - v. South of Lees Hall
    - vi. South of Curtis Hall
    - vii. DaVinci Discovery Center lot
4. Residence Hall Visitor Parking
- a. General Parking
    - i. Lot C - West of Alumnae Hall, except for the first three rows
    - ii. Lot E - West of the Boiler House and adjacent roadway
    - iii. Lot F - Behind Lot E (Note: Lot F floods during heavy rains)
  - b. Weekends, 6 p.m. Friday to 6 p.m. Sunday
    - i. Lot G - North of Steinbright Hall
    - ii. North and South Quad roads in front of residence halls
    - iii. Roadway behind Butz and Curtis Halls (as shown on map)

### **Additional Parking Information**

- a) The responsibility for locating an authorized parking space rests with the operator of the vehicle.
- b) Illegally parked vehicles are subject to being towed at the owner's expense.
- c) Disabled vehicles: In the interest of safety, vehicles that are not running, whether it is due to mechanical failure, damaged to the point where it is disabled or anything that will not allow for the normal operation of the vehicle, are not permitted to be on Cedar Crest College property and must be removed within 72 hours (unless a clear hazard exists which would warrant its immediate removal). Furthermore, repairing disabled vehicles, except for brief, emergency repairs, is prohibited on Cedar Crest College property. In the event a vehicle becomes disabled on college property, Campus Police must be notified immediately of the vehicle description, location on campus, nature of the problem with the vehicle and the vehicle owner/operator's contact information.
- d) Overnight parking in the first three rows of lot C, west of Alumnae Hall, is prohibited.



- e) Parking directly in front of the Cressman Library is prohibited (use only designated spaces).
- f) Parking and traffic flow may change as warrants for special events and/or emergencies, snow removal, repairs etc.
- g) Also, during snow removal operations, you may be required to move your vehicle in order to facilitate snow removal and ensure maximum availability of parking spaces.
- h) The College assumes no responsibility for damages incurred by fire, theft, accident, flood or vandalism.
- i) Park only in a space designated by white ground markings as a lined parking space.
- j) You are expected to notify your visitors in advance of campus parking and traffic regulations.
- k) LVAIC students who are taking classes on campus must follow commuter student parking regulations.
- l) Parking spaces that are designated for specific individuals are reserved 24/7.
- m) 15-minute loading/unloading areas are available in front of the residence halls for your convenience provided your four-way flashers are on.
- n) Temporary accessible parking passes are available for students who have temporary accessibility needs. Students who are in need of a temporary accessible parking pass should contact the Director of Student Accessibility Services by emailing [advising@cedarcrest.edu](mailto:advising@cedarcrest.edu) or by calling 610-606-4628.
- o) Did you know that you had an escort service? Contact the College Switchboard Operator by dialing '0' or 610-437-4471 to access this service any time and a member of Campus Police will be dispatched to provide you with an escort to and/or from your campus destination.

### **Enforcement of Parking and Traffic Violations**

- a) Fines must be paid or appealed within 72 hours of issue; a 50% surcharge is added after 72 hours.
- b) Fines are payable at the Finance Office Cashier's Window located on the second floor of Blaney Hall from 9:00 AM – 1:00 PM, weekdays, or in the Cashier's Window Drop Box at the same location. Payment can also be mailed to Cedar Crest College, Finance Office, 100 College Drive, Allentown, PA 18104-6196.
- c) Fines that have not been paid or appealed within 72 hours of issue may be turned over to the district magistrate, which could result in additional court costs.
- d) Students with unpaid fines will have their grades/transcripts withheld until the fines are paid.

### **Instructions for Filing an Appeal**

1. Appeals must be filed in writing to the Chief of Campus Police within 72 hours of issue. All decisions will be sent to you by mail.
2. Obtain form from
  - c. Cashier's Office (Blaney Hall Administration Building, Room 212)
  - d. Campus Police (Safety and Facilities Building)
3. Prepare a statement to include:
  - e. Your citation number
  - f. Your vehicle license number
  - g. The date the citation was issued
  - h. A statement of the facts and circumstances surrounding the citation
  - i. Signed statements of witnesses, if any
4. Mail or deliver to the chief of campus police

## NO CONTACT ORDER

When harassment, discrimination, sexual misconduct or retaliation (as those offenses are defined in the Student Handbook) have been alleged, or when otherwise deemed appropriate under the circumstances, the Assistant Dean of Students/designee may issue No Contact Orders to the students involved, whether or not disciplinary action is taken. No Contact Orders may also be issued as an interim measure while alleged violations of the Code of Conduct are investigated and adjudicated. A No Contact Order is used to restrict encounters and communications between individuals. While a No Contact Order in and of itself does not constitute discipline and will not appear on a student's record, refusal to adhere to the order after written or verbal notification of its terms is prohibited and may result in disciplinary action, including disciplinary suspension or expulsion.

## OPEN EXPRESSION ACTIVITY

Free speech is a cherished value of Cedar Crest College. In order to ensure that orderly operations of the College are maintained and that the rights of all are respected, while at the same time ensuring that individual members of the college community have an opportunity to fully exercise their right of freedom of expression, anyone wishing to hold a demonstration/rally, protest, etc. ("Open Expression Activity") must obtain approval two business days in advance of the Activity. An Open Expression Activity Request Form, available at the office of the Dean of Students, must be completed and submitted two business days in advance to the Dean of Students or designee. Open Expression Activities that have not been approved may be considered a violation of the Disruptive Conduct Policy and will be referred to the director of residence life and community standards.

## PROSELYTIZING

Cedar Crest College encourages open dialogue on issues of beliefs and values, as well as educational efforts in areas that enhance understanding of diversity of religious beliefs. The College reserves the right to limit or restrict the on-campus activity of any religious organization that has the express purpose of making converts of members of the college community. Proselytizing through presence on campus, speech or pamphlets is not allowed. There is a designated bulletin board and display table outside the Lees Chapel: A Center for Meditation and Spirituality where information from recognized religious groups may be displayed.

## PROMOTIONAL PHOTOS

Cedar Crest College reserves the right to take photos and videos on campus to be used in promotional materials, which may include printed brochures, the College website, social media, newsletters and magazines, press releases, digital signage, and other forms of media. The College also reserves the right to use photos and videos taken during off-campus activities, such as travel courses, study abroad, service events, internships, athletic events, and other similar activities.

Students should be aware that their likeness may be used in these promotional materials. This serves as notice of the College's intent to do so and as a release of permission to use students' images in this fashion. **If students do not wish to have their image used in these promotional materials, they may contact the Office of Marketing and Communications at [news@cedarcrest.edu](mailto:news@cedarcrest.edu) to withhold permission.**

Paid advertising: Cedar Crest College will seek to secure a signed media release for students who appear in any paid advertising, including, but not limited to digital ads (including paid social media ads, print advertisements, outdoor billboards, etc.

### PUBLICITY AND POSTERS

Posters and announcements are to be posted only on bulletin boards in the Tompkins College Center, academic buildings and the residence halls. The glass doors of the residence halls should be kept free of posters in order to allow for clear vision outside. All items to be posted should carry the name of the sponsor and/or organization and the date the item is posted. Clubs and campus organizations must get their items approved by the office of student activities. Additional questions may be directed to the office of student activities. Unapproved posters or announcements are subject to removal by appropriate College officials or their designees. Banners hanging from balconies must have prior approval from the office of leadership and student development.

### RESIDENCY REQUIREMENTS

Unless a student otherwise is eligible for commuter status (see below), authorized by the College, or due to circumstances which prevent such actions, undergraduate traditional students are required to live in college residence halls if they are enrolled in and actively attend 12 or more hours of 14-week academic credit. Residential students must contact the Director of Housing & Residence Life immediately if the student's status changes and no longer meets this requirement. Failure to maintain and actively attend 12 or more hours of 14-week academic credit may result in loss of housing.

Traditional undergraduate students are eligible for commuter status if they:

- Live within 40 miles of the College and reside with their parent(s), legal guardian, or spouse.
- Have achieved senior student status.
- Have completed six semesters of college work elsewhere as a full-time student in good standing.
- Are designated as "independent" for financial aid purposes.
- Have a disability which prevents or prohibits such an individual from residing on campus.

There is no residency requirement for SAGE students. SAGE students who are interested in on-campus housing may contact Housing & Residence Life to inquire about availability.

### RETALIATION

Retaliation is defined as any adverse action taken against a person participating in a protected activity because of the participation in that protected activity. Retaliation against an individual for engaging in a protected activity, including, but not limited to a good faith allegation of harassment or discrimination, supporting a reporting party or for assisting in providing information relevant to a claim of harassment or discrimination is a serious violation of College policy and will subject such individuals to disciplinary action up to and including expulsion.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. In the event the Title IX Coordinator is the individual at issue, allegations of retaliation should be reported to the Provost. Cedar Crest College will take all appropriate actions to protect individuals who fear, in good faith, that they may be subjected to retaliation.

## SEARCHES OF PROPERTY

Any person present on College premises or at off-campus College-sponsored functions who is in possession of a bag, purse, backpack or any other container where contraband, weapons, alcohol or any other prohibited substance could be contained is subject to search by a College official at any time and for any reason. This includes, but is not limited to, searching vehicles parked on College premises. Items seized by the College will be discarded or destroyed and will not be returned.

## SERVICE ANIMAL AND EMOTIONAL SUPPORT ANIMAL POLICIES

### Service Animals

It is the policy of Cedar Crest College to comply with all applicable federal, state and local laws regarding the use of Service Animals (SAs) on campus. Under federal and state laws, individuals with disabilities who use SAs, or trainers of such animals, in Pennsylvania are entitled to equal opportunity in all aspects of employment and education, as well as equal access to and treatment in all public accommodations, housing accommodations or commercial property without discrimination.

### Definition of Service Animal

A Service Animal is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- a) Assisting individuals who are blind or have low vision with navigation and other tasks.
- b) Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
- c) Providing non-violent protection or rescue work.
- d) Pulling a wheelchair.
- e) Assisting an individual during a seizure.
- f) Alerting individuals to the presence of allergens.
- g) Alerting individuals to blood sugar issues.
- h) Reminding individuals to take medication.
- i) Retrieving items such as medicine or the telephone.
- j) Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
- k) Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

The College may allow a person with a disability to bring a miniature horse on the premises as long as it has been individually trained to do work or perform tasks for the benefit of the individual with a disability. The College may, however, consider whether the facility can accommodate the miniature horse based on the horse's type, size, and weight. The rules that apply to service dogs also apply to miniature horses.

### **Service Animal Access**

Service Animals are permitted across all College facilities for persons with disabilities, including buildings, classrooms, residence halls, dining areas, and recreational facilities. However, Service Animals are not allowed in the pool as the ADA does not override public health rules that prohibit dogs in swimming pools. However, service animals must be allowed on the pool deck and in other areas where the public is allowed to go. Service Animals may not be permitted if the animal poses a direct threat to the health or safety of others, fundamentally alters the nature of a program or activity, or is disruptive. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility (e.g., from a surgery or burn unit in a hospital in which a sterile field is required). The accompaniment of an individual with a disability by a Service Animal in location with health and safety restrictions (food preparation areas, laboratories etc.) will be reviewed on a case-by-case basis in collaboration with representatives from that specific department.

### **Service Animals in Training**

The Americans with Disabilities Act (ADA) assures people with disabilities who are accompanied by service animals that they will not be excluded from public places or activities, nor charged any additional fees, because they are accompanied by their service dog. However, the ADA does not provide the same protection to those who are training service animals (that is, the ADA assures access for the handler/partner only if the dog is fully trained to give some disability-related service).

Pennsylvania state law (43 P.S. § 953) provides the rights of access for individuals who are training service animals in housing and public areas. Because Pennsylvania state law does not clarify further its use of the term “in training,” Cedar Crest College has established policy, based on accepted practices suggested by Assistance Dogs International (ADI). A service-dog-in-training is a dog, accompanied by its trainer, that is undergoing individual training to provide specific disability-related work or service for an individual with a disability. This does not include obedience training or socialization of puppies who may later become service animals (generally 15-18 months). Thus, adult dogs are recognized as being “in training” to provide disability-specific assistance only after they have completed an earlier period of socialization (obedience training, being housebroken, getting acclimated to public places and everyday activities as pets).

### **Control of Service Animal**

The ADA requires that service animals be under the control of the handler at all times. In most instances, the handler will be the individual with a disability. The service animal must be harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal’s work or the person’s disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal. For example, a person who uses a wheelchair may use a long, retractable leash to allow the service animal to pick up or retrieve items. The person may not allow the dog to wander away and must maintain control of the dog, even if it is retrieving an item at a distance. A returning veteran who has PTSD and has great difficulty entering unfamiliar spaces may have a dog that is trained to enter a space, check to see that no threats are there, and come back and signal that it is safe to enter. The dog must be off leash to do its job, but must be leashed at other times. Under control also means that a service animal should not be allowed to bark repeatedly in a lecture hall, theater, library, or other quiet place.

Handlers who bring a Service Animal on campus must follow all state and local requirements regarding the animal’s presence on campus including vaccination, licensure and identification requirements. The City of Allentown requires all dogs over the age of three months to have rabies vaccinations. In

addition, resident handler's (living in Lehigh County) must have their dogs licensed through the County.

### **Removal of Service Animal**

A handler may be asked to remove a service animal if:

- a) The animal is in a College building and does not meet the definition of a service animal or service dog in training
- b) The animal poses a direct threat to the health or safety of others or causes substantial property damage
- c) The animal or its presence creates an unmanageable disturbance or interference with the College community.
- d) The animal's presence results in a fundamental alteration of a College program
- e) The animal's handler does is not able to control the animal
- f) The animal's handler does not pick up the animal's waste and dispose of it properly
- g) The animal is not clean or in good health (poor hygiene, ill, abused etc.)
- h) The handler takes the animal into areas previously identified as restricted
- i) The animal's handler does not follow federal, state and local ordinances/laws/regulations with regard to owning a dog. The owner is responsible for understanding and becoming familiar with these ordinances/laws/regulations

Please note that if a Service Animal is removed from campus housing for any of the aforementioned reasons, the handler is still expected to fulfil housing obligations for the remainder of the housing contract.

### **Voluntary Registration**

Cedar Crest College has a volunteer Service Animal registration program. Therefore, it is recommended the handler has the animal wear a contact tag on its collar in case the animal becomes separated from the handler for any reason.

### **Service Animals in Campus Housing**

If a student is planning to live in on-campus housing with a Service Animal, the student must notify the Director of Student Accessibility Services in advance of the student residing on campus. Such notification allows the Director to work with Residence Life in order to assign the most appropriate housing location in consideration of both the student's and animal's needs. A request for housing with a Service Animal does not require documentation of disability; however, the handler (student owner) of an SA living in campus housing must provide a Certificate of Health from the treating veterinarian indicating the SA is in good health and that the animal has the vaccinations required by state and local ordinances/laws/regulations. In addition, the animal should be licensed and vaccinated as required by Lehigh County and the City of Allentown. The SA must wear rabies/licensing tags. It is recommended that SAs living on campus also wear a contact tag so the handler may be contacted in the event the animal is separated from the handler.

Service Animals should be with handlers at all times. However, on occasion, the handler may need to leave the animal in campus housing (animal is ill). Service animals may not be left in campus housing, without the handler, for longer than eight hours or left without the handler overnight. If the handler must leave campus overnight, the animal should accompany the handler or the handler should make arrangements for the animal to be cared for off-campus.

Handlers of Service Animals living in campus housing will be required to provide an off-campus emergency contact in case the handler becomes indisposed (for example, unexpected hospitalization) and is unable to care for the animal for a period of time. If, for any reason, the emergency care-taker is unwilling or unable to care for the animal, the animal will be boarded at the handler's expense.

Responsibilities for handler's living in on-campus housing and expectations for animal behavior will be discussed with the student prior to the animal living in the residence halls. Questions about these responsibilities and expectations should be directed to the Director of Student Accessibility Services.

### **Conflicting Disabilities**

Students with medical condition(s) that are exacerbated by animals (respiratory diseases, reactive airway diseases such as asthma, and/or severe allergies) should contact the Director of Student Accessibility Services if they have a health or safety related concern about exposure to a Service Animal. The student and the Director will complete the interactive process (Self-Disclosure Meeting & supplemental documentation) to determine whether or not the student has a need for accommodations and what accommodations would be reasonable and appropriate given the nature of the student's condition and situation.

### **EMOTIONAL SUPPORT ANIMALS**

Cedar Crest College recognizes that Emotional Support Animals (ESAs) are often used as part of a treatment plan for individuals with disabilities. This animal serves to alleviate one or more identified functional limitations of an individual's disability. ESAs are not considered Service Animals under the ADA and as such, are limited to the student's living areas and limited/specific outdoor campus spaces when necessary for the animal's exercise and/or relief.

ESAs in campus housing serve to ameliorate a student's functional limitations/barriers that deny the student equal access to the enjoyment and benefits of housing. A direct connection (or nexus) between the student's functional limitations/barriers to equally accessing housing (due to a disability) and the need for the ESA is necessary. ESAs are neither service animals (as defined by the ADA) nor are they pets. A pet is defined as is an animal kept for ordinary use and companionship. Pets are not permitted in campus housing (with the exception of fish).

The need for an Emotional Support Animal is directly related to the functional limitation of a person's disability. Emotional Support Animals are not permitted on campus unless approved as an accommodation by the Director of Student Accessibility Services. If approved, ESAs are only permitted in the residence halls and not in other areas of campus, including in classrooms/labs, dining areas, office spaces, outdoor spaces/events etc. If a student has the need for an ESA as an accommodation and the student's medical/psychiatric professional provider supports this need, the student should contact the Director of Student Accessibility Services to discuss the process by which this accommodation is made.

ESAs must be necessary for the student with a disability to have equal access to housing and the accommodation must also be reasonable. An accommodation may be unreasonable if:

- a) It presents an undue financial or administrative burden on the College;
- b) The requested animal is poisonous, venomous, or can be reasonably viewed as high risk;

- c) Poses a substantial and direct threat to any person;
- d) The size of the animal is too large for available assigned housing space (or available alternate housing spaces, if any);
- e) The animal's presence would force another individual from housing (e.g. serious allergies);
- f) The animal's presence otherwise violates individuals' rights to peace and quiet enjoyment; or
- g) It constitutes a fundamental alteration of the nature of the College's program or service.

Please note the foregoing list is not all inclusive and a determination is made in the sole discretion of the College.

Students may be approved for only one animal to serve as an ESA. Some types of animals may be better suited to living with others of their kind (as a pair, in groups etc.); therefore, they would not be an appropriate animal to request as an ESA.

Any student who wishes to request an ESA as an accommodation, should contact the Director of Student Accessibility Services at least four (4) weeks prior to the student's preferred date to bring the animal on campus. The student will meet with the Director to discuss the interactive accommodation process and review the policies relating to ESAs on the College campus. Please note that the deliberative process required to approve accommodations can take time. Students may not bring potential ESAs on campus until this process is completed, the accommodation has been approved, and a date has been set for the animal to reside on campus.

### SMOKE AND TOBACCO FREE CAMPUS

In order to ensure a safe, healthy environment, all Cedar Crest College facilities are smoke and tobacco free for employees, students and visitors. The use of all tobacco and tobacco like products is prohibited within the boundaries of all College locations including all buildings, facilities, indoor and outdoor spaces and grounds owned, rented, operated and/or licensed by the College. This policy applies to parking lots, walkways, sidewalks, sports venues, college vehicles and private vehicles parked or operated on College property.

For the purposes of this policy, smoke and tobacco products are defined as any type of tobacco product including, but not limited to cigarettes, cigars, cigarillos, electronic cigarettes, pipes, hookahs, smokeless or spit tobacco, snuff and vape pens.

Failure to comply with the smoke and tobacco free policy may result in fines and/or disciplinary action.

### SOCIAL MEDIA

A student is prohibited from filming, recording, photographing, posting or sharing any other individual without consent. In addition, students are prohibited to use social media for the following:

- a) To harass, threaten, insult, defame or bully another person or entity
- b) To violate any College policy
- c) To engage in any unlawful act, including but not limited to gambling, identity theft or other types of fraud.
- d) To post or store content that is obscene, pornographic, defamatory, racist, excessively violent, harassing, threatening, bullying or otherwise objectionable or injurious.



- e) To post copyrighted content (such as text, video, graphics or sound files) without permission from the holder of the copyright.
- f) To post trademarked content (such as logos, names, brands, symbols and designs) without permission from the trademark owner.
- g) Students should express only personal opinions. Never represent yourself as a spokesperson for the College unless authorized to do so. If the College is a subject of the content you are creating, be clear and open about the fact that you are a student and make it clear that your views do not represent those of the College and that you are not speaking on behalf of the College.

### SOLICITING

Soliciting on campus, door-to-door sales operations or direct selling in the residence halls is prohibited. Direct selling may include, but is not limited to, sales made through parties, one on one demonstrations and other personal contact arrangements as well as internet sales. Anyone soliciting or attempting to conduct business in the residence hall should be reported to campus police immediately. The office of student activities must approve selling by Cedar Crest students or student organizations in the Tompkins College Center. Outside vendors must be sponsored by student organizations or other offices on campus.

### SPECIAL DIETARY NEEDS

Any student who wishes to request a meal plan modification as an accommodation (food allergies, chronic conditions exacerbated by specific foods, etc.) will need to request accommodations by self-identifying to the Director of Student Accessibility Services. The student will then complete a “Self-Disclosure” meeting with the Director and provide supplemental documentation of the food allergy, chronic condition exacerbated by specific foods etc. Students may make an appointment with the Director by contacting the Student Success Center (610-606-4628). The Director will then work with the director of dining services to address how the student’s needs may be met.

### STUDENT COMPLAINT POLICY

Cedar Crest College is committed to creating a learning environment dedicated to personal and academic excellence. Members of the College’s learning community, under the College’s Honor Code, pledge to accept responsibility for their actions in all academic and social situations and the effect their actions may have on other members of the College community. As such, Cedar Crest College encourages students to resolve concerns or disputes through direct communication, as appropriate, with the individual or office involved by following relevant College policies or procedures.

Please note that Cedar Crest College has applied to participate in the National Council for State Authorization Reciprocity Agreements (SARA). The Pennsylvania Department of Education serves as the “SARA portal entity” for Pennsylvania with the responsibilities defined by the National Council for State Authorization Reciprocity Agreements. Among the responsibilities assigned to the state portal entity is shepherding the resolution of, investigating and resolving as necessary complaints from distance education students who reside outside of the state and who have complaints regarding the institutions that participate in SARA Pennsylvania. Students not residing in Pennsylvania and who are enrolled in a Pennsylvania institution that operates under SARA Pennsylvania may submit complaints to the SARA portal entity only after completing the complaint process established by the institution attended by the student.

Initial responsibility for the investigation and resolution of student complaints resides with the institution against which the complaint is made. Students must exhaust all opportunities for resolution at the institution before filing a complaint with the SARA portal entity. Complaints regarding grades or student conduct violations are governed entirely by institutional policy and are not subject to review by SARA Pennsylvania.

Students who have exhausted institutional grievance processes and remain dissatisfied with the outcome may file a written complaint with SARA Pennsylvania ([click this link](#)) within two years of the incident that is the issue of the complaint. Anonymous complaints may not be reviewed.

### **Policies and Procedures for Resolving Concerns, Disputes, or Appeals of Decisions**

Please consult the relevant policies in the Cedar Crest College catalog, Student Handbook, or graduate program handbooks to resolve concerns or disputes. Use the appropriate links below to follow the College’s policies and processes:

<b>Area of Concern, Dispute or Appeal</b>	<b>Office/Person to Contact</b>
<a href="#">Undergraduate Academic Appeals</a> (For appeals of final grades, academic misconduct or other undergraduate academic policies)	Provost’s Office: Associate Provost
<a href="#">Petition to Waive Undergraduate Curricular or Academic Policy</a> (For petitions to the faculty Committee on Undergraduate Education or the Academic Policies and Standards Committee)	Registrar’s Office: Registrar
<a href="#">Graduate Student Academic Appeals</a> (For appeals of final grades, academic misconduct, or other graduate policies, see pp. 16-17; see also relevant program-specific graduate handbooks.)	Provost’s Office: Associate Provost
<a href="#">Disability Resources/Accommodations</a>	Student Success and Engagement: Director of Student Accessibility Services
<a href="#">Social Conduct Appeals</a> (For appeals of student conduct procedures, College-initiated withdrawals or other Code of Conduct policies)	Student Success and Engagement: Dean of Students
<a href="#">Sexual Misconduct or Harassment</a> (Title IX)	Title IX Coordinator
<a href="#">Bias, Harassment, or Discrimination</a> (Bias Incident Report)	Center for Diversity & Inclusion: Chief Diversity Officer
<a href="#">Research Approval: Institutional Review Board</a>	Institutional Review Board chair or Associate Provost
<a href="#">Traffic or Parking Violation Appeal</a>	Campus Police: Chief of Police
<a href="#">EthicsPoint</a> – Whistleblower Reporting (Anonymous Reporting of Improper or Unsafe Behavior)	Finance & Administration Office: Chief Financial Officer/Director of Human Resources

### **Student Complaints to the College**

Students may file a complaint with Cedar Crest College using the “Student Complaint Form” if they

have followed the College's relevant procedures but believe they have not been treated fairly and impartially, if College policies and procedures have not been followed properly in addressing their dispute or they wish to object to College policies and procedures.

To file a complaint with Cedar Crest College, submit the [Student Complaint Form](#) to either the Associate Provost or the Vice President of Student Success and Engagement/Dean of Students.

Unless otherwise provided herein, complaints must be reported within one (1) calendar year of the incident that caused the complaint. Complaints will be received by the Provost's Office and the Dean of Students Office and then forwarded to the relevant College official(s) or office(s) for review. The College will seek to address complaints within twenty (20) business days. Individuals and offices identified as party to a complaint may be notified and asked to provide relevant information.

Retaliation of any kind against a student for submitting a good faith complaint, participating in a complaint procedure, or refusing to participate in a complaint procedure is explicitly prohibited.

Complaints may be submitted by any Cedar Crest College student (e.g., full-time or part-time, undergraduate or graduate, on-campus or online) who was enrolled at the College at the time that the originating incident of the complaint took place. Complaints will not be accepted by Cedar Crest College under the Student Complaint policy from non-students, including other persons acting for or on behalf of a student (e.g., parents, spouses, children, employers, or friends).

Records of all Student Complaints received by Cedar Crest College will be maintained as required by all applicable state and federal regulations or statutes and in accordance with College policies and procedures.

#### **Student Complaints to the Pennsylvania Department of Education**

Students may also file a complaint with the Pennsylvania Department of Education:

Pennsylvania Department of Education - Postsecondary and Adult Education  
333 Market Street, 12th Floor  
Harrisburg, PA 17126-0333  
Phone: 717.783.8228  
Fax: 717.722.3622  
[Click here for website](#)

#### **Student Complaints to the Middle States Commission on Higher Education**

Students may also file a complaint with the Middle States Commission on Higher Education, Cedar Crest College's regional accrediting agency:

Middle States Commission on Higher Education  
3624 Market Street, Second Floor  
Philadelphia, PA 19104  
<http://www.msche.org/documents/ComplaintsInvolvingMemberCandidate.pdf>  
Email: [info@msche.org](mailto:info@msche.org)

### **STUDENT FINANCIAL SERVICES POLICIES**

#### **Accounts Receivable (AR) Hold Policy**

Students who have an outstanding balance (student account balance, missing financial aid paperwork, parking fines, etc.) will have an AR hold placed on their account; this also includes

missing payments from third party payers. This hold will prevent registration, schedule changes and the release of transcripts.

Depending on the type of payment, holds will be removed within 24-48 business hours. If paying by check, it may take 7-10 business days to clear. At that time, the AR hold will be removed.

Once an AR is removed, a student may register for classes, add/drop classes, move into student housing and/or request a transcript.

### **Payment Due Dates and Late Fee Policy**

All student account balances must be paid in full by the invoice due date before the start of each enrollment period. Students are not permitted to attend classes, occupy residence halls or use meal plans to eat in the dining hall unless full payment has been remitted or payment arrangements have been approved through Student Financial Services. Students who are not in good financial standing with the College will not be eligible to receive diplomas, transcripts, view grades or register/remain registered for future semesters. Information about and assistance with financial aid, financing resources and payment plans are available through Student Financial Services.

Failure to make payments by the due date will result in an assessment of a late fee. Your financial responsibility will remain until full payment is received. Not receiving a student invoice does not alleviate you from financial obligation to the College.

Reminder that all students can view their bills online through Transact Integrated Payments. Bills can be viewed by logging into my.cedarcrest.edu under quick links; select [Student Financial Services](#), select Transact Integrated Payments and then click Go to Transact .

### **Withdrawal from Course**

#### **Financial Refund Policy for Students Withdrawing from Course(s)**

Full-time traditional students who drop below 12 credits after the end of the drop/add period, based on enrollment in a course or in an accelerated course and failure to attend, will receive no adjustment to the full-time tuition charge and may be subject to an adjustment to financial aid and other charges. SAGE or part-time traditional students who drop during the drop/add period without replacing an equal number of credits in the same period, or who withdraw from courses after the end of the drop/add period, will receive an adjustment of tuition, fees (if applicable), and financial aid as required, based on the date of withdrawal, according to the following schedule:

#### **Course Withdrawal Financial Refund Schedule**

Students must use the College's published requirement for notification of withdrawal in order to be subject to the College's refund policy regarding tuition/fees/other charges. Information about withdrawal procedures can be found in the [Academic Policies and Services section of the catalog](#) or by contacting the Registrar's office or Student Financial Services.

#### **For Non-accelerated Courses**

Prior to first class meeting	100% Tuition Refund
Prior to End of Drop/Add 1 <sup>st</sup> Week of Semester (if not replacing credits)	90% Tuition Refund

Prior to the End of the 2 <sup>nd</sup> Week of Semester	75% Tuition Refund
Prior to the End of the 3 <sup>rd</sup> Week of Semester	50% Tuition Refund
During and After the 4 <sup>th</sup> Week of Semester	No Refund

### 7-8 Week Courses

Prior to first class meeting	100% Tuition Refund
After First Class Meeting	90% Tuition Refund
After 2nd Class Meeting	75% Tuition Refund
After 3rd Class Meeting	50% Tuition Refund
After 4th Class Meeting	No Refund

### For Accelerated Courses: 6-9 Class Meetings

Semester Schedule of Course Withdrawals	%Refund
Prior to the First Class Meeting	100%
After First Class Meeting	75%
After 2nd Class Meeting	50%
After 3rd Class Meeting	None

### 4-5 Class Meetings

Semester Schedule of Course Withdrawals	%Refund
Prior to the First Class Meeting	100%
After First Class Meeting	25%
After 2nd Class Meeting	None

### 2-3 Class Meetings

Semester Schedule of Course Withdrawals	%Refund
Prior to the First Class Meeting	100%
After the First Class Meeting	None

## Withdrawal from College

### Financial Refund Policies for Withdrawal/Separation from the College or Courses

It is a student's responsibility to notify the College when it is necessary to withdraw from course enrollment (from individual courses or from all courses) for any reason. Withdrawal or Leave of Absence Notification can be made through the Registrar's link at My.CedarCrest.edu on the College's student web information system. Students must have a valid User ID and password to access this function. For additional information regarding Withdrawal or Leave of Absence procedures, please refer to the [Academic Policies and Services section of the catalog](#). Students who withdraw from all courses during a semester or session, either by official notification to the College, or by failing to remain enrolled in courses as expected without notification to the College are considered to have Withdrawn/Separated from the College and are subject to the Financial Refund Policy for Students Withdrawing/Separating from the College.

If a student is withdrawing from individual courses during a semester, but will continue to be enrolled in remaining courses, or receives a letter grade for any course that session, they are not considered to have withdrawn or separated from the College and may be subject to a refund of individual course charges under the Financial Refund Policy for Students Withdrawing from Course(s). Assistance with the withdrawal process can be obtained through [Academic Advising](#), the [Registrar's Office](#) or [Student Financial Services](#). Resident students must notify the Director of Housing & Residence Life whenever they plan to vacate a residence hall prior to the end of their contract period. Students who are withdrawn from the College or from housing for disciplinary reasons are not eligible for any refund, except pro-rated board, unless required by federal, state, or other regulations.

### **Financial Refund Policy for Students Withdrawing/Separating from the College**

Students withdrawing from the College (or from all classes) after the first day of the semester, but prior to the 60% point of the semester, will have tuition, fees designated as refundable, and financial aid (federal Title IV funds, state funds and institutional aid) pro-rated based on the number of calendar days remaining in the semester. Calendar days are calculated as the number of calendar days completed out of the total number of calendar days in a semester, excluding scheduled semester breaks of five days or more. After the 60% point of the semester, no adjustment to tuition, fees or financial aid will be made. . Housing and Board charges (meal-plans) will be pro-rated to the 60% point of the semester. After the 60% point, no refund will be provided. There is no refund of the Resident Communication Fee after the semester begins. Title IV financial aid recipients will have the unearned portion of financial aid (grants and/or loans) returned to the Title IV funding source, in accordance with the federal Return of Funds policy governing Title IV assistance.

Recipients of Title IV financial aid who are subject to a calculation of eligibility after withdrawal will have funds returned to Title IV programs in the following order, as applicable: Unsubsidized Direct Stafford Loan, Subsidized Direct Stafford Loan, Perkins Loan, Direct PLUS (Graduate Student), Direct PLUS (Parent), Pell Grant, FSEOG, TEACH Grant, other Title IV assistance. Detailed Title IV policy regarding the adjustment of federal financial aid funds is available by request through Student Financial Services.

### **STUDENT RECORDS POLICY**

The Family Educational Rights and Privacy Act of 1974 (FERPA, also known as The Buckley Amendment), states that students' educational records are considered confidential. Academic advisors/faculty members are required by FERPA not to disclose any information about a student to the parents (or anyone else) unless the student provides written permission to release the information,

the written request is from a law enforcement agency, or the release of such information is allowed pursuant to law.

### **Access to Records**

College officials will review with an enrolled Cedar Crest student, or an alumna or alumnus, on written request, official records, except those specifically denied by the law. A request to review records described below will be granted within a reasonable time and no later than 45 days after the request has been made. This legislation does not open records to people who are applying to the College, who applied but were denied admission, or who were admitted to the College but did not enroll. Students will not be provided with copies of their records, other than transcripts.

1. These records are available to the student for inspection and review with the office responsible for maintaining the record:
  - a) Registrar - Admissions applications and supporting materials (not confidential counselor or admissions office notes) written on or after January 1, 1975; the Cedar Crest record; transcripts from other colleges and universities; and official College correspondence
  - b) Career planning director - Letters of recommendation written on or after January 1, 1975
  - c) Health and counseling services director - The student's records in Cedar Crest health services
2. The law denies the student access to these records:
  - a) Parental financial records (without prior written approval of the parents)
  - b) Confidential letters and statements of recommendation placed in records prior to January 1, 1975
  - c) Personal notes of teachers, advisors and administrators, the college chaplain, medical personnel, psychologists and psychiatrists, provided they are not available to a third party

### **Right of Privacy**

The College will not release a student's records to any individual, agency or organization without the written permission of the student with certain exceptions, which include but are not limited to the following:

1. To Cedar Crest faculty members, administrators and staff who have legitimate educational interests in the records.
2. To authorized representatives of the comptroller general of the United States; the secretary of the United States Department of Education; the United States commissioner of education; the director of the national institute of education; the assistant secretary of education; or state educational authorities.
3. To persons who require access in consideration of a student's application for, or receipt of, financial aid.
4. To the parent(s) of the student(s) dependent upon them. (Cedar Crest College will attempt to notify the student in advance of parental notification, but no advance notification is guaranteed unless required by law, statute, or regulation.)
5. To persons authorized to receive such data through judicial order or pursuant to a subpoena. (The law requires the College to attempt to notify the student in advance of its compliance with such orders).
6. To appropriate persons in connection with an emergency if knowledge of such information is necessary to protect the health or safety of the student or other persons.

7. To parents or legal guardians, the disclosure of the results of student conduct proceedings for alcohol and drug related offenses for students under the age of 21. As otherwise required or authorized by law, statute, or regulation.

### **Additional Rights**

1. The College will release information from educational records to third parties with the written consent of the student. If such a transfer of information is made, it shall be a condition of release by the College that those to whom the information is released will not permit additional access to the records without written student consent. A student is permitted to waive the right to inspect letters of recommendation in order to enable the opportunity to obtain more effective letters of recommendation. A student who wishes to use this privilege must submit a written request to the executive director of career planning to waive this right. A student has the right to inspect the log of non-Cedar Crest persons who have requested or obtained access to the student's records. A student has the right to challenge the factual basis of the records. In such instances this procedure will be followed:
  - a) If the student and a college official agree on the error, the change will be noted and signed by the student and the official.
  - b) If the student and the college official do not agree on the error, the student may appeal to the Registrar, Provost or designee for resolution within 30 days of review. If the Registrar, Provost or designee is involved in the disagreement concerning factual information, the president of the College or designee shall resolve the dispute. The student's appeal must be supported by a written statement of fact. A student has the right to withhold information from a published directory prepared by the College for use by non-Cedar Crest College persons, provided the request of deletion of the information is in writing to the registrar's office prior to the last date of official registration for fall or spring semester. Cedar Crest College assumes that a student who does not specifically request that directory information be withheld thereby indicates (individual) approval of disclosure.
2. Directory information consists of such data as the student's name, telephone number, address, major field of study, participation in activities, dates of attendance, and degrees and awards received. Through this information is public in nature, students may request that it be withheld and released only upon written authorization. Such requests should be made to the Registrar. The student directory will be accessible on the internal computer network.
3. In regards to judicial matters and honor code violations, the College will, upon written request, disclose to the alleged victim of any crime of violence, or a non-forcible sex offense, the report on the results of any judicial proceeding conducted by Cedar Crest College against a student who is the alleged perpetrator of such crime or offense with respect to the results of the judicial proceeding. Such information may also be disclosed to third parties in accordance with applicable laws.
  - a) The term "crime of violence" shall be defined as (1) an offense that has as an element the use, attempted use or threatened use of physical force against the person or property of another or (2) any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense. The final results of the judicial proceedings shall only include:
    - i. the name of the student
    - ii. the violation committed



- iii. any sanction imposed by the College on the student
- iv. the name of any other student, such as a victim or witness, only with the written consent of that other student.

Students should contact the Registrar if they have questions about their rights under FERPA.

## THEFT

Theft of any kind, including seizing, receiving, or concealing property with knowledge that it has been stolen, is prohibited. Sale, possession or misappropriation of any property or services without the owner's permission is also prohibited.

## TOMPKINS COLLEGE CENTER POLICIES

- a) Food may be served in most areas of the Tompkins College Center. Cedar Crest College Dining Services is responsible for serving all food in the College Center. They can be contacted at extension 3446.
- b) Alcohol is not permitted without prior approval by appropriate college officials.
- c) Animals are not permitted in the building with the exception of service animals or other animals authorized under the College's policies.
- d) Furniture may be moved only with the permission of the Conference Services staff.
- e) Posters, announcements, etc. are to be posted on bulletin boards only. These items must be submitted to the Office of Student Engagement for posting. Materials will be removed upon expiration.
- f) The College Center cannot be responsible for any articles lost in the building.
- g) Rooms may be used only upon proper reservation through the Astra scheduling system.
- h) Sponsoring organizations are responsible for the equipment and facilities reserved. Individuals and/or groups may be denied future use of the facilities and may be billed for damage or loss.
- i) Soliciting is not permitted without the approval of the Conference Services staff.
- j) The board of health prohibits bare feet in the center.
- k) Guests are expected to behave in an appropriate manner and are subject to College Center rules and regulations.

## UNAUTHORIZED PRESENCE OR USE OF CAMPUS FACILITIES

Unauthorized entry into, presence in or use of College facilities equipment or property that has not been reserved or accessed through appropriate College officials is prohibited.

## WEAPONS/EXPLOSIVES

The possession or use of firearms, or weapons of any other kind (including but not limited to knives, slingshots, metal knuckles, razors, paintball guns, BB guns, and air pistols) is prohibited.

The ignition or detonation of anything that could cause damage to persons or property or disruption by fire, smoke, explosion, noxious odors, stain, corrosion or similar means is prohibited. Possession of anything in the nature of fireworks, explosives or chemical explosives is prohibited on any property owned or operated by the College or off campus College sponsored events without prior College authorization.

## SEXUAL MISCONDUCT POLICY

Cedar Crest College is committed to providing an educational and employment environment that is free from discrimination based on protected characteristics, harassment, and retaliation for engaging in protected activity.

Cedar Crest College values and upholds the equal dignity of all members of its community and strives to balance the rights of the Parties in the resolution process during what is often a difficult time for all involved.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education program or activity, Cedar Crest College has developed policies and procedures that provide for prompt, fair, and impartial resolution of allegations of protected characteristic discrimination, harassment or allegations of retaliation.

Cedar Crest College seeks to comply with all federal, state, and local laws, regulations, and ordinances prohibiting discrimination in private post-secondary education institutions.

Cedar Crest College does not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of actual or perceived:

- Age (40 years and over in the employment context)
- Citizenship status
- Color
- Creed
- Disability (physical or mental)
- Domestic violence victim status
- Ethnicity
- Family responsibilities
- Gender expression
- Gender identity
- Genetic information (including family medical history)
- Height
- Marital status
- National origin (including ancestry)
- Personal appearance
- Place of business
- Political belief or affiliation
- Pregnancy or related conditions
- Race
- Religion
- Residence
- Sex\*
- Sexual orientation

- Source of income
- Veteran or military status (including disabled veteran, recently separated veteran, active-duty, wartime, or campaign badge veteran, and Armed Forces Service Medal veteran)
- Weight
- or any other protected characteristic under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any grievance process within the institution, with the Equal Employment Opportunity Commission, and/or other human/civil rights agency.

This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the Cedar Crest College community whose acts deny, deprive, unreasonably interfere with or limit the education or employment, residential and/or social access, benefits, and/or opportunities of any member of the Cedar Crest College community, guest, or visitor on the basis of that person's actual or perceived protected characteristic(s), is in violation of this Policy.

Cedar Crest College will promptly and effectively address any such discrimination of which it has Knowledge/Notice using the resolution process in the Sexual Misconduct Policy and Procedures.

Title IX's prohibition on discrimination on the basis of sex does not apply to private undergraduate colleges. \*Cedar Crest College is a historically women's college and maintains this identity as a Traditional Women's College, admitting men in a small number of programs. However, all other activities of the College are prohibited from discriminating on the basis of sex.

#### TITLE IX TEAM CONTACTS

Cedar Crest College has appointed a Title IX Team, comprised of individual(s), to coordinate Cedar Crest College's compliance with federal, state, and local civil rights laws and ordinances:

For sex discrimination and sex-based harassment allegations:

Administrator  
 Dr. Amy Porter  
 Assistant Dean of Students/Title IX Coordinator  
 Cressman Library, Room 320  
 610-606-4666 ext. 4588  
[titleix@cedarcrest.edu](mailto:titleix@cedarcrest.edu)  
<https://www.cedarcrest.edu/title-ix/>

For a complete directory of the Title IX Team please visit our [website](https://www.cedarcrest.edu/title-ix/): <https://www.cedarcrest.edu/title-ix/>. Collectively, these individuals are responsible for providing comprehensive nondiscrimination education and training; coordinating Cedar Crest College's timely, thorough, and fair response, investigation, and resolution of all alleged prohibited conduct under this Policy; and monitoring the effectiveness of this Policy and related procedures to ensure an education and employment environment free from discrimination, harassment, and retaliation.

Cedar Crest College recognizes that allegations under this Policy may include multiple forms of discrimination and harassment as well as violations of other Cedar Crest College policies; may involve various combinations of students, employees, and other members of the Cedar Crest College

community; and may require the simultaneous attention of multiple Cedar Crest College departments. Accordingly, all Cedar Crest College departments will share information, combine efforts, and otherwise collaborate, to the maximum extent permitted by law and consistent with other applicable Cedar Crest College policies, to provide uniform, consistent, efficient, and effective responses to alleged discrimination, harassment, or retaliation.

### **External Contact Information**

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

Office for Civil Rights (OCR)  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-1100  
Customer Service Hotline #: (800) 421-3481  
Facsimile: (202) 453-6012  
TDD#: (877) 521-2172  
Email: [OCR@ed.gov](mailto:OCR@ed.gov)  
Web: <http://www.ed.gov/ocr>

The Office of Civil Rights for Pennsylvania is located at:

Philadelphia Office  
Office of Civil Rights  
U.S. Department of Education  
100 Penn Square East, Suite 515  
Philadelphia, PA 19107-3323  
Phone: 215-656-8541  
Facsimile: 215-656-8605  
TDD#: 800-877-8339  
Email: [OCR.Philadelphia@ed.gov](mailto:OCR.Philadelphia@ed.gov)

### **MANDATED REPORTING AND CONFIDENTIAL EMPLOYEES**

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

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

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

The following sections describe Cedar Crest College's reporting options for a Complainant or third party (including parents/guardians when appropriate):

### **Confidential Employees**

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

There are three categories of Confidential Employees: 1) Those with confidentiality bestowed by law or professional ethics, such as lawyers, medical professionals, clergy, and counselors; 2) Those whom Cedar Crest College has specifically designated as confidential for purposes of providing support and resources to the Complainant; and 3) Those conducting human subjects research as part of a study approved by Cedar Crest College's Institutional Review Board (IRB). For those in category 1), above, to be able to respect confidentiality, they must be in a confidential relationship with the person reporting, such that they are within the scope of their licensure, professional ethics, or confidential role at the time of receiving the Notice. These individuals will maintain confidentiality except in extreme cases of immediacy of threat or danger or abuse of a minor, elder, or individual with a disability, or when required to disclose by law or court order.

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

#### Confidential Employees

- Health Services Staff, Curtis Hall, Rm 106, 610-606-4640 (eligible students only)

#### Confidential and Privileged Employees

- TELUS Health, 24/7 via the web and mobile app (all enrolled students)
- Counseling Services Staff, Curtis Hall, Rm 106, 610-606-4640 (eligible students only)

Employees who have confidentiality as described above, and who receive Notice within the scope of their confidential roles will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client, patient, or parishioner. Employees who are classified as Confidential and Privileged as described above will not report anonymous statistical information to the college unless asked to do so by the Reporting Party.

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

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

In addition, Complainants may speak with individuals unaffiliated with Cedar Crest College without concern that Policy will require them to disclose information to the institution without permission:

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

## JURISDICTION

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

This Policy may also apply to the effects of off-campus misconduct that limit or deny a person's access to Cedar Crest College's education program or activities. Cedar Crest College may also extend jurisdiction to off-campus and/or to online conduct when the conduct affects a substantial Cedar Crest College interest.

A substantial Recipient interest includes:

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

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

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

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator or

designee can assist the Complainant in contacting the appropriate individual at that institution, as it may be possible to pursue action under that institution's policies.

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

### SUPPORTIVE MEASURES

Cedar Crest College will offer and implement appropriate and reasonable supportive measures to the Parties upon Notice of alleged discrimination, harassment, and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered, without fee or charge to the Parties, to restore or preserve access to the Cedar Crest College's education program or activity, including measures designed to protect the safety of all Parties and/or the Cedar Crest College's educational environment and/or to deter discrimination, harassment, and/or retaliation.

The Title IX Coordinator or designee promptly makes supportive measures available to the Parties upon receiving Notice/Knowledge or a Complaint. At the time that supportive measures are offered, if a Complaint has not been filed, Cedar Crest College will inform the Complainant, in writing, that they may file a Complaint with Cedar Crest College either at that time or in the future. The Title IX Coordinator or designee will work with a party to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

Cedar Crest College will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the Cedar Crest College's ability to provide those supportive measures. Cedar Crest College will act to ensure as minimal an academic/occupational impact on the Parties as possible. Cedar Crest College will implement measures in a way that does not unreasonably burden any party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to community-based service providers
- Visa and immigration assistance
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation assistance

- Implementing contact limitations (no contact orders) between the Parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass, Persona Non Grata (PNG) orders
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

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

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

#### ONLINE HARASSMENT AND MISCONDUCT

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

Although Cedar Crest College may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to Cedar Crest College, it will engage in a variety of means to address and mitigate the effects. These means may include use of the Resolution Process to address off-campus conduct whose effects contribute to limiting or denying a person access to Recipient's education program or activity.

#### INCLUSION RELATED TO GENDER IDENTITY/EXPRESSION

Cedar Crest College strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their gender identity or expression, including intersex, nonbinary, transgender, agender, two-spirit, and gender-diverse students and employees.

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



In upholding the principles of equity and inclusion, Cedar Crest College supports the full integration and healthy development of those who are transgender, transitioning, nonbinary, or gender-diverse, and seeks to eliminate any stigma related to gender identity and expression.

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

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

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

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

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

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

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

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

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

## PROHIBITED CONDUCT

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

The sections below describe the specific forms of legally prohibited discrimination, harassment, and retaliation that are also prohibited under Cedar Crest College Policy. When speech or conduct is protected by academic freedom and/or the First Amendment, it will not be considered a violation of Cedar Crest College Policy, though supportive measures will be offered to those impacted.

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

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

Violation of any other Cedar Crest College policies may constitute discrimination or harassment when motivated by actual or perceived protected characteristic(s), and the result is a limitation or denial of employment or educational access, benefits, or opportunities.

### **Discrimination**

Discrimination is different treatment with respect to an individual's employment or participation in an education program or activity based, in whole or in part, upon the individual's actual or perceived protected characteristic. Discrimination also includes allegations of a failure to provide reasonable accommodations as required by law or policy, such as for disability, religion, or creed.

Discrimination can take two primary forms:

#### Disparate Treatment Discrimination:

Any intentional differential treatment of a person or persons that is based on an individual's actual or perceived protected characteristic and that:

- Excludes an individual from participation in;
- Denies the individual benefits of; or
- Otherwise adversely affects a term or condition of an individual's participation in a Cedar Crest College program or activity.

Disparate Impact Discrimination:

Disparate impact occurs when policies or practices that appear to be neutral unintentionally result in a disproportionate impact on a protected group or person that:

- Excludes an individual from participation in;
- Denies the individual benefits of; or
- Otherwise adversely affects a term or condition of an individual's participation in a Cedar Crest College program or activity.

A. Discriminatory Harassment

- unwelcome conduct on the basis of actual or perceived protected characteristic(s), that
- based on the totality of the circumstances,
- is subjectively and objectively offensive, and
- is so severe or pervasive,
- that it limits or denies a person's ability to participate in or benefit from the Cedar Crest College's education program or activity

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

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

Quid pro quo:

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

Hostile Environment Harassment:

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

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

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

**Sexual Assault:** An offense that meets the definition of rape, fondling, incest, or statutory rape.

**Rape:** the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without consent of the victim.

**Fondling:** the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

**Incest:** sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Pennsylvania law.

**Statutory Rape:** sexual intercourse with a person who is under the statutory age of consent in Pennsylvania.

**Dating Violence:** violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

The existence of such a relationship shall be determined based on the Reporting Party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

For the purpose of this definition;

Dating Violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

**Domestic Violence:** Felony or misdemeanor crimes of violence committed

- is a current or former spouse or intimate partner of the Reporting Party
- is cohabitating with, or has cohabitated with, the Reporting Party as a spouse or intimate partner;
- shares a child in common with the Reporting Party; or
- commits acts against a youth or adult Reporting Party who is protected from those acts under the family or domestic violence laws of Pennsylvania.
- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred

**Stalking:** engaging in a course of conduct directed at a specific person that would cause a reasonable person to

- fear for the person's safety or the safety of others,
- suffer substantial emotional distress.
- For the purpose of this definition:

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

### **Sanction Ranges**

- The range of sanctions for sex discrimination is warning through expulsion /termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Quid Pro Quo harassment is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Hostile Environment harassment is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Rape is suspension through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Sexual Assault with an Object is suspension through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Sodomy is suspension through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Fondling is warning through suspension (termination for employees). Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Incest is warning through probation. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Statutory Rape is warning through expulsion (termination for employees). Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Stalking is probation through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Dating/Domestic Violence is probation through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.

- The range of sanctions for Sexual Exploitation is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.
- The range of sanctions for Retaliation is warning through expulsion/termination. Sanctions can be assigned outside this range based on aggravating or mitigating circumstances, or the cumulative conduct record of the Respondent.

### **Sexual Exploitation:**

- an individual taking non-consensual or abusive sexual advantage of another, that does not constitute Sex-based Harassment as defined above.
- for their own benefit or for the benefit of anyone other than the person being exploited.

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

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

## C. Other Prohibited Conduct

### Retaliation:

- Adverse action, including intimidation, threats, coercion, or discrimination,
- against any person,
- by Cedar Crest College, a student, employee, or a person authorized by Cedar Crest College to provide aid, benefit, or service under the Cedar Crest College's education program or activity,
- for the purpose of interfering with any right or privilege secured by law or Policy, or
- because the person has engaged in protected activity, including reporting information, making a Complaint, testifying, assisting, or participating or refusing to participate in any manner in an investigation or Resolution Process under the Sexual Misconduct Policy and Procedures, including an Informal Resolution process, or in any other appropriate steps taken by Cedar Crest College to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

The exercise of rights protected under the First Amendment does not constitute retaliation. It is also not retaliation for Cedar Crest College to pursue Policy violations against those who make materially false statements in bad faith in the course of a resolution under the Sexual Misconduct Policy.

However, the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

### Unauthorized Disclosure:

- Distributing or otherwise publicizing materials created or produced during an investigation or Resolution Process except as required by law or as expressly permitted by Cedar Crest College; or
- publicly disclosing a party's personally identifiable information without authorization or consent.

### Failure to Comply/Process Interference

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

Sanctions for the above-listed Civil Rights Offenses range from warning through expulsion/termination.

#### D. Consent, Force, and Incapacitation

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

##### **Consent**

Consent is defined as:

- knowing, and
- voluntary, and
- clear permission
- by word or action

to engage in sexual activity.

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

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

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

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

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

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

Proof of consent or non-consent is not a burden placed on either party involved in a Complaint. Instead, the burden remains on Cedar Crest College to determine whether its Policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged



misconduct occurred and any similar and previous patterns that may be evidenced.

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

### **Force**

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

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

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

### **Incapacitation**

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

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

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

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

## **E. Unethical Relationships**

The College prohibits relationships, whether consensual or nonconsensual, between individuals where there is a power differential, and the possibility of favoritism or abuse exists or where one of the individuals is in a position to make decisions that may affect the career or academic experience of the other. Should such a relationship develop, the individuals involved are required to disclose the relationship to the Title IX Coordinator so that any real or perceived inequities, favoritism or other

such power differential can be addressed and minimized or eliminated.

### STANDARD OF PROOF

Cedar Crest College uses the preponderance of the evidence standard of proof when determining whether a Policy violation occurred. This means that Cedar Crest College will decide whether it is more likely than not/highly likely, based upon the available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s).

### REPORTS/COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND/OR RETALIATION

A Report provides notice to Cedar Crest College of an allegation or concern about discrimination, harassment, or retaliation and provides an opportunity for the Title IX Coordinator or designee to provide information, resources, and supportive measures. A Complaint provides notice to Cedar Crest College that the Complainant would like to initiate an investigation or other appropriate resolution procedures. A Complainant or individual may initially make a report and may decide at a later time to make a Complaint. Reports or Complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

- 1) File a Complaint with, or give verbal Notice directly to, the Title IX Coordinator or to any member of the Title IX Team. Such a Complaint may be made at any time (including during non-business hours) by using the telephone number, email address, or by mail to the office of the Title IX Coordinator or any other Title IX Team member listed in this Policy.
- 2) Submit online Notice at by clicking [here](#). Anonymous Notice is accepted, but the Notice may give rise to a need to try to determine the Parties' identities. Anonymous Notice typically limits Cedar Crest College's ability to investigate, respond, and provide remedies, depending on what information is shared. Measures intended to protect the community or redress or mitigate harm may be enacted. It also may not be possible to provide supportive measures to Complainants who are the subject of anonymous Notice.

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

You have the option to report Title IX incidents anytime by using this [form](#). You can also report Bias incident anytime using this [form](#).

### TIME LIMITS ON REPORTING

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

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

### FALSE ALLEGATIONS AND EVIDENCE

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

Additionally, witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or resolution process can be subject to discipline under appropriate Cedar Crest College policies.

### CONFIDENTIALITY/PRIVACY

Cedar Crest College makes every effort to preserve the Parties' privacy. Cedar Crest College will not share the identity of any individual who has made a Complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of discrimination, harassment, or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures. Additional information regarding confidentiality and privacy can be found in [Appendix E](#) on our website.

### Unauthorized Disclosure of Information

Parties and Advisors are prohibited from unauthorized disclosure of information obtained by Cedar Crest College through the Resolution Process, to the extent that information is the work product of Cedar Crest College (meaning it has been produced, compiled, or written by Cedar Crest College for purposes of its investigation and resolution of a Complaint). It is also a violation of Cedar Crest College Policy to publicly disclose work product or a party's personally identifiable information without authorization or consent. Violation of this Policy is subject to significant sanctions.

### EMERGENCY REMOVAL/INTERIM ACTIONS/LEAVES

Cedar Crest College can act to remove a student Respondent accused of Sex Discrimination or Sex-based Harassment from its education program or activities, partially or entirely, on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator and may be done in conjunction with the Care Team using its standard objective violence risk assessment procedures. Employees are subject to existing procedures for interim actions and leaves.

### FEDERAL TIMELY WARNING OBLIGATIONS

Cedar Crest College must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the Cedar Crest College community.

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

### AMNESTY

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

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

To encourage reporting and participation in the process, Cedar Crest College maintains a Policy of offering Parties and witnesses amnesty from minor policy violations, such as underage alcohol consumption or the use of illicit drugs, related to the incident. Granting amnesty is a discretionary decision made by Cedar Crest College, and amnesty does not apply to more serious allegations, such as physical abuse of another or illicit drug distribution.

### PRESERVATION OF EVIDENCE

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

#### Sexual Assault

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

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

- Evidence in the form of text and voice messages will be lost in most cases if the Complainant changes their phone number.
- Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
- Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email and social media correspondence, including notifications related to

- account access alerts.
- Take timestamped photographs of any physical evidence, including notes, gifts, etc., in place when possible.
- Save copies of any messages, including those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

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

## RESOLUTION PROCESS

Cedar Crest College will act on any Notice, Complaint, or Knowledge of a potential violation of the Sexual Misconduct Policy (“the Policy”) that is received by the Title IX Coordinator or designee or any other Mandated Reporter by applying the Resolution Process below.

The procedures below apply to all allegations of discrimination on the basis of an actual or perceived protected characteristic, harassment, retaliation, or Other Prohibited Conduct as involving students, staff, administrators, faculty members, or third parties.

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

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

- Assessing whether the reported conduct may reasonably constitute a violation of the Policy.
- If the conduct may not reasonably constitute a violation of the Policy, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. It may then be referred to another process, if applicable.
- Determining whether Cedar Crest College has jurisdiction over the reported conduct, as defined in the Policy.

If the conduct is not within Cedar Crest College jurisdiction, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. If applicable, the conduct will be referred to the appropriate Cedar Crest College office for resolution.

- Offering and coordinating supportive measures for the Complainant.
- Offering and coordinating supportive measures for the Respondent, as applicable.
- Notifying the Complainant, or the person who reported the allegation(s), of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below.
- Determining whether the Complainant wishes to make a Complaint.

- Notifying the Respondent of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below, if a Complaint is made.

If the Complainant indicates they wish to initiate a Complaint (in a manner that can reasonably be construed as reflecting intent to make a Complaint), the Title IX Coordinator or designee will help to facilitate the Complaint, which will include:

- Working with the Complainant to determine whether the Complainant wishes to pursue one of three resolution options:
- a supportive and remedial response, and/or
- Informal Resolution, or
- the Resolution Process described below.

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

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

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

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

### **Title IX Coordinator Authority to Initiate a Complaint**

If the Complainant does not wish to file a Complaint, the Title IX Coordinator or designee, who has ultimate discretion as to whether a Complaint is initiated, will offer supportive measures and determine whether to initiate a Complaint themselves. To make this determination, the Title IX Coordinator or designee will evaluate that request to determine if there is a serious and imminent threat to someone's safety or if Cedar Crest College cannot ensure equal access without initiating a Complaint. The Title IX Coordinator or designee will consider the following non-exhaustive factors to determine whether to file a Complaint:

- The Complainant's request not to proceed with initiation of a Complaint;
- The Complainant's reasonable safety concerns regarding initiation of a Complaint;
- The risk that additional acts of discrimination would occur if a Complaint is not initiated;
- The severity of the alleged discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the Parties, including whether the Respondent is a Cedar Crest College employee;
- The scope of the alleged discrimination, including information suggesting a pattern, ongoing discrimination, or discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a Decision-maker in determining whether discrimination occurred;
- Whether Cedar Crest College could end the alleged discrimination and prevent its recurrence without initiating its resolution process.

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

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

### **Dismissal of Complaint**

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

- 1) Cedar Crest College is unable to identify the Respondent after taking reasonable steps to do so
- 2) Cedar Crest College no longer enrolls or employs the Respondent
- 3) A Complainant voluntarily withdraws any or all of the allegations in the Complaint, and the Title IX Coordinator or designee declines to initiate a Complaint
- 4) Cedar Crest College determines the conduct alleged in the Complaint would not constitute a Policy violation, if proven

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

Upon any dismissal, Cedar Crest College will promptly send the Complainant written notification of the dismissal and the rationale for doing so. If the dismissal occurs after the Respondent has been made aware of the allegations, Cedar Crest College will also notify the Respondent of the dismissal.

This dismissal decision is appealable by any party.

### **Appeal of Dismissal**

The Complainant may appeal a dismissal of their Complaint. The Respondent may also appeal the dismissal of the Complaint if dismissal occurs after the Respondent has been made aware of the allegations. All dismissal appeal requests must be filed within three (3) business days of the notification of the dismissal.

The Title IX Coordinator or designee will notify the Parties of any appeal of the dismissal. If, however, the Complainant appeals, but the Respondent was not notified of the Complaint, the Title IX

Coordinator or designee must then provide the Respondent with a NOIA and will notify the Respondent of the Complainant's appeal with an opportunity to respond.

Throughout the dismissal appeal process, Cedar Crest College will:

- 1) Implement dismissal appeal procedures equally for the Parties;
- 2) Assign a trained Decision Maker who did not take part in an investigation of the allegations or dismissal of the Complaint;
- 3) Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal; and
- 4) Notify the Parties of the result of the appeal and the rationale for the result.

The grounds for dismissal appeals are limited to:

- 1) Procedural irregularity that would change the outcome;
- 2) New evidence that would change the outcome and that was not reasonably available when the dismissal was decided;
- 3) The Title IX Coordinator or designee, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that would change the outcome.
- 4) The dismissal was erroneously granted or denied

Upon receipt of a dismissal appeal in writing from one or more Parties, the Title IX Coordinator or designee will share the petition with the other party and provide three (3) business days for other Parties to respond to the request. The appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. This appeal will be provided in writing to the other Parties, and the Title IX Coordinator or designee, who will be invited to respond in writing. At the conclusion of the response period, the Title IX Coordinator or designee will forward the appeal, as well as any response provided by the other Parties to the Decision Maker for consideration.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Decision Maker, and the Parties, their Advisors, and the Title IX Coordinator or designee will be notified in writing of the denial and the rationale.

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

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Decision Maker has seven (7) business days to review and decide on the appeal, though extensions can be granted at the discretion of the Title IX Coordinator or designee, and the Parties will be notified of any extension.

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



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

### **Emergency Removal/Interim Suspension of a Student**

Cedar Crest College may emergency remove a student accused of Sex Discrimination or Sex-based Harassment upon receipt of Notice/Knowledge, a Complaint, or at any time during the resolution process. Prior to an emergency removal, Cedar Crest College will conduct an individualized risk assessment and may remove the student if that assessment determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies such action. Students accused of other forms of discrimination (not sex) are subject to interim suspension, which can be imposed for safety reasons.

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

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal or interim suspension is appropriate, should be modified, or lifted. When this meeting is not requested within two (2) business days, objections to the emergency removal or interim suspension will be deemed waived. A student can later request a meeting to show why they are no longer an imminent and serious threat because conditions related to imminence or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator or designee determines it is equitable to do so. The Respondent may provide information, including expert reports, witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to the Title IX Coordinator or designee for review. An emergency removal or interim suspension may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Title IX Coordinator or designee will communicate the final decision in writing, typically within three (3) business days of the review meeting.

### **NOTICE OF INVESTIGATION AND ALLEGATIONS**

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

The NOIA typically includes:

- A meaningful summary of all allegations
- The identity of the involved Parties (if known)
- The precise misconduct being alleged

- The date and location of the alleged incident(s) (if known)
- The specific policies/offenses implicated
- A description of, link to, or copy of the applicable procedures
- A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence
- The name(s) of the Investigator(s), along with a process to identify to the Title IX Coordinator or designee, in advance of the interview process, any conflict of interest that the Investigator(s) may have
- A statement that Cedar Crest College presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
- A statement that determinations of responsibility are made at the conclusion of the process and that the Parties will be given an opportunity during the review and comment period to inspect and review all relevant evidence
- A statement that retaliation is prohibited
- Information about the confidentiality of the process, including that the Parties and their Advisors (if applicable) may not share Cedar Crest College work product obtained through the Resolution Process
- A statement that the Parties may have an Advisor of their choice who may accompany them through all steps of the Resolution Process
- A statement informing the Parties that Cedar Crest College's Policy prohibits knowingly making false statements, including knowingly submitting false information during the Resolution Process
- Detail on how a party may request disability accommodations during the Resolution Process
- A link to Cedar Crest College's VAWA Brochure
- An instruction to preserve any evidence that is directly related to the allegations

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

### **Resolution Timeline**

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

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

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

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

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

Cedar Crest College will make a good faith effort to complete the Resolution Process as promptly as circumstances permit and will communicate regularly with the Parties to update them on the progress and timing of the process.

## INVESTIGATION

All investigations are adequate, thorough, reliable, impartial, prompt, and fair. They involve interviews with all relevant Parties and witnesses, obtaining relevant evidence, and identifying sources of expert information, as necessary.

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

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

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

- Determine the identity and contact information of the Complainant.
- Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all specific policies implicated.
- Assist the Title IX Coordinator or designee, if needed, with conducting a prompt initial evaluation to determine if the allegations indicate a potential Policy violation.
- Work with the Title IX Coordinator or designee, as necessary, to prepare the initial Notice of Investigation and Allegations (NOIA). The NOIA may be amended with any additional or dismissed allegations.
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the Parties and witnesses.

- When participation of a party is expected, provide that party with written notification of the date, time, and location of the meeting, as well as the expected participants and purpose.
- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible.
- Interview the Complainant and the Respondent and conduct follow-up interviews with each, as necessary.
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary.
- Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript or recording) of the relevant evidence/testimony from their respective interviews and meetings.
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of another party and/or witnesses. Document in the investigation report which questions were asked, with a rationale for any changes or omissions.
- Where possible, complete the investigation promptly and without unreasonable deviation from the intended timeline.
- Provide the Parties with regular status updates throughout the investigation.
- Prior to the conclusion of the investigation, provide the Parties and their respective Advisors with a list of witnesses whose information will be used to render a finding.
- Ask the Parties to provide a list of questions they would like asked of the other party or any witnesses. The Investigator will ask those questions deemed relevant, and for any question deemed not relevant, will provide a rationale for not asking the question.
- Write a draft investigation report that gathers, assesses, and synthesizes the evidence, accurately summarizes the investigation, and party and witness interviews, and provides all relevant evidence.
- Provide the Parties and their respective Advisors an electronic copy of the draft investigation report as well as an opportunity to inspect and review all relevant evidence obtained as part of the investigation for a review and comment period of ten (10) business days so that each party may meaningfully respond to the evidence. The Parties may elect to waive all or part of the review period.
- The Investigator may share the investigation report with the Title IX Coordinator or designee and/or legal counsel for their review and feedback.

## **Resolution Process Overview**

This Resolution Process, consisting of Informal Resolution, or Administrative Resolution, or Hearing Resolution, is Cedar Crest College's chosen approach to addressing all forms of discrimination on the basis of protected characteristics, harassment, and retaliation. The process considers the Parties' preferences but is ultimately determined at the Title IX Coordinator or designee's discretion.

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

### **A. Informal Resolution**

To initiate Informal Resolution, a Complainant or Respondent may make such a request to the Title IX Coordinator or designee at any time prior to a final determination, or the Title IX Coordinator or

designee may offer the option to the Parties, in writing. Cedar Crest College will obtain voluntary, written confirmation that all Parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the Parties to participate in Informal Resolution.

Before initiation of an Informal Resolution process, Cedar Crest College will provide the Parties with a NOIA that explains:

- The allegations;
- The requirements of the Informal Resolution process;
- That, prior to agreeing to a resolution, any party has the right to withdraw from the Informal Resolution process and to initiate or resume Cedar Crest College's Resolution Process;
- That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the resolution process arising from the same allegations;
- The potential terms that may be requested or offered in an Informal Resolution agreement, including notification that an Informal Resolution agreement is binding only on the Parties; and
- What information Cedar Crest College will maintain, and whether and how it could disclose such information for use in its Resolution Process.

Cedar Crest College offers four categories of Informal Resolution:

- 1) Supportive Resolution. When the Title IX Coordinator or designee can resolve the matter informally by providing supportive measures (only) designed to remedy the situation.
- 2) Educational Conversation. When the Title IX Coordinator or designee can resolve the matter informally by having a conversation with the Respondent to discuss the Complainant's concerns and institutional expectations or can accompany the Complainant in their desire to confront the conduct.
- 3) Accepted Responsibility. When the Respondent is willing to accept responsibility for violating Policy and is willing to agree to actions that will be enforced similarly to sanctions, and the Complainant(s) and Cedar Crest College are agreeable to the resolution terms.
- 4) Alternative Resolution. When the Parties agree to resolve the matter through an alternative resolution mechanism (which could include, but is not limited to, mediation, restorative practices, facilitated dialogue, etc.), as described below.

The individual facilitating an Informal Resolution must be trained and cannot be the Investigator, Decision-maker, or Appeal Decision-maker.

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

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

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

The Title IX Coordinator or designee has the authority to determine whether Alternative Resolution is available or successful, to facilitate a resolution that is acceptable to all Parties, and/or to accept the Parties' proposed resolution, usually through their Advisors, often including terms of confidentiality, release, and non-disparagement.

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

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

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

### **Administrative Hearing Resolution Process**

The following provisions apply to a live hearing:

- Hearing Venue Options and Recordings. The live hearing may occur in person or via video technology. The Decision-maker and Parties must be able to simultaneously see and hear a party or witness while that person is speaking. Both options are considered fair and equitable. Alternative arrangements may also be made at the Title IX Coordinator or designee's discretion.
- The Parties may make a request to the Title IX Coordinator or designee that the hearing occur in person or via video technology, but they must do so at least three (3) business days prior to the hearing. The Title IX Coordinator or designee retains discretion to determine whether the hearing will occur in person or via video technology.
- All hearings will be recorded, and Parties may request a copy of the recording from the Title IX Coordinator or designee following the live hearing.
- No unauthorized recordings are permitted.
- Hearing Participants. Persons who may be present for a hearing include the Decision-maker(s), hearing facilitator, Investigator(s), the Parties and their Advisors, anyone providing authorized

accommodations, interpretation, and/or assistive services, and anyone else deemed necessary by the Decision-maker. Witnesses are present only during their portion of the testimony.

- Advisors. The Parties may have the assistance of an Advisor of their choosing at the hearing or can request that Cedar Crest College appoint a trained Advisor for them. Appointed Advisors are not attorneys. If a party wishes to have an attorney as their Advisor, they must locate and pay for that attorney themselves.
- During the pre-hearing meeting and live hearing, Parties may only be accompanied by their Advisor. No other persons (e.g., additional support persons, advisors, friends, family) may accompany, attend, or listen in on the hearing unless explicitly authorized by the Title IX Coordinator or designee, with each party being provided the same opportunity.
- Parties and Advisors are permitted to have their phones and a laptop or tablet, but these should only be used during the hearing in a matter consistent with Policy.
- All questions during the hearing will be asked by the Decision-maker. Parties and Advisors may suggest questions to be posed by the Decision-maker during the pre-hearing meetings or by submission of written questions during the hearing. The method of submitting questions to the Decision-maker will be specified by the Decision-maker during the pre-hearing meetings.
- Impact Statements. Each party may submit an impact and/or mitigation statement to the Title IX Coordinator or designee that the Decision-maker will review during any sanction determination.
- Upon receipt of an impact and/or mitigation statement, the Title IX Coordinator or designee will review the impact/mitigation statement to determine whether any immediate needs exist.
- The Title IX Coordinator or designee will only provide the impact statements to the Decision-maker if the Decision-maker determines that the Policy has been violated. When the Title IX Coordinator or designee shares the impact statements with the Decision-maker, they will also be shared with the Parties.
- Disability Accommodations and Other Assistance. Parties should contact the Title IX Coordinator or designee at least three (3) business days prior to the hearing to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing, if possible.
- Conflicts of Interest or Bias. The Decision-maker must not have a bias for or against complainants or respondents generally or the individual Complainant or Respondent in particular.
- The Decision-maker must recuse themselves if such bias or conflict of interest exists.
- If the Decision-maker believes there is possible conflict of interest or bias, they will consult with the Title IX Coordinator or designee about possible recusal or removal.
- The Parties may raise challenges that the Decision-maker is biased or has a conflict of interest. The Parties must raise challenges with the Title IX Coordinator or designee within two (2) business days of receiving the hearing notice.
- The Title IX Coordinator or designee will only remove and replace a Decision-maker in situations of demonstrated bias or conflicts of interest. Perceptions of bias or conflict are not sufficient to cause removal.
- If a Decision-maker recuses themselves as the result of a conflict of interest or bias, or is removed, the Title IX Coordinator or designee will promptly appoint a new Decision-maker who does not have a conflict of interest or bias and notify the Parties accordingly.
- Evidence Provided to Decision-maker and Parties.

- The Decision-maker will be provided electronic copies of the Final Investigation Report and all relevant but not impermissible evidence, including the names of all Parties, witnesses, and Advisors, at least seven (7) business days in advance of the hearing.
- The Parties will be provided with electronic copies of all the materials provided to the Decision-maker as part of the hearing notice, unless those materials have already been provided.

## **Hearing Notice**

The Title IX Coordinator or designee will send the Parties a Notice of Hearing with sufficient time for the Parties to prepare for the hearing, typically at least seven (7) business days prior to the hearing. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered. The hearing notice includes:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable hearing procedures, and a statement of the potential sanctions/responsive actions that could result.
- The time, date, and location of the hearing.
- A description of any technology that will be used to facilitate the hearing.
- Relevant information regarding hearing logistics, pre-hearing meetings, the Final Investigation Report, the Parties and witnesses participating in the hearing, the identity of the Decision-maker, details related to questioning, the role of Advisors, impact/mitigation statements, and how to request disability accommodations or other assistance.

## **Witness Participation**

Student witnesses are encouraged to participate in, and make themselves reasonably available for, the hearing. Employee witnesses are expected to participate in, and make themselves reasonably available for, the hearing. Witnesses may participate in-person or via video technology that allows the Decision-maker and the Parties to see and hear the witness while that person is speaking. Witnesses are not permitted to be accompanied by an advisor without express permission of the Title IX Coordinator or designee. At the discretion of the Decision-maker, a witness may join by phone if no other reasonable alternative is available.

If any party or witness does not appear at the scheduled hearing, the hearing may be held in their absence. For compelling reasons, the Title IX Coordinator or designee may reschedule the hearing.

Hearings for possible violations that occur near or after the end of an academic term (assuming the Respondent is still subject to this Policy) and are unable to be resolved prior to the end of term will typically be held immediately after the end of the term, including during the summer, as needed, to meet Cedar Crest College's resolution timeline and ensure a prompt resolution. Employees, including Parties and witnesses, who do not have 12-month contracts are still expected to participate in Resolution Processes that occur during months between contracts.

The Title IX Coordinator or designee will notify all witnesses of their requested participation in the hearing at least five (5) business days prior to the hearing. Witnesses will be present for the hearing only during their testimony.



Any witness scheduled to participate in the hearing must have been first interviewed by the Investigator(s), unless:

- All Parties and the Decision-maker assent to the new witness's participation in the hearing without remanding the complaint back to the investigator, and
- The Decision-maker deems the evidence presented by the new witness to be relevant, not impermissible, and not information already established in the record, and
- The witness's late involvement was not the result of bad faith by the witness, the Parties, or others.

If the above criteria are not met, but the witness's evidence is deemed relevant, not impermissible, and not duplicative, the Decision-maker may, at their discretion, engage in any of the following actions:

- Delay the hearing.
- Provide the Parties at least five (5) business days to review the relevant portions of the new witness's statements, if such statements are submitted.
- Remand the Complaint back to the Investigator for further investigation or verification.
- Allow the Parties to review and comment on the testimony of the new witness.

If the evidence is deemed not relevant or impermissible, the Decision-maker may proceed with the hearing absent the new witness's participation.

### **Pre-Hearing Meetings**

The Decision-maker will offer to convene a pre-hearing meeting(s) with the Parties and their Advisors and invite them to submit the questions or topics they wish to ask or discuss at the hearing. This allows the Decision-maker to consider their relevance ahead of time to avoid any improper evidentiary introduction in the hearing or to provide recommendations for more appropriate phrasing.

However, this advance review opportunity does not preclude the Parties from submitting a question at the hearing for the first time or asking for a reconsideration on a Decision-maker's pre-hearing decision based on any new information or testimony offered at the hearing. The Decision-maker will document and share their rationale for any evidence or question exclusion or inclusion, if any, at a pre-hearing meeting with each party.

The Decision-maker will work with the Parties to finalize a witness list for the hearing, and the Title IX Coordinator or designee will notify any witnesses of the hearing's logistics. The Decision-maker, only with the agreement of all Parties, may decide in advance of the hearing that certain witnesses do not need to be present if their testimony can be adequately summarized by the Investigator(s) in the Final Investigation Report or during the hearing, and their presence is not essential to assess their credibility. Pre-hearing meeting(s) will not be recorded. The pre-hearing meetings will typically be conducted as separate meetings with each party/Advisor, and can be done remotely, or as a written communication exchange. The Decision-maker will work with the Parties to establish the format and timing of the meetings and will circulate a summary of any rulings made to ensure all Parties and Advisors are aware.

### **Hearing Procedures**

#### **Evidentiary Considerations**

The Parties must provide all evidence to the Investigator(s) prior to completing the Final Investigation

Report. Evidence offered after that time will be evaluated by the Decision-maker for relevance. If deemed relevant and not impermissible, the Parties and Decision-maker must agree to admit it into the record. If the evidence is deemed not relevant or impermissible, the Decision-maker may proceed with the hearing absent the new evidence.

The new relevant evidence will be admitted to the record if:

- All Parties and the Decision-maker assent to the new evidence being included in the hearing without remanding the Complaint back to the investigator, and
- The evidence is not duplicative of evidence already in the record, and
- It is not impermissible, and
- The new evidence was either not reasonably available prior to the conclusion of the Final Investigation Report, or the failure to provide it in a timely manner was not the result of bad faith by the Parties, witnesses, or others

If the above criteria are not met, but the evidence is deemed materially relevant and not duplicative, the Decision-maker may, at their discretion, engage in any of the following actions:

- Delay the hearing.
- Provide the Parties with at least five (5) business days to review the relevant evidence.
- Remand the Complaint back to the Investigator for further investigation or analysis.
- Allow the Parties to review and comment on the new evidence.

If the evidence is deemed not relevant or impermissible, the Decision-maker may proceed with the hearing without allowing the new evidence.

### **Introductions and Hearing Procedure Explanation**

The Decision-maker will explain the hearing procedures and introduce the participants. The Decision-maker will answer any procedural questions prior to and as they arise throughout the hearing.

### **Investigator Presentation of Final Investigation Report**

The Investigator(s) will present a summary of the Final Investigation Report, including a review of the facts that are contested and those that are not. The Investigator may be questioned first by the Decision-maker and then by the Parties. The Investigator may attend the duration of the hearing or be excused after their testimony at the Decision-maker's discretion.

### **Testimony and Questioning**

The Parties and witnesses may provide relevant information in turn, beginning with the Complainant's opening statement, then the Respondent's, and then questioning in the order determined by the Decision-maker. The Decision-maker will facilitate questioning of the Parties and witnesses first by the Decision-maker and then by the Parties through the Decision-maker.

All questions must be directed toward and asked through the Decision-maker and are subject to a relevance determination before they are asked. The Decision-maker will determine the method by which the Parties will submit their questions to the Decision-maker for their review and, if approved, to be posed. Questions that the Parties wish to have posed can be questions for that party themselves, another party, or witnesses.

The Decision-maker will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

The Decision-maker will limit or disallow questions they deem not appropriate on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), seek or pertain to impermissible evidence, or are abusive. The Decision-maker has final say on all questions and determinations of relevance and appropriateness. The Decision-maker may consult with legal counsel on any questions of admissibility.

The Decision-maker then poses the questions deemed relevant, not impermissible, and appropriate to the party and/or witness.

If the Parties raise an issue of bias or conflict of interest of an Investigator or Decision-maker at the hearing, the Decision-maker may elect to address those issues, consult with legal counsel, refer them to the Title IX Coordinator or designee, and/or preserve them for appeal. If bias is not an issue at the hearing, the Decision-maker should not permit irrelevant questions that probe for Investigator bias.

The Decision-maker will allow witnesses who have relevant and not impermissible information to appear at a portion of the hearing to respond to specific questions from the Decision-maker and the Parties, and the witnesses will then be excused.

### **Refusal to Submit to Questioning and Inferences**

Any party or student witness may choose not to offer evidence and/or answer questions at the hearing, either because they do not attend the hearing, or because they attend but refuse to participate in some or all questioning. Employee witnesses are required to participate in the hearing if they are reasonably available. The Decision-maker can only rely on the available relevant and not impermissible evidence in making the ultimate determination of responsibility. The Decision-maker may not draw any inference solely from a party's or witness's absence from the hearing or refusal to answer any or all questions.

An Advisor may not be called as a witness at a hearing to testify to what their advisee has told them during their role as an Advisor unless the party being advised consents to that information being shared.

### **Hearing Recordings**

Cedar Crest College records hearings (but not deliberations) for purposes of review in the event of an appeal. No unauthorized audio or video recording of any kind is permitted during the hearing.

The Decision-maker, the Parties, their Advisors, Appeal Decision-makers, and other appropriate Cedar Crest College officials will be permitted to review the recording or review a transcript of the recording upon request to the Title IX Coordinator. No unauthorized disclosure, including sharing, copying, or distribution of the recording or transcript, is permitted.

### **Deliberation and Determination**

After closing statements from the Parties, the Decision-maker will deliberate in closed session to determine whether the Respondent is responsible for the alleged Policy violation(s) based on the

standard of proof. Deliberations are not recorded.

When there is a finding of responsibility for one or more of the allegations, the Decision-maker may then consider any previously submitted impact and/or mitigation statement(s) provided by the Parties in determining appropriate sanction(s). The Title IX Coordinator or designee will ensure that any submitted statements are exchanged between the Parties if they are viewed by the Decision-maker. Impact/mitigation statements do not influence the finding, they only potentially influence the sanctions.

The Decision-maker will then prepare and provide the Title IX Coordinator or designee with a written outcome letter detailing all findings and final determinations, the rationale(s) explaining the decision(s), the relevant and not impermissible evidence used in support of the determination(s), the evidence not relied upon in the determination(s), any credibility assessments, and any sanction(s) and rationales explaining the sanction(s).

This statement is usually five to fifteen (5-15) pages in length and is typically submitted to the Title IX Coordinator or designee within ten (10) business days from the conclusion of the hearing, unless the Title IX Coordinator or designee grants an extension. The Title IX Coordinator or designee will notify the Parties of any extension.

## SANCTIONS

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

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

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

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

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

- Reprimand: A formal statement that the conduct was unacceptable and a warning that further violation of any Cedar Crest College Policy, procedure, or directive will result in more severe sanctions/responsive actions.

- **Required Counseling:** A mandate to meet with and engage in either Cedar Crest College-sponsored or external counseling to better comprehend the misconduct and its effects.
- **Restrictions:** A student may be restricted in their activities, including, but not limited to, being restricted from locations, programs, participation in certain activities or extracurriculars, study abroad, or from holding leadership in student organizations.
- **Probation:** An official sanction for violation of institutional Policy, providing for more severe disciplinary sanctions in the event that the student is found in violation of any institutional Policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- **Suspension:** Separation from the institution, or one or more of its facilities, for a definite period of time, typically not to exceed two years, after which the student is eligible to return. Eligibility may be contingent upon satisfaction of specific conditions noted at the time of suspension, on successfully applying for readmission, or upon a general condition that the student is eligible to return if the institution determines it is appropriate to re-enroll/readmit the student. The student is typically required to vacate institutional property within 24 hours of notification of the action, though this deadline may be extended at the discretion of the Title IX Coordinator or designee or other appropriate official. During an institution-wide suspension, the student is banned from institutional property, functions, events, and activities unless they receive prior written approval from an appropriate institutional official. This sanction may be enforced with a trespass action, as necessary.
- **Expulsion:** Permanent separation from the institution. The student is banned from institutional property, and the student's presence at any institution-sponsored activity or event is prohibited. This action may be enforced with a trespass action, as necessary.
- **Withholding Diploma:** Cedar Crest College may withhold a student's diploma for a specified period of time and/or deny a student participation in commencement activities as a sanction if the student is found responsible for violating Policy.
- **Revocation of Degree:** While very rarely employed, Cedar Crest College reserves the right to revoke a degree previously awarded from Cedar Crest College for fraud, misrepresentation, and/or other violation of Cedar Crest College policies, procedures, or directives in obtaining the degree, or for other serious violations committed by a student prior to graduation.
- **Other Actions:** In addition to, or in place of, the above sanctions, Cedar Crest College may assign any other sanctions as deemed appropriate.

### **Notice of Outcome**

Within ten (10) business days of the conclusion of the Resolution Process, the Title IX Coordinator or designee provides the Parties with a written outcome notification. The outcome notification will specify the finding for each alleged Policy violation, any applicable sanctions that Cedar Crest College is permitted to share pursuant to state or federal law, and a detailed rationale, written by the Decision-maker, supporting the findings to the extent Cedar Crest College is permitted to share under federal or state law.

The notification will also detail the Parties' equal rights to appeal, the grounds for appeal, the steps to take to request an appeal, and when the determination is considered final if neither party appeals.

### **Withdrawal or Resignation Before Complaint Resolution**

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

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

When a student withdraws or leaves while the process is pending, the student may not return to Cedar Crest College in any capacity until the Complaint is resolved and any sanctions imposed are satisfied. If the student indicates they will not return, the Title IX Coordinator or designee has discretion to dismiss the Complaint. The Registrar and Office of Admissions will be notified, accordingly.

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

### **Appeal of the Determination**

The Title IX Coordinator or designee will designate a single Appeal Decision-maker chosen from the Pool, or other trained internal or external individuals, to hear the appeal. No Appeal Decision-maker(s) will have been previously involved in the Resolution Process for the Complaint, including in any supportive measure or dismissal appeal that may have been heard earlier in the process.

#### Appeal Grounds

Appeals are limited to the following grounds:

- 1) A procedural irregularity that would change the outcome
- 2) New evidence that would change the outcome and that was not reasonably available at the time the determination regarding responsibility or dismissal was made
- 3) The Title IX Coordinator or designee, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that would change the outcome
- 4) The final determination by the Decision-maker is substantially contrary to the weight of the evidence in the record (applicable to sanctions of suspension, expulsion, or termination, only)
- 5) The sanctions fall outside the range of sanctions designated for this offense, considering the cumulative conduct/disciplinary record of the Respondent (applicable to sanctions of suspension, expulsion, or termination, only)

### **Request for Appeal**

Any party may submit a written request for appeal (“Request for Appeal”) to the Title IX Coordinator or designee within five (5) business days of the delivery of the Notice of Outcome.

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

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

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

All other Parties and their Advisors, the Title IX Coordinator or designee, and, when appropriate, the Investigator(s) and/or the Decision-maker will be provided a copy of the Request for Appeal with the approved grounds and then be given five (5) business days to submit a response to the portion of the appeal that was approved and involves them. The Decision-maker will forward all responses, if any, to all Parties for review and comment.

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

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

### **Appeal Determination Process**

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

Appeal decisions are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so. All decisions are made by majority vote and apply the preponderance of the evidence.

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

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

### **Appeal Outcome**

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

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

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

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

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

### **Sanction Status During the Appeal**

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

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

### **LONG TERM REMEDIES/OTHER ACTIONS**

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, the Title IX Coordinator or designee may implement additional long-term remedies or actions with respect to the Parties and/or the Cedar Crest College community that are intended to stop the discrimination, harassment, and/or retaliation, remedy the effects, and prevent recurrence.



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

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

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

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

Cedar Crest College will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair Cedar Crest College's ability to provide these services.

#### **FAILURE TO COMPLY WITH SANCTIONS, RESPONSIVE ACTIONS, AND/OR INFORMAL RESOLUTION TERMS**

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

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

Human Resources will enforce the completion of sanctions/responsive actions of the employees.

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