

2025-2026  
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 a 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.”

## 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 submits 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 materials, 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](#).

### **Student Complaints- Out of State Residents Participating in Programs through NC-SARA**

Cedar Crest College participates 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 ( <https://www.nc-sara.org/student-complaints>) within two years of the incident that is the issue of the complaint. Anonymous complaints may not be reviewed.

## **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 a 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**

**Adviser** – 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** - Any action or situation that recklessly or intentionally 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 adviser during the hearing process. Examples of advisers include, but are not limited to, family members, friends, College staff or faculty and legal counsel. If the reporting party chooses to utilize an adviser, the name of the adviser 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 adviser 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 adviser during the hearing process. Examples of advisers 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 adviser 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, 4 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 students 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 five 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 adviser who can be a faculty member, staff member, family member, legal counsel, or fellow student from within the College. This adviser will be allowed to join the student in the hearing, however, the Responding Party is responsible for presenting their own information and adviser 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 adviser 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 five 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 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 Campus Safety 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 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 contact 610- 606-4628 or [advising@cedarcrest.edu](mailto:advising@cedarcrest.edu) to schedule a meeting, or if 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.

#### [STUDENT ACCESSIBILITY SERVICES APPEAL PROCESS](#)

We strongly encourage that you contact Student Accessibility Services staff 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 :

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, Atlanta Office  
U.S. Department of Education  
61 Forsyth St. S.W., Suite 19T10  
Atlanta, GA 30303-8927  
Telephone: 404-974-9406  
FAX: 404-974-9406; TDD: 800-877-8339  
Email: [OCR.Atlanta@ed.gov](mailto:OCR.Atlanta@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

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

- 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.
- 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.

### 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

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 and the federal Stop Campus Hazing Act laws on hazing and prohibits hazing. Hazing is defined under Pennsylvania law 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. Hazing is defined under federal law as any intentional, knowing, or reckless act committed by a person (whether individually or in concert with other persons) against another person or persons regardless of the willingness of such other person or persons to participate, that is committed in the course of an initiation into, an affiliation with, or the maintenance of membership in, a student organization and causes or creates risk, above the reasonable risk encountered in the course of participation in the institution of higher education or the organization, of physical or psychological injury. Hazing includes but is not limited to:

- Whipping, beating, striking, electronic shocking, placing of harmful substances on someone's body, or similar activity;
- Causing coercing, or otherwise inducing sleep deprivation, exposure to the elements, confinement in a small space, extreme calisthenics, or other substances;
- Causing, coercing, or otherwise inducing another person to consume food, liquid, alcohol, drugs, or other substances;
- Causing, coercing, or otherwise inducing another person to perform sexual acts;
- Any activity that places another person in reasonable fear of bodily harm through the use of threatening words or conduct;
- Any activity against another person that includes a criminal violation of local, state, or federal law; and
- Any activity that induces, causes, or requires another person to perform a duty or task that involves a criminal violation of local, state or federal law including the destruction or removal or property (theft).

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.

For purposes of this policy and in compliance with relevant law, Student Organizations means an organization at an institution of higher education (such as a club, society, association, varsity or junior varsity athletic team, club sports team, fraternity, sorority, band, or student government) in which two

or more of the members are students enrolled at the institution of higher education, whether or not the organization is established or recognized by the institution.

#### Roles and Responsibilities

- The Office of Student Success and Engagement will coordinate with the Dean of Students and related partners (for example, but not limited to: Athletics, Fraternity and Sorority Life, Student clubs and organizations) to review the hazing policy.
- These student organizations are responsible for facilitating educational hazing efforts and prevention programs.
- The Office of Student Success and Engagement will be responsible for managing reports of hazing and subsequent adjudication through the Student Code of Conduct.

#### Policy

- All acts of hazing as defined in this policy are prohibited and will be addressed and adjudicated in accordance with the procedures set forth in the Student Code of Conduct. Students found responsible for hazing are subject to suspension or expulsion. Hazing is also a criminal offense; all reports of hazing to the College will also be reported to law enforcement.
- All student organizations are responsible for ensuring that members of their organization are trained in hazing prevention.

#### Procedures, Standards, and Guidelines

- Reports of hazing should be reported through the College Student Complaint Form.
- Students that, in good faith, report hazing may be granted amnesty (defined as safe harbor I the Stop Campus Hazing Act) for possible policy violations. Students reporting, must reasonable believe they were the first person to report the hazing and to remain eligible for amnesty, a student must cooperate with College officials looking into the report of hazing. The Office of Student Success and Engagement will make the determination as to whether or not, based on the totality of the circumstances, that a student is eligible for amnesty in relation to a report of hazing.

#### Compliance and Enforcement

- All initial reports of hazing will be reviewed by the Office of Student Success and Engagement. The Office of Student Success and Engagement, in collaboration with the Dean of Students, will evaluate each report and determine next steps.
- If, after an investigation, it is determined that a student organization and/or individual student will be charged with Student Code of Conduct violations, the Office of Student Success and Engagement will following the process for Student Code of Conduct violations for adjudication of the matter.

### 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.

#### Health Records

Upon admission to the College, all students are encouraged to submit completed health records to MedicaT, the College's electronic health record system. The purpose of collecting these records is to

a) ensure that Health and Counseling Services has the information necessary to provide health care to the student, either in the office or while responding to an on-campus medical emergency and b) ensure that the College is informed of any medical condition that may pose a risk to the student or the community.

All Traditional students are required to complete and submit the following forms before their first semester of enrollment: physical exam, immunization records, medical history, and HIPPA acknowledgement. Resident students, both Traditional and SAGE, must have these required health forms on file before moving into the residence halls. Resident students who do not have health forms on file may have their ability to move into housing delayed or denied until this requirement is completed. Students may also submit copies of their health insurance cards and Consent to Treat forms in Mediat. If these are not submitted to Mediat, Health and Counseling Services may collect them during an office visit.

The health records in Mediat are protected, as applicable, by FERPA and HIPAA, and the health information provided will be used, if necessary, solely as an aid to provide healthcare. 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. Otherwise, the information provided in these health records will not be released outside of Health and Counseling Services without the student's consent.

In cases of communicable disease, the College will follow all relevant city, county, state, or federal reporting requirements for communicable diseases. All student concerns about communicable diseases should be directed to the Director of Health and Counseling Services.

### **Immunization Requirements**

All immunizations must be completed and up to date for all Traditional students and SAGE students living in the residence halls, or evidence of an approved religious or medical exemption from applicable immunization requirements must be submitted. In accordance with the Pennsylvania College and University Student Vaccination Act of 2002, students are prohibited from living in the residence halls unless they have received a one-time vaccination against meningococcal disease. All residential students must provide evidence of this vaccination in their immunization records in order to be allowed to move into their residence hall. Students may be exempt from this requirement if a) the student signs a waiver stating that they have received and reviewed information about the vaccination and has chosen not to be vaccinated for religious or other reasons against meningococcal disease or b) if the student is a minor, the student's parent or guardian signs a waiver stating that they have received and reviewed information about the vaccination and have chosen not to have the student vaccinated for religious or other reasons against meningococcal disease.

### **Health Insurance**

The College requires all full-time Traditional students, and SAGE residential students (excluding graduate assistants) 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. Students who provide evidence of an equivalent health insurance plan will have this charge removed from their bill. A description of the plan and waiver process for those who have other coverage are provided to students with admissions and enrollment materials or by Student Financial Services.

## CRESSMAN LIBRARY POLICIES

Cressman Library fosters a welcoming environment supporting a seamless shift from the physical to the virtual library and back again by providing a wide range of materials to support student learning and academic success. The Library website at [library@cedarcrest.edu](#) serves as a gateway to collections of books, databases, journals, articles, internet resources, and more. Library staff are also available virtually or in person to assist with research and resource navigation. Please visit the Library Services Desk with questions.

### Lending Services

Library materials are checked out at the Library Services Desk on the main level to the left of the entrance. A valid Cedar Crest ID is required for borrowing and must be presented at the time of checkout. Students are responsible for all items borrowed. Renewals can be requested in person, by email at [library@cedarcrest.edu](mailto:library@cedarcrest.edu), or by phone at (610) 606-4666 x3387.

Course Reserve materials are restricted to use within the Library only, unless otherwise noted.

Library Archive materials are restricted to use within the Library and may only be checked out with special permission from Library Staff.

Children's and Young Adult materials are available for check out in the #WeRead360 Library, Curtis 131.

Unauthorized removal of Library materials without checkout or Library Staff approval is a violation of the Student Code of Conduct.

### General Loan Periods

- Books - 21 days, 3 renewals
- DVDs/Media - 3 days, no renewals
- Course Reserve Materials - 2 hours in Library use, unless otherwise noted
- Games/Puzzles - unlimited in Library use

### General Overdue Policy

Cressman is a Fine Free Library! There are no fines accrued for overdue materials.

Overdue notices are sent by email once the due date has passed, and materials will be considered lost if not returned within 3 weeks of that due date. An invoice will be issued to the student's account if no communication is made. The invoice will be cleared upon the item's return.

Students will be charged a replacement fee plus a \$10 processing fee for lost or damaged items checked out to their account. Damaged items will be assessed individually. Charges may include repair or full replacement costs. If a replacement copy of a lost or damaged item is purchased, the invoice will be cleared from the student account. If a lost item is found within one year of payment or replacement, returned to the Library, and found to be in good condition, the replacement cost will be refunded.

### InterLibrary Loan

If Cressman Library does not have an item you are looking for, Library Staff may be able to get it from a neighboring Library through InterLibrary Loan (ILL)



More than one million Library items are available to Cedar Crest College students via the Lehigh Valley Association of Independent College (LVAIC) InterLibrary Loan system.

ILL requests may be made through the WorldCat Library Catalog interface located at **[cedarcrestcollegecressmanlibrary.on.worldcat.org/discovery](http://cedarcrestcollegecressmanlibrary.on.worldcat.org/discovery)** or the digital form found on the Library's website. If the material requested is available at one of the participating LVAIC libraries (Lafayette, Moravian, Muhlenberg, DeSales, Lehigh, Bethlehem Area Public Library) and the request is approved, items are shipped directly to Cressman Library and usually available for pick up within one week. Users should allow a minimum of two weeks for delivery of ILL books from outside of LVAIC.

InterLibrary Loan items are due based on the date highlighted on the strap provided; due dates vary according to the lending institution. Renewals are at the discretion of the institution and materials may be recalled back. Students must observe the due date assigned to these items or contact [library@cedarcrest.edu](mailto:library@cedarcrest.edu) if a new due date was issued through renewal.

InterLibrary loans that are lost or damaged will require an invoice from the lending library for processing and may incur a penalty of more than \$100.

### 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. Confidential Contact Person



- Residential students who are 18 years of age or older or who are emancipated minors have the option, upon moving into the residence hall, to identify a specific contact person who will be notified within 24 hours if that student has been reported missing. The identity of that contact person will remain confidential with the exception of law enforcement and staff designated to respond to missing person reports.
- For residential students under the age of 18 and not emancipated, the College is required to notify a custodial parent or guardian within 24 hours of the time a student is reported missing.

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. If a student is missing for more than 24 hours, campus police will file a missing persons report with the Allentown Police Department.
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. If the student is over 18 years old and has designated an confidential contact person, that individual will be notified.

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 REQUIREMENT

Cedar Crest College believes in the impact of the residential experience, helping to grow and shape our students. All full-time (12 credits or more) traditional undergraduate students are expected to reside in on-campus housing during the academic year through the completion of their degree, unless they are approved for a waiver to the housing requirement. This requirement does not apply to SAGE undergraduate students.

### RESIDENCY REQUIREMENT WAIVER PROCESS

Any student who wishes to request a waiver of the Cedar Crest College Residency Requirement may complete a Waiver Request Form online through My.CedarCrest (Housing & Residence Life > Forms & Handbooks > Residency Waiver). All waiver requests will be considered in accordance with Cedar Crest College's policies and procedures.

### Waiver Eligibility Conditions

Students meeting the following criteria can be eligible to be waived from the college's Residency Requirement:

- Withdrawing from Cedar Crest College (to be verified by the college)
- Taking an approved Leave of Absence (to be verified by the college)
- Graduating from Cedar Crest College (to be verified)
- Study Abroad (supplemental documentation required)
- Academic Internship (supplemental documentation required)
- Achieved senior status (completed 86 credits or more) (to be verified)
- Part-time student status taking below 12 credits for each semester (to be verified)

- Completed six semesters of college work elsewhere as a full-time student in good standing (to be verified)
- Designated as an “independent” for financial aid purposes (to be verified)
- Disability or major health issue that would prevent or prohibit an individual from residing on campus (to be verified by the Office of Student Accessibility Services)
- Major Life Event (legally married, birth of a child, etc.)
- Providing care for a legal dependent (notarized statement and supplemental documentation required)
- Already completed a baccalaureate degree (reviewed for verification)
- Are enrolled as a SAGE undergraduate student, non-traditional aged student (to be verified)
- Residing with a parent or court-appointed legal guardian at that person’s permanent home address which is fewer than 40 miles one way from the Cedar Crest College campus (notarized statement and supplemental statement required)
- Taking all online courses
- Residing off campus with their dependent children (to be verified)

### **Waiver Procedures**

Certain waiver conditions, as listed above under Waiver Conditions, if met, will be reviewed and will be considered according to uniformity and intent of the residency requirement.

- Waiver processing will begin on March 1<sup>st</sup> or as advertised thereafter for consideration for the following fall semester. Waiver processing will begin on November 1<sup>st</sup> or as advertised thereafter for the spring semester.
- At the time a waiver is approved, any pre-existing housing assignment is released.
- Initial Request: Any individual who wishes to live off-campus must submit their waiver request form through My.CedarCrest. The request should note the basis for requesting a waiver. If the reason is not one of the conditions as outlined above, a detailed explanation of the reason(s) must be included.

### **Waiver Review**

The Director of Housing and Residence Life or their designee(s) will review all waiver requests and will render a decision. This decision will be given within five (5) business days when possible after the waiver processing dates as outlined above. Missing documentation will delay processing.

- Waivers will be approved if the student meets the outlined conditions to be waived from the residency requirement.
- Waivers will be denied if the student does not meet the outlined conditions to be waived from the residency requirement. ***If a student is denied and still makes the decision to move off campus, the student will still be charged for their housing and meal plan as outlined below in the On-Campus Residency Requirement Charges bullet point.***

### **Waiver Notice**

Submission of false or intentionally misleading statements will result in one or all of the following:

- Waiver Revocation
- Student Conduct disciplinary sanctions
- Other penalties as appropriate



## **Waiver Appeal Process**

A denied waiver may be appealed to the Assistant Dean of Students and/or their designee. The appeal must be in writing and address the reason(s) given for the denial of the initial request. Appeals will only be reviewed based upon the following criteria:

- An error was made by the original reviewer in which the student did meet one of the waiver conditions as listed above.
- A student's original waiver application was submitted with incorrect or incomplete information, which, when corrected, would otherwise make them eligible for a waiver based on the waiver conditions listed above.
- The appeal must be sent within five (5) business days of receipt of the initial decision. All waiver review decisions are final.

## **Appeal Decision**

All appeals will be reviewed in accordance with the intent of the Residency Requirement. A written decision will be given within five (5) business days, when possible. All appeal decisions are final.

## **On-Campus Residency Requirement Charges**

Students who apply for a waiver to the Residency Requirement and are denied will be billed accordingly for the cost of their assigned housing and selected meal plan for the current semester.

## **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 ADAAA 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 ADAAA) nor are they pets. A pet is defined as 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.

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.

### 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:

Area of Concern, Dispute or Appeal	Office/Person to Contact
<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	Center for Diversity & Inclusion: Chief Diversity

Incident Report)	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 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 may 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](http://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 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’s Office 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, tasers, 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

### **POLICY: SEXUAL HARASSMENT, INCLUDING SEXUAL ASSAULT, DATING VIOLENCE, DOMESTIC VIOLENCE, STALKING, AND RETALIATION**

Cedar Crest College adheres to all federal, state, and local civil rights laws prohibiting discrimination in employment and education. Cedar Crest College does not discriminate in its admissions practices except as permitted by law, in its employment practices, or in its educational programs or activities on the basis of sex/gender. As a recipient of federal financial assistance for education activities, Cedar Crest College is required by Title IX of the Education Amendments of 1972 to ensure that all of its education programs and activities do not discriminate on the basis of sex/gender. Sex includes sex, sex stereotypes, gender identity, gender expression, sexual orientation, and pregnancy or parenting status.

Cedar Crest College also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process internal or external to the institution. Sexual harassment, sexual assault, dating and domestic violence, and stalking are forms of sex discrimination, which are prohibited under Title IX and by Cedar Crest College policy.

Any member of the institutional community, guest, or visitor who acts to deny, deprive, or limit the educational, employment, residential, or social access, opportunities and/or benefits of any member of the Cedar Crest College community on the basis of sex is in violation of the Sexual Misconduct Policy.

Any person may report sex discrimination (whether or not the person reporting is the person alleged to have experienced the conduct), in person, by mail, by telephone, by video, or by email, using the contact information listed for the Title IX Coordinator (below). A report may be made at any time (including during non-business hours) by utilizing the [online reporting form](#), this form can be submitted anonymously.

Questions regarding Title IX, including its application and/or concerns about noncompliance, should be directed to the Title IX Coordinator. For a complete copy of the policy or for more information, please visit [www.cedarecrest.edu/title-ix](http://www.cedarecrest.edu/title-ix) or contact the Title IX Coordinator.

Individuals who believe they have experienced sex discrimination, harassment, and/or retaliation in violation of Cedar Crest College policy should contact the following:

- Dr. Amy Porter  
Title IX Coordinator  
Cressman Library, Room 320  
100 College Drive  
Allentown PA, 18104  
610-606-4666 x.4588  
[titleix@cedarecrest.edu](mailto:titleix@cedarecrest.edu)



A person may also file a complaint with the appropriate federal, state, or local agency within the time frame required by law. Depending upon the nature of the complaint, the appropriate agency may be the federal Equal Employment Opportunity Commission (EEOC), the U.S. Department of Education Office for Civil Rights (OCR), the Department of Justice, and/or the appropriate state agency.

- **Pennsylvania Human Relations Commission**

333 Market St. 8<sup>th</sup> floor  
Harrisburg, PA 17101  
717-787-7279

- **EEOC Philadelphia Office**

801 Market St. Suite 1000  
Philadelphia PA, 19107  
800-669-6820

- **Office for Civil Rights, Atlanta Office**

U.S. Department of Education  
61 Forsyth St. S.W., STE 19T10  
Atlanta, GA 30303-8927  
Telephone: 404-974-9406  
Fax: 404-974-9406; TDD: 800-877-8339  
Email: OCR.Atlanta@ed.gov

Within any Resolution Process related to this Policy, Cedar Crest College provides reasonable accommodations to persons with disabilities and religious accommodations, when that accommodation is consistent with state and federal law.

## Glossary

- ***Advisor*** means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the Resolution Process, to advise the party on that process, and to conduct questioning for the party at the hearing, if any.
- ***Appeal Decision-maker*** means the person or panel who accepts or rejects a submitted appeal request, determines whether an error occurred that substantially affected the investigation or original determination, and directs corrective action, accordingly.
- ***Complainant*** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment or retaliation for engaging in a protected activity.
- ***Confidential Resource*** means an employee who is not a Mandated Reporter of notice of harassment and/or retaliation (irrespective of Clery Act Campus Security Authority status).
- ***Day*** means a business day when the Recipient is in normal operation.
- ***Decision-maker*** means the person or panel who hears evidence, determines relevance, and makes the Final Determination of whether this Policy has been violated and/or assigns sanctions.



- ***Directly Related Evidence*** is evidence connected to the complaint, but which is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and cannot be relied upon by the Decision-maker(s). Compare to Relevant Evidence, below.
- ***Education Program or Activity*** means locations, events, or circumstances where Cedar Crest College exercises substantial control over both the Respondent and the context in which the sexual harassment and/or retaliation occurs and also includes any building owned or controlled by a student organization that is officially recognized by the Cedar Crest College.
- ***Final Determination*** is a conclusion by the standard of proof that the alleged conduct did or did not violate policy.
- ***Finding*** is a conclusion by the standard of proof that the conduct did or did not occur as alleged (as in a “finding of fact”).
- ***Formal Complaint*** means a document submitted or signed by a Complainant or signed by the Title IX Coordinator or designee alleging a Respondent engaged in sexual harassment or retaliation for engaging in a protected activity and requesting that Cedar Crest College investigate the allegation(s).
- ***Formal Grievance Process*** means “Process A,” a method of formal resolution designated by Cedar Crest College to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations (34 C.F.R. § 106.45) and the Violence Against Women Act § 304.
- ***Grievance Process Pool*** includes any Investigators, Hearing Decision-makers, Appeal Decision-makers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same complaint).
- ***Informal Resolution*** means a complaint resolution agreed to by the Parties and approved by the Title IX Coordinator or designee that occurs prior to a formal Final Determination being reached.
- ***Investigator*** means the person(s) authorized by Cedar Crest College to gather facts about an alleged violation of this Policy, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report of Relevant Evidence and a file of Directly Related Evidence.
- ***Mandated Reporter*** means a Cedar Crest College employee who is obligated by policy to share knowledge, notice, and/or reports of sexual harassment and/or retaliation with the Title IX Coordinator.<sup>1</sup>
- ***Notice*** means that an employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.

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<sup>1</sup> Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of individuals with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility in this Policy.

- **Official with Authority (OWA)** means a Cedar Crest College employee who has responsibility to implement corrective measures for sexual harassment and/or retaliation on behalf of Cedar Crest College.
- **Parties** means the Complainant(s) and Respondent(s), collectively.
- **Process A** (Title IX Policy) means the Formal Grievance Process detailed [below](#) and defined [above](#).
- **Process B** (social conduct process for students, employees refer to most recent Employee Handbook) means any process designated by Cedar Crest College that **only** applies when Process A does not, as determined by the Title IX Coordinator or designee.
- **Relevant Evidence** is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.
- **Remedies** are post-Final Determination actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the Cedar Crest College's education program.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or retaliation for engaging in a protected activity under this Policy.
- **Resolution** means the result of an Informal Resolution or Formal Grievance Process.
- **Sanction** means a consequence imposed on a Respondent who is found to have violated this Policy.
- **Sexual Harassment** is an umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence. See [Section 16](#) for greater detail.
- **Student** means any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing educational relationship with Cedar Crest College.
- **Title IX Coordinator** is at least one official designated by Cedar Crest College to ensure compliance with Title IX and Cedar Crest College's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.
- **Title IX Team** refers to the Title IX Coordinator, any deputy coordinators, and any member of the [Grievance Process Pool](#).

## Rationale for Policy

Cedar Crest College is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from sexual harassment and retaliation for engaging in a 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 grievance 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 a prompt, fair, and impartial process for those involved in an allegation sexual harassment or retaliation.

## Applicable Scope

The core purpose of this policy is the prohibition of sexual harassment and retaliation. When an alleged policy violation is reported, the allegations are subject to resolution using Cedar Crest College's "Process A" or "Process B,"<sup>2</sup> as determined by the Title IX Coordinator, and as detailed below.

When the Respondent is a member of the Cedar Crest College community, a Formal Complaint may be filed and a grievance process may be available regardless of the status of the Complainant, who may or may not be a member of the Cedar Crest College community. This community includes, but is not limited to, students, student organizations, faculty, administrators, staff, and third parties such as volunteers, vendors, contractors. The procedures below may be applied to incidents, to patterns, and/or to the institutional culture/climate, all of which may be addressed and investigated in accordance with this Policy.

Cedar Crest College recognizes that reports and/or Formal Complaints under this Policy may include 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 sexual harassment or retaliation.

## Title IX Coordinator

The Assistant Dean of Students serves as the Title IX Coordinator and oversees implementation of this Policy. The Title IX Coordinator has the primary responsibility for coordinating Cedar Crest College's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remedy, and prevent sexual harassment and retaliation prohibited under this Policy.

All parties will be provided with a brochure detailing options and resources, which the Title IX Coordinator may also review with the parties in person.

## Independence and Conflict of Interest

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

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<sup>2</sup> Conduct occurring before August 14, 2020 can be resolved using Process B.

To raise any concern involving bias, conflict of interest, sexual harassment, or retaliation by the Title IX Coordinator, contact the Dean of Students. Concerns of bias, sexual harassment, retaliation, or a potential conflict of interest by any other Title IX Team member should be raised with the Title IX Coordinator.

## Administrative Contact Information

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this Policy and procedures, may be made internally to:

Dr. Amy Porter  
Title IX Coordinator  
100 College Dr.  
Allentown, PA 18104  
Cressman Library, Room 320  
610-606-4628  
titleix@cedarcrest.edu  
Web: [www.cedarcrest.edu/titleix](http://www.cedarcrest.edu/titleix)

Olivia Martinez  
Deputy Title IX Coordinator  
100 College Dr.  
Allentown, PA 18104  
Tompkins College Center, Room  
610-606-4666 ext.  
[Olivia.martinez@cedarcrest.edu](mailto:Olivia.martinez@cedarcrest.edu)

Please visit the above website for a complete list of Title IX team members and their contact information.

In addition, Cedar Crest College designates certain administrators Officials with Authority to address and correct harassment, discrimination, and/or retaliation. In addition to the Title IX Coordinator, this includes Deputy Coordinator(s), the Chief Financial Officer & Treasurer, the Vice President for Student Success & Engagement/Dean of Students, Director of Human Resources, and Campus Police.

Cedar Crest College has also classified all employees as Mandated Reporters of any knowledge they have that a member of the community is experiencing sexual harassment and/or retaliation. The section below on [Mandated Reporting](#) details which employees have this responsibility and their duties, accordingly.

Inquiries may be made externally to:

Office for Civil Rights (OCR)- Atlanta Office  
U.S. Department of Education  
61 Forsyth St. S.W., STE 19T10  
Atlanta, GA 30303-8927  
Telephone: 404-974-9406

Fax: 404-974-9406  
TDD#: 800-877-8339  
Email: [OCR.Atlanta@ed.gov](mailto:OCR.Atlanta@ed.gov)  
Web: <http://www.ed.gov/ocr>

For complaints involving employee-on-employee conduct: [Equal Employment Opportunity Commission](#) (EEOC)

Inquiries may be made externally to:  
80 Market St., Suite 1000  
Philadelphia PA, 19107  
Phone: (800) 669-6820  
Facsimile: (215) 440-2606  
Email: [PDOContact@eeoc.gov](mailto:PDOContact@eeoc.gov)

## Notice/Complaints of Sexual Harassment and/or Retaliation

Notice or complaints of sexual harassment and/or retaliation may be made using any of the following options:

- 1) File a report or Formal Complaint with, or give verbal notice to, the Title IX Coordinator, Deputy Coordinator or Title IX Team Member. Such a report or Formal Complaint may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office listed for the Title IX Coordinator or any other official listed.
- 2) Report online, using the reporting form posted [here](#). Anonymous reports are accepted but can give rise to a need to investigate to determine if the parties can be identified. If not, no further formal action is taken, though measures intended to protect the community may be enacted. Cedar Crest College tries to provide supportive measures to all Complainants, which may be impossible with an anonymous report that does not identify the Complainant. Because reporting carries no obligation to initiate a formal response, and because Cedar Crest College respects Complainant requests to dismiss complaints unless there is a compelling threat to health and/or safety, the Complainant is largely in control and should not fear a loss of confidentiality by making a report that allows Cedar Crest College to discuss and/or provide supportive measures.

As used in this Policy, the term “Formal Complaint” means a document or electronic submission (such as by electronic mail or through an online portal provided by Cedar Crest College for this purpose) that contains the Complainant’s physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that Cedar Crest College investigate the allegations. If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

## Supportive Measures

Cedar Crest College will offer and implement appropriate and reasonable supportive measures to the

parties upon notice of alleged sexual harassment and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and as reasonably available. They are offered, without fee or charge to the parties, to restore or preserve access to Cedar Crest College's education program or activity, including measures designed to protect the safety of all parties and/or Cedar Crest College's educational environment and/or to deter sexual harassment and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, Cedar Crest College will inform the Complainant, in writing, that they may file a Formal Complaint with Cedar Crest College either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant 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 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 the other 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
- Student financial aid counseling
- Education to the institutional community
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees when possible
- Safety planning
- Providing campus safety escorts
- Implementing contact limitations (no contact orders) between the parties
- Trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) orders
- [Timely warnings](#)
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

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

## Emergency Removal

Cedar Crest College can act to remove a student or employee Respondent 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 in conjunction with the Behavioral Assessment Team which is a subcommittee of the Care Team using its standard objective violence risk assessment procedures.

When an emergency removal is imposed, the student will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon as reasonably possible thereafter, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested within 48 hours, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it equitable to do so. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this Policy to implement or modify an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline within the student or employee conduct processes, which may include expulsion or termination.

Cedar Crest College will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: removing a student from a residence hall, temporarily re-assigning an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to withdraw or take incomplete grades without financial penalty, authorizing an administrative leave, and suspending a student's participation in extracurricular activities, student employment, student organizational leadership, or intercollegiate/intramural/club athletics.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact on the parties as possible.

When the Respondent is an employee, or a student employee, accused of misconduct in the course of their employment, existing provisions for interim action are applicable instead of the above emergency removal process.

## Promptness

Once Cedar Crest College has received notice or a Formal Complaint, all allegations are promptly acted upon. Complaints typically take 90 business days to resolve. There may be exceptions and extenuating circumstances that can cause a resolution to take longer, but Cedar Crest College will avoid



all undue delays within its control.

Any time the general timeframes for resolution outlined in Cedar Crest College's procedures will be delayed, Cedar Crest College will provide written notice to the parties of the delay, the cause for the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

## Confidentiality/Privacy

Every effort is made by Cedar Crest College to preserve the confidentiality of reports. Cedar Crest College will not share the identity of any individual who has made a report or Formal Complaint of sexual harassment or retaliation; any Complainant; any individual who has been reported to be the perpetrator of sexual harassment or retaliation; any Respondent; or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA) or its implementing regulations; or as required by law; or to carry out the purposes of 34 C.F.R. Part 106, including any investigation, hearing, or grievance proceeding arising under these policies and procedures.

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

Only a small group of officials who need to know will typically be told about the complaint, including but not limited to: Center for Diversity and Inclusion, Campus Police, Human Resources, and the Care Team. Information will be shared as necessary with Investigators, Decision-makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

Cedar Crest College may contact parents/guardians of students to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student first before doing so.

Confidentiality and mandated reporting are addressed more specifically [below](#).

## Jurisdiction

This Policy applies to Cedar Crest College's education program and activities, to conduct that takes place on property owned or controlled by Cedar Crest College, at Cedar Crest College-sponsored events, and in buildings owned or controlled by Cedar Crest College's recognized student organizations. The Respondent must be a member of Cedar Crest College's community in order for this Policy to apply.

This Policy can also be applicable to the effects of off-campus misconduct that effectively deprives a person of 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 Title IX Coordinator determines that the conduct affects a substantial Cedar Crest College interest.

Regardless of where the conduct occurred, Cedar Crest College will address notice/complaints to determine whether the conduct occurred in the context of its employment or education program or activity and/or has continuing effects on campus (including virtual learning and employment environments) or in an off campus sponsored program or activity. A substantial Cedar Crest College



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 educational interests or mission of Cedar Crest College.

If the Respondent is unknown or is not a member of the Cedar Crest College community, the Title IX Coordinator will assist the Complainant in identifying appropriate institutional and local resources and support options. If criminal conduct is alleged, Cedar Crest College can assist in contacting local or institutional law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of Cedar Crest College's community, supportive measures, remedies, and resources may be provided to the Complainant by contacting the Title IX Coordinator.

In addition, Cedar Crest College may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from Cedar Crest College property and/or events.

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

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences sexual harassment or retaliation in an externship, study abroad program, or other environment external to Cedar Crest College where sexual harassment policies and procedures of the facilitating or host organization may give the Complainant recourse.

## Time Limits on Reporting

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to 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 discretion of the Title IX Coordinator, who may

document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

When notice/complaint is affected by significant time delay, Cedar Crest College will typically apply the policy in place at the time of the alleged misconduct and the procedures in place at the time of notice/complaint. Typically, this Policy is only applied to alleged incidents that occurred after August 14, 2020.

## Online Sexual Harassment and/or Retaliation

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.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites; sharing inappropriate content via social media; unwelcome sexual or sex-based messaging; distributing, or threatening to distribute, nude or semi-nude photos or recordings, including those created using third-party tools such as generative artificial intelligence; breaches of privacy; or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the Cedar Crest College community.

**Public Recipients:** Any online posting or other electronic communication by students, including cyberbullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of Cedar Crest College's control (e.g., not on Cedar Crest College networks, websites, or between Cedar Crest College email accounts) will only be subject to this Policy when such online conduct can be shown to cause a substantial in-program disruption or infringement on the rights of others.

Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but legally protected speech cannot be subjected to discipline.

Off-campus harassing speech by employees, whether online or in person, may be regulated by Cedar Crest College.

## Policy on Nondiscrimination

Cedar Crest College is committed to providing leadership in extending equal opportunities to all individuals and prohibits any form of discrimination and harassment on the basis of sex, race, color, age, religion, national or ethnic origin, sexual orientation, gender identity or expression, pregnancy, marital or family status, medical condition, genetic information, veteran status, or disability in any decision making regarding admissions, employment, or participation in a College program or activity in accordance with the letter and spirits of federal, state, and local non-discrimination and equal opportunity laws, such as Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, The Age Discrimination in Employment Act, The Americans with

Disabilities and ADA Amendments Act, The Equal Pay Act and the Pennsylvania Human Relations Act.

## Sexual Harassment

Students, staff, administrators, and faculty are entitled to an employment and educational environment that is free of discriminatory harassment. 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 Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the Commonwealth of Pennsylvania regard sexual harassment as an unlawful discriminatory practice

The section below describes the specific forms of legally prohibited harassment 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 encompass actual and/or attempted offenses.

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Cedar Crest College has adopted the following definitions of sexual harassment in order to address the unique environment of an academic community. Two definitions are required by federal law. While they overlap, they are not identical, and they each apply as noted.

**Title VII/FHA Sexual Harassment** applies to situations where an employee is subjected to workplace sexual harassment or where a situation involves a residential Complainant in Cedar Crest College-provided housing.

- a. Unwelcome verbal, written, graphic, and/or physical conduct;
- b. that is severe or pervasive and objectively offensive;
- c. on the basis of sex/gender, that
- d. unreasonably interferes with, limits, or effectively denies an individual's educational or employment access, benefits, or opportunities.

**Title IX Sexual Harassment**, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking. This definition applies to all formal complaints that fall within Title IX jurisdiction as determined by the Title IX Coordinator. Sexual harassment includes:

Conduct on the basis of sex,<sup>3</sup> or that is sexual in nature, that satisfies one or more of the following:

1) **Quid Pro Quo:**

- a. an employee of the recipient,
- b. conditions<sup>4</sup> the provision of an aid, benefit, or service of the recipient,

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<sup>3</sup> Including gender identity, gender expression, sexual orientation, and sex stereotypes.

<sup>4</sup> Implicitly or explicitly.

- c. on an individual's participation in unwelcome sexual conduct.

2) **Sexual Harassment (Hostile Environment):**

- a. unwelcome conduct,
  - b. subjectively offensive,
  - c. determined by a reasonable person to be objectively offensive
- 3) to be so severe or pervasive that it effectively denies or limits a Complainant's ability to participate in or benefit from a Cedar Crest College's education program or activity. **Sexual Assault**, defined as:
- a. Any sexual act directed against a Complainant,
    - o without their consent, or
    - o instances in which the Complainant is incapable of giving consent.<sup>5</sup>
  - b. **Incest:**
    - o Non-forcible sexual intercourse,
    - o between persons who are related to each other,
    - o within the degrees wherein marriage is prohibited by Pennsylvania law.
  - c. **Statutory Rape:**
    - o Non-forcible sexual intercourse,
    - o with a person who is under the statutory age of consent of 16.

4) **Dating Violence**, defined as:

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

5) **Domestic Violence**, defined as:

- a. violence,
- b. on the basis of sex,
- c. committed by a current or former spouse or intimate partner of the Complainant,
- d. by a person with whom the Complainant shares a child in common, or
- e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or

- f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Pennsylvania, or
- g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Pennsylvania.

6) **Stalking**, defined as:

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

For the purposes of this definition—

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

Cedar Crest College reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this Policy. The most serious offenses are likely to result in suspension/expulsion/termination.

## FORCE, COERCION, CONSENT, AND INCAPACITATION<sup>6</sup>

As used in the offenses above, the following definitions and understandings apply:

**Force:** Force is the use of physical violence and/or physical imposition to gain sexual access. 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.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not 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.

**Coercion:** Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that

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<sup>6</sup> The state definition of consent is “voluntary and freely given agreement to engage in an agreed specific sexual act”, which is applicable to criminal prosecutions for sex offenses in Pennsylvania but may differ from the definition used by Cedar Crest College to address policy violations. Included for Clery/VAWA Sec. 304 compliance purposes

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.

**Consent** is:

- 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. Reasonable reciprocation can be implied 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 being kissed back.

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

Consent to some sexual contact (such as kissing or fondling) cannot be presumed 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.

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.

Consent in relationships must also be considered in context. When parties consent to BDSM or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, thus Cedar Crest College’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

**Incapacitation:** A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious, for any reason, including due to alcohol or other drug

consumption. As stated above, a Respondent violates this Policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when someone 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).

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

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.

## UNETHICAL RELATIONSHIPS POLICY

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.

## Retaliation

Protected activity under this Policy includes reporting alleged misconduct that may implicate this Policy, participating in the resolution process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. Cedar Crest College will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

Cedar Crest College and any member of Cedar Crest College’s community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedure.

Filing a complaint under Process B could be considered retaliatory if those allegations could be subject to Process A, when the Process B allegations are made for the purpose of interfering with or

circumventing any right or privilege provided afforded within Process A that is not provided by Process B. Therefore, Cedar Crest College carefully vets all complaints to ensure this does not happen, and to ensure that complaints are routed to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Pursuing a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy and procedure does not constitute retaliation, provided that the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

## Mandated Reporting

All Cedar Crest College employees (student employees, faculty, staff, administrators) are expected to report actual or suspected sexual harassment or retaliation to appropriate officials immediately, although there are some limited exceptions.

To make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting institutional resources. Within the institution, some resources may maintain confidentiality and are not required to report actual or suspected sexual harassment or retaliation in a way that identifies the parties. They may offer options and resources without any obligation to inform an outside agency or institution official unless a Complainant has requested the information be shared.

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 reports to the Title IX Coordinator (and/or 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 RESOURCES

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

- On-campus licensed professional counselor
- On-campus health service providers and staff
- Community-based (non-employees):
  - Licensed professional counselors and other medical providers
  - Local rape crisis counselors
  - Domestic violence resources
  - Local or state assistance agencies
  - Clergy/Chaplains
  - Attorneys

All of the above-listed individuals will maintain confidentiality when acting under the scope of their



licensure, professional ethics, professional credentials, or official designation, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order.

Institutional counselors and/or the Employee Assistance Program are available to help free of charge and may be consulted on an emergency basis during normal business hours.

Employees who have confidentiality as described above, and who receive reports 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.

### ANONYMOUS NOTICE TO MANDATED REPORTERS

At the request of a Complainant, notice may be given anonymously (i.e., without identification of the Complainant) to the Title IX Coordinator by a Mandated Reporter. The Mandated Reporter cannot remain anonymous themselves.

If a Complainant has requested that a Mandated Reporter maintain the Complainant's anonymity, the Mandated Reporter may do so unless it is reasonable to believe that a compelling threat to health or safety could exist. The Mandated Reporter can consult with the Title IX Coordinator on that assessment without revealing personally identifiable information.

Anonymous notice will be investigated by Cedar Crest College to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or remedies can be provided.

However, anonymous notice typically limits Cedar Crest College's ability to investigate, respond, and provide remedies, depending on what information is shared.

When a Complainant has made a request for anonymity, the Complainant's personally identifiable information may be withheld by a Mandated Reporter, but all other details must be shared with the Title IX Coordinator. Mandated reporters may not be able to maintain requests for anonymity for Complainants who are minors, elderly, and/or disabled, depending on state reporting of abuse requirements.

### MANDATED REPORTERS AND FORMAL NOTICE/COMPLAINTS

All Cedar Crest College employees (including student employees), with the exception of those who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share all details of behaviors under this Policy that they observe or have knowledge of, even if not reported to them by a Complainant or third party.

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

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as "Take Back the Night" marches or speak-outs do not provide notice that must be reported to the Title IX Coordinator by employees, unless the Complainant clearly

indicates that they desire a report to be made or a seek a specific response from Cedar Crest College.

Supportive measures may be offered as the result of such disclosures without formal Cedar Crest College action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of sexual 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.

Though this may seem obvious, when a Mandated Reporter is engaged in sexual harassment and/or retaliation in violation of this Policy, they still have a duty to report their own misconduct, though Cedar Crest College is technically not on notice simply because a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of sexual harassment and/or retaliation under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

## When a Complainant Does Not Wish to Proceed

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, and/or does not want a Formal Complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the institution and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether Cedar Crest College proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a Formal Complaint to initiate a grievance process, usually upon completion of an appropriate violence risk assessment.

The Title IX Coordinator's decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires the Recipient to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. Recipients may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and Cedar Crest College's ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this Policy.

When Cedar Crest College proceeds, the Complainant (and/or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses

not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that Cedar Crest College's ability to remedy and respond to notice may be limited if the Complainant does not want Cedar Crest College to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing Cedar Crest College's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow Cedar Crest College to honor that request, Cedar Crest College may offer [Informal Resolution](#) options, supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a Formal Complaint at a later date. Upon making a Formal Complaint, a Complainant has the right, and can expect, to have allegations taken seriously by Cedar Crest College and to have the incident(s) investigated and properly resolved through these procedures. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

## 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 campus 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.

## False Allegations and Evidence

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

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation, hearing, or informal resolution can be subject to discipline under appropriate Cedar Crest College policies.

## Amnesty

Cedar Crest College community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report 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 report 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 consumption of alcohol or the use of illicit drugs—related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

## STUDENTS

Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves.

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

## EMPLOYEES

Please refer to the Employee Handbook for the most up to date version of the employee amnesty policy.

## Federal Statistical Reporting Obligations

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

- 1) All “primary crimes,” which include criminal homicide, rape, fondling, incest, statutory rape, robbery, aggravated assault, burglary, motor vehicle theft, and arson
- 2) Hate crimes, which include any bias-motivated primary crime as well as any bias motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property
- 3) VAWA-based crimes,<sup>7</sup> which include sexual assault, domestic violence, dating violence, and stalking
- 4) Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug law violations

All personally identifiable information is kept private, but statistical information must be shared with Campus Police regarding the type of incident and its general location (on or off campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log. Campus Security Authorities include: student affairs/student conduct staff, campus police, local police, coaches, athletic directors, residence life staff, student activities staff, human resources staff, advisors to student organizations, and any other official with significant responsibility for student and campus activities.

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<sup>7</sup> VAWA is the Violence Against Women Act, enacted in 1994 and codified in part at 42 U.S.C. sections 13701 through 14040.

## Preservation of Evidence

The preservation of evidence in incidents of sexual assault and stalking is critical to potential criminal prosecution and to obtaining restraining/protective orders and 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 a 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).
- Seeking medical treatment can be essential even if it is not for the purposes of collecting forensic evidence.

### Stalking

- 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 e-mail and social media correspondence, including notifications related to account access alerts.
- Take time-stamped photographs of any physical evidence including notes, gifts, etc. in place when possible.
- Save copies of any messages, to include 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, the importance of taking these actions will be discussed, if timely.

## RESOLUTION PROCESS FOR ALLEGED VIOLATIONS OF THE SEXUAL HARASSMENT POLICY (KNOWN AS PROCESS “A”)

### Overview

Recipient will act on any formal notice/complaint of violation of the Sexual Harassment Policy (“the Policy”) that is received by the Title IX Coordinator any other Official with Authority by applying these procedures, known as “Process A.”

The procedures below apply to all allegations of sexual harassment or retaliation involving students, staff, administrators, or faculty members. A set of technical dismissal requirements within the Title IX regulations may apply as described below, but when a technical dismissal under the Title IX allegations is required, any remaining allegations may proceed using these same grievance procedures, clarifying which Policy provisions above are applicable. Although the effect of the Title IX regulations can be confusing, these grievance procedures apply to all Policy offenses

The procedures below may be used to address alleged collateral misconduct by the Respondent arising from the investigation of or occurring in conjunction with reported misconduct (e.g., vandalism, physical abuse of another), when alleged violations of the Policy are being addressed at the same time. In such cases, the Title IX Coordinator may consult with the institution officials who typically oversee such conduct (e.g., human resources, student conduct, academic affairs) to provide input as needed. All other allegations of misconduct unrelated to incidents covered by the Policy will be addressed through procedures described in the student, faculty, and staff handbooks.

## Notice/Complaint

Upon receipt of a Formal Complaint or notice of an alleged policy violation by the Title IX Coordinator, the Title IX Coordinator initiates a prompt initial assessment to determine the next steps Cedar Crest College needs to take. The Title IX Coordinator will contact the Complainant to offer supportive measures and determine whether the Complainant wishes to file a Formal Complaint.

The Title IX Coordinator will then initiate at least one of three responses:

- 1) Offering supportive measures because the Complainant does not want to file a Formal Complaint
- 2) An Informal Resolution (upon submission of a Formal Complaint)
- 3) A Formal Grievance Process including an investigation and a hearing (upon submission of a Formal Complaint)

Cedar Crest College uses a Formal Grievance Process as described below to determine whether the Policy has been violated. If so, Cedar Crest College will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to sexual harassment or retaliation, their potential recurrence, and/or their effects.

## Initial Assessment

Following receipt of notice or a Formal Complaint of an alleged violation of this Policy, the Title IX Coordinator<sup>8</sup> engages in an initial assessment, typically within one to five (1-5) business days. The steps in an initial assessment can include:

- The Title IX Coordinator seeks to determine if the person impacted wishes to make a Formal Complaint, and will assist them to do so, if desired.

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<sup>8</sup> If circumstances require, the Dean of Students or Title IX Coordinator will designate another person to oversee the Resolution Process should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

- If they do not wish to do so, the Title IX Coordinator determines whether to initiate a complaint themselves because a violence risk assessment indicates a compelling threat to health and/or safety.
- If a Formal Complaint is received, the Title IX Coordinator assesses its sufficiency and works with the Complainant to make sure it is correctly completed.
- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they are aware of the right to have an Advisor.
- The Title IX Coordinator works with the Complainant to determine whether the Complainant prefers a supportive and remedial response, an Informal Resolution option, or a formal investigation and grievance process.
  - If a supportive and remedial response is preferred, the Title IX Coordinator works with the Complainant to identify their needs, determine the appropriate supports, and implements accordingly. No Formal Grievance Process is initiated, though the Complainant can elect to initiate one later, if desired.
  - If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for Informal Resolution and may seek to determine if the Respondent is also willing to engage in Informal Resolution.
  - If a Formal Grievance Process is preferred by the Complainant, the Title IX Coordinator determines if the alleged misconduct falls within the scope of the 2020 Title IX regulations:
    - If it does, the Title IX Coordinator will initiate the formal investigation and grievance process, directing the investigation to address, based on the nature of the complaint:
      - an incident, and/or
      - a pattern of alleged misconduct, and/or
      - a culture/climate issue

If alleged misconduct does not fall within the scope of the Title IX regulations, the Title IX Coordinator determines that the regulations do not apply (and will “dismiss” that aspect of the complaint, if any), assesses which policies may apply, which Resolution Process is applicable, and will refer the matter accordingly, including referring the matter for resolution under Process B, if applicable. Please note that dismissing a complaint under the 2020 Title IX regulations is solely a procedural requirement under Title IX, which does not limit the Cedar Crest College’s authority to address a complaint with an appropriate process and remedies.

## VIOLENCE RISK ASSESSMENT

In some cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted by the Behavioral Assessment Team as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:

- 1) Emergency removal of a Respondent on the basis of immediate threat to an individual or the community’s physical health/safety



- 2) Whether the Title IX Coordinator should pursue/sign a Formal Complaint absent a willing/able Complainant
- 3) Whether the scope of the investigation should include an incident, and/or pattern of misconduct and/or climate of hostility/harassment
- 4) To help identify potential predatory conduct
- 5) To help assess/identify grooming behaviors
- 6) Whether it is reasonable to try to resolve a complaint through Informal Resolution, and if so, what approach may be most successful
- 7) Whether to permit a voluntary withdrawal by the Respondent
- 8) Whether to impose transcript notation or communicate with a transfer Recipient about a Respondent
- 9) Assessment of appropriate sanctions/remedies (to be applied post-hearing)
- 10) Whether a Clery Act Timely Warning/Trespass order/Persona-non-grata is needed

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

VRAs require specific training and are typically conducted by psychologists, clinical counselors, social workers, case managers, law enforcement officers, student conduct officers, or other Behavioral Intervention Team (BIT)/CARE team members.

A VRA authorized by the Title IX Coordinator should occur in collaboration with the BIT/CARE or threat assessment team. Where a VRA is required by the Title IX Coordinator, a Respondent refusing to cooperate may result in a charge of failure to comply within the appropriate student or employee conduct process.

A VRA is not an evaluation for an involuntary behavioral health hospitalization (e.g., 5150 in California, Section XII in Massachusetts, Baker Act in Florida), nor is it a psychological or mental health assessment. A VRA assesses the risk of actionable violence, often with a focus on targeted/predatory escalations, and is supported by research from the fields of law enforcement, criminology, human resources, and psychology.

More about the Cedar Crest College's process for VRA can be found in [Appendix E](#).

#### DISMISSAL (MANDATORY AND DISCRETIONARY)<sup>9</sup>

Cedar Crest College must dismiss a Formal Complaint or any allegations therein if, at any time during the investigation or hearing, it is determined that:

- 1) The conduct alleged in the Formal Complaint would not constitute Title IX Sexual Harassment as defined above, even if proved

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<sup>9</sup> These dismissal requirements are mandated by the 2020 Title IX Regulations, 34 CFR §106.45.



- 2) The conduct did not occur in an education program or activity controlled by the Cedar Crest College (including buildings or property controlled by recognized student organizations), and/or Cedar Crest College does not have control of the Respondent
- 3) The conduct did not occur against a person in the United States
- 4) At the time of filing a Formal Complaint, a Complainant is not participating in or attempting to participate in Cedar Crest College's education program or activity, and based on the available information, the Title IX Coordinator has determined that they do not need to sign a Formal Complaint on behalf of Cedar Crest College<sup>10</sup>

Cedar Crest College may dismiss a Formal Complaint or any allegations therein if, at any time during the investigation or hearing:

- 1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein
- 2) The Respondent is no longer enrolled in or employed by Cedar Crest College
- 3) Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein

A Complainant who decides to withdraw a complaint may later request to reinstate it or refile it. Upon any dismissal, Cedar Crest College will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.

This dismissal decision is appealable by any party under the procedures for appeal (See [Section 37](#)). The decision not to dismiss is also appealable by any party claiming that a dismissal is required or appropriate.

## Counterclaims

Cedar Crest College is obligated to ensure that the grievance process is not abused for retaliatory purposes, thus counterclaims made with retaliatory intent will not be permitted. Cedar Crest College permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith.

Counterclaims determined to have been reported in good faith will be processed using the Resolution Process below. Investigation of such claims may take place after resolution of the underlying initial complaint, in which case a delay may occur.

Counterclaims may also be resolved through the same investigation as the underlying complaint, at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this policy.

## Right to an Advisor

The parties may each have an Advisor of their choice present with them for all meetings, interviews, and hearings within the Resolution Process, if they so choose. The parties may select whoever they

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<sup>10</sup> Such a Complainant is still entitled to supportive measures, but the formal grievance process is not applicable unless the Title IX Coordinator signs the complaint in the event the Complainant cannot/will not do so.

wish to serve as their Advisor as long as the Advisor is eligible and available.

Choosing an Advisor who is also a witness in the process creates potential for bias and conflict of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing Decision-maker.

### WHO CAN SERVE AS AN ADVISOR

The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the Resolution Process. The parties may choose Advisors from inside or outside of the Cedar Crest College community.

The Title IX Coordinator will also offer to assign a trained Advisor to any party if the party so chooses. If the parties choose an Advisor from the pool available from Cedar Crest College, the Advisor will have been trained by Cedar Crest College and be familiar with Cedar Crest College's Resolution Process.

If the parties choose an Advisor from outside the pool of those identified by the Cedar Crest College, the Advisor may not have been trained by Cedar Crest College and may not be familiar with Cedar Crest College policies and procedures.

Parties also have the right to choose not to have an Advisor in the initial stages of the Resolution Process, prior to a hearing.

### ADVISOR'S ROLE IN MEETINGS AND INTERVIEWS

The parties may be accompanied by their Advisor in all meetings and interviews at which the party is entitled to be present, including intake and interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

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

### ADVISORS IN HEARINGS/RECIPIENT-APPOINTED ADVISOR

Under the Title IX Regulations, a form of indirect questioning is required during the hearing but must be conducted by the parties' Advisors. The parties are not permitted to directly question each other or any witnesses. If a party does not have an Advisor for a hearing, Cedar Crest College will appoint a trained Advisor for the limited purpose of conducting any questioning of the parties and witnesses.

### PRE-INTERVIEW MEETINGS

Advisors and their advisees may request to meet with the Investigator(s) conducting interviews/meetings in advance of these interviews or meetings. This pre-meeting allows Advisors to clarify and understand their role and Cedar Crest College's policies and procedures.

### ADVISOR VIOLATIONS OF CEDAR CREST COLLEGE POLICY

All Advisors are subject to the same Cedar Crest College policies and procedures, whether they are attorneys or not, and whether they are selected by a party or assigned by Cedar Crest College. Advisors are expected to advise their advisees without disrupting proceedings. Advisors should not address

Cedar Crest College officials or Investigators in a meeting or interview unless invited to do so (e.g., asking procedural questions). The Advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator(s) or other Decision-maker except during a hearing proceeding during questioning.

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

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

### SHARING INFORMATION WITH THE ADVISOR

Cedar Crest College expects that the parties may wish to have Cedar Crest College share documentation and evidence related to the allegations with their Advisors.

Cedar Crest College provides a consent form that authorizes Cedar Crest College to share such information directly with a party's Advisor. The parties must either complete and submit this form to the Title IX Coordinator or provide similar documentation demonstrating consent to a release of information to the Advisor before Cedar Crest College is able to share records with an Advisor.

If a party requests that all communication be made through their attorney Advisor, Cedar Crest College will comply with that request at the discretion of the Title IX Coordinator.

Advisors appointed by the institution will not be asked to disclose details of their interactions with their advisees to institutional officials or Decision-makers.

### PRIVACY OF RECORDS SHARED WITH ADVISOR

Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by Cedar Crest College. Advisors will be asked to sign Non-Disclosure Agreements (NDAs). Cedar Crest College may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the Recipient's privacy expectations.

### EXPECTATION OF AN ADVISOR

Cedar Crest College generally expects an Advisor to adjust their schedule to allow them to attend Cedar Crest College meetings/interviews/hearings when planned, but Cedar Crest College may change scheduled meetings/interviews/hearings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

Cedar Crest College may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview/hearing by via a Teams meeting, or other similar technologies as may be convenient and available.

### EXPECTATIONS OF THE PARTIES WITH RESPECT TO ADVISORS

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. The parties are expected to inform the Investigator(s) of the identity of their Advisor at least two (2) business days before the date of their first meeting with Investigators (or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Title IX Coordinator if they change Advisors at any time. It is assumed that if a party changes Advisors, consent to share information with the previous Advisor is terminated, and a release for the new Advisor should be secured. Parties are expected to inform the Title IX Coordinator of the identity of their hearing Advisor at least two (2) business days before the hearing.

## Resolution Processes

Resolution proceedings are private. All persons present at any time during the Resolution Process are expected to maintain the privacy of the proceedings in accordance with Cedar Crest College Policy. Although there is an expectation of privacy around what Investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, except for information the parties agree not to disclose as part of an Informal Resolution. Cedar Crest College encourages parties to discuss any sharing of information with their Advisors before doing so.

The Formal Grievance Process is Cedar Crest College's primary resolution approach unless Informal Resolution is elected by all parties and Cedar Crest College.

### INFORMAL RESOLUTION

Three options for Informal Resolution are detailed in this section.

- 1) **Supportive Resolution.** When the Title IX Coordinator can resolve the matter informally by providing supportive measures (only) to remedy the situation
- 2) **Alternative Resolution.** When the parties agree to resolve the matter through an alternative resolution mechanism including mediation, restorative practices, facilitated dialogue, etc., as described below, often before a formal investigation takes place (See [Section B](#))
- 3) **Accepted Responsibility.** When the Respondent accepts responsibility for violating policy, and desires to accept the recommended sanction(s) and end the Resolution Process (See [Section C](#))

To initiate Informal Resolution, a Complainant must submit a Formal Complaint, as defined above. A Respondent who wishes to initiate Informal Resolution should contact the Title IX Coordinator. The parties may agree, as a condition of engaging in Informal Resolution, that statements made, or evidence shared, during the Informal Resolution process will not be considered in the Formal

Grievance Process unless all parties consent.

It is not necessary to pursue Informal Resolution first in order to pursue a Formal Grievance Process, and any party participating in Informal Resolution can stop the process at any time and begin or resume the Formal Grievance Process. The parties may not enter into an agreement that requires Cedar Crest College to impose specific sanctions, though the parties can agree to certain restrictions or other courses of action. For example, the parties cannot require a student be suspended, but the parties can agree that the Respondent will temporarily or permanently withdraw. The only Informal Resolution Process that can result in sanctions levied by the institution is “Accepted Responsibility.” The Title IX Coordinator has discretion to determine if an investigation will be paused during Informal Resolution, or if it will be limited, or will continue during the Informal Resolution process.

Prior to implementing Informal Resolution, Cedar Crest College will provide the parties with written notice of the reported misconduct and any sanctions (only in the case of Accepted Responsibility) or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by Cedar Crest College.

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.

#### ALTERNATIVE RESOLUTION APPROACHES

Alternative Resolution is an informal approach, including mediation, restorative practices, facilitated dialogue, etc. by which the parties reach a mutually agreed upon resolution of a complaint. All parties must consent to the use of an Alternative Resolution approach.

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

- The parties’ amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the parties
- The nature and severity of the alleged misconduct
- The parties’ motivation to participate
- Civility of the parties
- Results of a violence risk assessment/ongoing risk analysis
- Disciplinary history of the Respondent
- Whether an emergency removal is needed
- Skill of the Alternative Resolution facilitator with this type of complaint
- Complaint complexity
- Emotional investment/capability of the parties
- Rationality of the parties
- Goals of the parties
- Adequate resources to invest in Alternative Resolution (time, staff, etc.)

The ultimate determination of whether Alternative Resolution is available or successful is made by the Title IX Coordinator. The Title IX Coordinator is authorized to facilitate a resolution that is acceptable to all parties, and/or to accept a resolution that is proposed by the parties, usually through their Advisors, including terms of confidentiality, release, and non-disparagement.

The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., referral for formal resolution, referral to the conduct process for failure to comply). Results of complaints resolved by Alternative Resolution are not appealable.

### RESPONDENT ACCEPTS RESPONSIBILITY FOR ALLEGED VIOLATIONS

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX Coordinator will determine whether Informal Resolution can be used according to the criteria above.

If Informal Resolution is applicable, the Title IX Coordinator will determine whether all parties and Cedar Crest College are able to agree on responsibility, restrictions, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of Cedar Crest College policy and implements agreed-upon restrictions and remedies and determines the appropriate sanction(s) in coordination with other appropriate administrator(s), as necessary.

This result is not subject to appeal once all parties indicate their written assent to all agreed upon resolution terms. When the parties cannot agree on all terms of resolution, the Formal Grievance Process will resume at the same point where it was paused.<sup>11</sup>

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

## Formal Grievance Process Pool

The Formal Grievance Process relies on a pool of administrators<sup>12</sup> (“the Pool”) to carry out the process.

The list of Pool members and their current trainings can be found at <https://www.cedarcrest.edu/title-ix/>.

### POOL MEMBER ROLES

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

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<sup>11</sup> The parties may not want discussions that take place within Informal Resolution to be admissible in a later Formal Grievance Process, but essential facts must and do transfer from the informal process to the formal. Disclosing something in an informal setting to shield it from formal admissibility is a cynical strategy, so administrators should take care in determining the terms of any assurances of the confidentiality of the Informal Resolution.

<sup>12</sup> External, trained third-party neutral professionals may also be used to serve in Pool roles

- To provide appropriate intake of and initial guidance pertaining to complaints
- To serve in a facilitation role in Informal Resolution or Alternative Resolution if appropriately trained in appropriate resolution approaches (e.g., mediation, restorative practices, facilitated dialogue)
- To investigate complaints
- To serve as a hearing facilitator (process administrator, no decision-making role)
- To serve as a Decision-maker regarding the complaint
- To serve as an Appeal Decision-maker

### POOL MEMBER APPOINTMENT

The Title IX Coordinator appoints the Pool, which acts with independence and impartiality. Although members of the Pool are typically trained in a variety of skill sets and can rotate amongst the different roles listed above in different complaints, Cedar Crest College can also designate permanent roles for individuals in the Pool, using others as substitutes or to provide greater depth of experience when necessary. This process of role assignment may be the result of particular skills, aptitudes, or talents identified in members of the Pool that make them best suited to particular roles.

### POOL MEMBER TRAINING

Pool members receive annual training based on their respective roles. This training includes, but is not limited to:

- The scope of the Cedar Crest College's Sexual Harassment Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- How to conduct a sexual harassment investigation
- Trauma-informed practices pertaining to investigations and resolution processes
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by Cedar Crest College with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy
- How to conduct an investigation and grievance process including hearings, appeals, and Informal Resolution Processes



- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias for or against Respondents and/or Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Issues of relevance of questions and evidence
- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of sexual harassment and/or retaliation allegations
- Recordkeeping

Information on the training all members of the Pool receive are publicly posted [here](#) .

## Formal Grievance Process: Notice of Investigation and Allegations

The Title IX Coordinator will provide written Notice of the Investigation and Allegations (the “NOIA”) to the Respondent upon commencement of the Formal Grievance Process. This facilitates the Respondent’s ability to prepare for the interview and to identify and choose an Advisor to accompany them. The NOIA is also copied to the Complainant, who will be given advance notice of when the NOIA will be delivered to the Respondent.

The NOIA will include:

- 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 implicated
- A description of the applicable procedures
- 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 directly related and/or relevant evidence obtained
- A statement about Cedar Crest College’s policy on retaliation
- Information about the confidentiality of the process
- Information on the need for each party to have an Advisor of their choosing and suggestions for ways to identify an Advisor
- 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 the party may request disability accommodations during the Resolution Process
- The name(s) of the Investigator(s), along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator(s) may have
- An instruction to preserve any evidence that is directly related to the allegations



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.

Notice will be made in writing and will be delivered via email to the parties' Cedar Crest College-issued email. Once emailed, and/or received, notice will be presumptively delivered.

## Resolution Timeline

Cedar Crest College will make a good faith effort to complete the Resolution Process within a sixty to ninety (60-90) business-day time period, including appeal if any, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

## Appointment of Investigators

Once the decision to commence a formal investigation is made, the Title IX Coordinator appoints Pool member(s) to conduct the investigation, usually within five (5) business days of determining that an investigation should proceed.

## Ensuring Impartiality

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

The Title IX Coordinator will vet the assigned Investigator(s) for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the parties may raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the Dean of Students.

The Formal Grievance Process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the Respondent engaged in a policy violation and evidence that supports that the Respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness.

Cedar Crest College operates with the presumption that the Respondent is not responsible for the reported misconduct unless and until the Respondent is determined to be responsible for a policy violation by the applicable standard of proof.

## Investigation Timeline

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take many weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, law enforcement involvement, etc.

Cedar Crest College will make a good faith effort to complete investigations as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

## Investigation Process Delays and Interactions with Law Enforcement

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 temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or health conditions.

Cedar Crest College will communicate the anticipated duration of the delay and reason to the parties in writing and provide the parties with status updates if necessary. Cedar Crest College will promptly resume its investigation and Resolution Process as soon as feasible. During such a delay, Cedar Crest College will implement supportive measures 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.

## Investigation Process Steps

All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all available relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record. Recordings of interviews are not provided to the parties, but the parties will have the ability to review the transcript of the interview once the investigation report is compiled.

At the discretion of the Title IX Coordinator, investigations can be combined when complaints implicate a pattern, collusion, and/or other shared or similar actions.

The Investigator(s) typically take(s) the following steps, if not already completed (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 of the specific policies implicated
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial assessment to determine if the allegations indicate a potential policy violation
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the parties and witnesses
- Meet with the Complainant to finalize their interview/statement, if necessary

- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegations (NOIA). The NOIA may be amended with any additional or dismissed allegations
  - Notice should inform the parties of their right to have the assistance of an Advisor, who could be a member of the Pool or an Advisor of their choosing present for all meetings attended by the party
- Provide each interviewed party and witness an opportunity to review and verify the Investigator's transcript of the relevant evidence/testimony from their respective interviews and meetings
- When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of another party and/or witnesses, and document in the report which questions were asked, with a rationale for any changes or omissions
- Complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the parties throughout the investigation
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) with a list of witnesses whose information will be used to render a finding
- Write a comprehensive investigation report fully summarizing the investigation, all witness interviews, and addressing all relevant evidence. Appendices including relevant physical or documentary evidence will be included
- Gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related to the reported misconduct, including evidence upon which Cedar Crest College does not intend to rely in reaching a determination, for a ten (10) business-day review and comment period so that each party may meaningfully respond to the evidence. The parties may elect to waive the full ten (10) days.
- Elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses
- Incorporate relevant elements of the parties' written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report. The Investigator(s) should document all rationales for any changes made after the review and comment period.
- Share the report with the Title IX Coordinator and/or legal counsel for their review and feedback

- Incorporate any relevant feedback and share the final report with all parties and their Advisors through secure electronic transmission or hard copy at least ten (10) business days prior to a hearing. The parties and Advisors are also provided with a file of any directly related evidence that was not included in the report.

## Witness Role and Participation in the Investigation

Witnesses (as distinguished from the parties) who are employees of Cedar Crest College are strongly encouraged to cooperate with and participate in Cedar Crest College's investigation and Resolution Process. Student witnesses and witnesses from outside the Cedar Crest College community are encouraged to cooperate with Cedar Crest College investigations and to share what they know about a complaint.

Although in-person interviews for parties and all potential witnesses are ideal, circumstances (e.g., study abroad, summer break) may require individuals to be interviewed remotely. Microsoft Teams, or similar technologies may be used for interviews if the Investigator(s) determines timeliness, efficiency, or other reasons dictate a need for remote interviewing. Cedar Crest College will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

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

## Interview Recording

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If Investigator(s) elect to audio and/or video record interviews, all involved parties should be made aware of and consent to audio and/or video recording.

## Evidentiary Considerations

Neither the investigation nor the hearing will consider: (1) incidents not relevant or not directly related to the possible violation(s), unless they evidence a pattern; or (2) questions and evidence about the Complainant's sexual predisposition; or (3) questions and evidence about the Complainant's prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

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

## Referral for Hearing

Provided that the complaint is not resolved through Informal Resolution, once the final investigation report is shared with the parties, the Title IX Coordinator will refer the matter for a hearing.

The hearing cannot be held less than ten (10) business days from the conclusion of the investigation—when the final investigation report is transmitted to the parties and the Decision-maker(s)—unless all parties and the Decision-maker(s) agree to an expedited timeline.

The Title IX Coordinator will select an appropriate Decision-maker from the Pool and provide a copy of the investigation report and the file of directly related evidence. Allegations involving student-employees in the context of their employment will be directed to the appropriate Decision-maker(s) depending on the context and nature of the alleged misconduct.

## Hearing Decision-maker Composition

Cedar Crest College will designate a single Decision-maker from the Pool, at the discretion of the Title IX Coordinator. The single Decision-maker will also Chair the hearing.

The Decision-maker will not have had any previous involvement with the complaint. The Title IX Coordinator may elect to have an alternate from the Pool sit in throughout the hearing process in the event that a substitute is needed for any reason.

Those who have served as Investigators will be witnesses in the hearing and therefore may not serve as Decision-makers. Those who are serving as Advisors for any party may not serve as Decision-makers in that matter.

The Title IX Coordinator may not serve as a Decision-maker or Chair in the matter but may serve as an administrative facilitator of the hearing if their previous role(s) in the matter do not create a conflict of interest. Otherwise, a designee may fulfill the facilitator role. The hearing will convene at a time and venue determined by the Title IX Coordinator or designee.

## Additional Evidentiary Considerations in the Hearing

Previous disciplinary action of any kind involving the Respondent may not be used unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility, assuming Cedar Crest College uses a progressive discipline system. This information is only considered at the sanction stage of the process and is not shared until then.

The parties may each submit a written impact and/or mitigation statement prior to the hearing for the consideration of the Decision-maker at the sanction stage of the process when a determination of responsibility is reached.

After post-hearing deliberation, the Decision-maker renders a determination based on the preponderance of the evidence; whether it is more likely than not that the Respondent violated the Policy as alleged.

## Hearing Notice

No less than ten (10) business days prior to the hearing, the Title IX Coordinator will send notice of the hearing to the parties. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

The notice will contain:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable hearing procedures.
- The time, date, and location of the hearing.
- Description of any technology that will be used to facilitate the hearing.
- Information about the option for the live hearing to occur with the parties located in separate rooms using technology that enables the Decision-maker and parties to see and hear a party or witness answering questions. Such a request must be raised with the Title IX Coordinator as soon as possible, preferably at least five (5) business days prior to the hearing, requests received less than five (5) business days prior to the hearing may delay the hearing.
- A list of all those who will attend the hearing, along with an invitation to object to any Decision-maker based on demonstrated bias or conflict of interest. This must be raised with the Title IX Coordinator at least three (3) business days prior to the hearing.
- Information on how the hearing will be recorded and how the parties can access the recording after the hearing.
- A statement that 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 may reschedule the hearing.
- Notification that the parties may have the assistance of an Advisor of their choosing at the hearing and will be required to have one present for any questions they may desire to ask. The party must notify the Title IX Coordinator if they wish to conduct cross-examination and do not have an Advisor, and Cedar Crest College will appoint one. Each party must have an Advisor present if they intend to cross-examine others. There are no exceptions.
- A copy of all the materials provided to the Decision-maker about the complaint unless they have already been provided.
- An invitation to each party to submit to the Title IX Coordinator an impact and/or mitigation statement pre-hearing that the Decision-maker will review during any sanction determination.
- An invitation to contact the Title IX Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing, at least seven (7) business days prior to the hearing.
- A statement reminding parties that they cannot bring mobile phones/devices into 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 or during the summer, as needed, to meet the resolution timeline followed by Cedar Crest College and remain within the 60-90 business-day goal for resolution. Employees who do not have 12-month contracts are still expected to participate in Resolution Proceedings that occur during months between contracts.

## Alternative Hearing Participation Options

If a party or parties prefer not to attend or cannot attend the hearing in person, the party should request alternative arrangements from the Title IX Coordinator as soon as possible, preferably at least

five (5) business days prior to the hearing.

The Title IX Coordinator can arrange to use technology to allow remote testimony without compromising the fairness of the hearing. Remote options may also be needed for witnesses who cannot appear in person. Any witness who cannot attend in person should let the Title IX Coordinator know as soon as possible, preferably at least five (5) business days prior to the hearing so that appropriate arrangements can be made.

## Pre-Hearing Preparation

After any necessary consultation with the parties, the Title IX Coordinator will provide the names of people who have been asked to participate in the hearing, all pertinent documentary evidence, and the final investigation report to the parties at least ten (10) business days prior to the hearing.

Any witness scheduled to participate in the hearing must have been first interviewed by the Investigator(s) or have proffered a written statement or answered written questions, unless all parties and the Decision Maker assent to the witness's participation in the hearing. The same holds for any relevant evidence that is first offered at the hearing. If the parties and Decision Maker do not assent to the admission of evidence newly offered at the hearing, the Decision Maker may delay the hearing and/or instruct that the investigation needs to be re-opened to consider that evidence.<sup>13</sup>

The parties will be given a list of the names of the Decision-maker at least five (5) business days in advance of the hearing. All objections to any Decision-maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX Coordinator as soon as possible and no later than three (3) business days prior to the hearing. Decision-makers will only be removed if the Title IX Coordinator concludes that their actual or perceived bias or conflict of interest precludes an impartial hearing of the complaint.

The Title IX Coordinator will give the Decision-maker a list of the names of all parties, witnesses, and Advisors at least five (5) business days in advance of the hearing. Any Decision-maker who cannot make an objective determination must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and Advisors in advance of the hearing. If a Decision-maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX Coordinator as soon as possible.

During the ten (10)-business-day period prior to the hearing, the parties have the opportunity for continued review and comment on the final investigation report and available evidence. That review and comment can be shared with the Decision Maker at a pre-hearing meeting or at the hearing and will be exchanged between each party by the Decision Maker.

## Pre-Hearing Meetings

The Chair may convene a pre-hearing meeting(s) with the parties and their Advisors and invite them to submit the questions or topics they (the parties and their Advisors) wish to ask or discuss at the hearing, so that the Decision Maker can rule on their relevance ahead of time to avoid any improper evidentiary introduction in the hearing or to provide recommendations for more appropriate phrasing.

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<sup>13</sup> 34 C.F.R. § 668.46(k)(3)(B)(3) requires "timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings."



However, this advance review opportunity does not preclude the Advisors from asking a question for the first time at the hearing or from asking for a reconsideration of a pre-hearing ruling by the Decision Maker based on any new information or testimony offered at the hearing. The Decision Maker must document and share with each party their rationale for any exclusion or inclusion at a pre-hearing meeting.

The Decision Maker, **only** with full agreement of the 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 investigation report or during the hearing.

At each pre-hearing meeting with a party and their Advisor, the Decision Maker will consider arguments that evidence identified in the final investigation report as relevant is, in fact, not relevant. Similarly, evidence identified as directly related but not relevant by the Investigator(s) may be argued to be relevant. The Decision Maker may rule on these arguments pre-hearing and will exchange those rulings between the parties prior to the hearing to assist in preparation for the hearing. The Decision Maker may consult with legal counsel and/or the Title IX Coordinator or ask either or both to attend pre-hearing meetings.

The pre-hearing meeting(s) will not be recorded. The pre-hearing meetings may be conducted as separate meetings with each party/Advisor, with all parties/Advisors present at the same time, remotely, or as a written-only exchange. The Decision Maker will work with the parties to establish the format.

## Hearing Procedures

At the hearing, the Decision-maker has the authority to hear and make determinations on all allegations of sexual harassment and/or retaliation and may also hear and make determinations on any additional alleged policy violations that occurred in concert with the sexual harassment and/or retaliation, even though those collateral allegations may not specifically fall within the Title IX Policy.

Participants at the hearing will include the Decision Maker, the Investigator(s) who conducted the investigation, the parties, Advisors to the parties, any called witnesses, and anyone providing authorized accommodations, interpretation, and/or assistive services.

The Decision Maker will answer all questions of procedure.

Anyone appearing at the hearing to provide information will respond to questions on their own behalf.

The Decision Maker will allow witnesses who have relevant 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. The Investigator(s) will remain available for the duration of the hearing.

## Joint Hearings

In hearings involving more than one Respondent and/or involving more than one Complainant who has accused the same individual of substantially similar conduct, the default procedure will be to hear the allegations jointly.



However, the Title IX Coordinator may permit the investigation and/or hearings pertinent to each Respondent or complaint to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each Respondent and/or for each complaint with respect to each alleged policy violation.

## The Order of the Hearing

### INTRODUCTIONS AND EXPLANATION OF PROCEDURE

The Decision Maker explains the procedures and introduces the participants. This may include a final opportunity for challenge or recusal of the Decision-maker based on bias or conflict of interest. The Decision Maker will rule on any such challenge unless the Decision Maker is the individual who is the subject of the challenge, in which case the Title IX Coordinator will review the challenge and decide.

The Title IX Coordinator then conducts the hearing according to the hearing script. At the hearing, recording, witness logistics, party logistics, curation of documents, separation of the parties, and other administrative elements of the hearing process are managed by a member of the Title IX Team appointed by the Title IX Coordinator.<sup>14</sup>

The Title IX Coordinator may attend to: logistics of rooms for various parties/witnesses as they wait; flow of parties/witnesses in and out of the hearing space; ensuring recording and/or virtual conferencing technology is working as intended; copying and distributing materials to participants, as appropriate, etc.

### INVESTIGATOR PRESENTATION OF FINAL INVESTIGATION REPORT

The Investigator(s) will present a summary of the final investigation report, including items that are contested and those that are not, and will be subject to questioning by the Decision-maker and the parties (through their Advisors). The Investigator(s) will be available during the entire hearing process.

Neither the parties nor the Decision-maker should ask the Investigator(s) their opinions on credibility, recommended findings, or determinations, and Advisors and parties will refrain from discussion of or questions for Investigators about these assessments. If such information is introduced, the Decision Maker will direct that it be disregarded.

### TESTIMONY AND QUESTIONING

Once the Investigator(s) present(s) the report and respond(s) to questions, the parties and witnesses may provide relevant information in turn, beginning with the Complainant, and then in the order determined by the Decision Maker. The hearing will facilitate questioning of parties and witnesses by the Decision-maker and then by the parties through their Advisors.

All questions are subject to a relevance determination by the Decision Maker. The Advisor, who will remain seated during questioning, will pose the proposed question orally, electronically, or in writing (orally is the default, but other means of submission may be permitted by the Decision Maker upon request if agreed to by all parties and the Decision Maker), the proceeding will pause to allow the Decision Maker to consider the question (and state it if it has not already been stated aloud), and the Decision Maker will determine whether the question will be permitted, disallowed, or rephrased.

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<sup>14</sup> If not conflicted out by previous involvement, the Title IX Coordinator may serve as the hearing facilitator/case manager.

The Decision Maker may invite explanations or persuasive statements regarding relevance with the Advisors if the Decision Maker so chooses. The Decision Maker will then state their decision on the question for the record and advise the party/witness to whom the question was directed, accordingly. 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 on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), or abusive. The Decision Maker has final say on all questions and determinations of relevance. The Decision Maker may consult with legal counsel on any questions of admissibility. The Decision Maker may ask Advisors to frame why a question is or is not relevant from their perspective but will not entertain argument from the Advisors on relevance once the Decision Maker has ruled on a question.

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, or refer them to the Title IX Coordinator, and/or preserve them for appeal. If bias is not in issue at the hearing, the Decision Maker should not permit irrelevant questions that probe for bias.

## Refusal to Submit to Questioning; Inferences

Any party or 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. The Decision-maker can only rely on whatever relevant evidence is available through the investigation and hearing 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 submit to cross-examination or answer other questions.

## Hearing Recordings

Hearings (but not deliberations) are recorded by Cedar Crest College for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted.

The Decision-maker, the parties, their Advisors, and appropriate administrators of Cedar Crest College will be permitted to review the recording or review a transcript of the recording, upon request to the Title IX Coordinator. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

## Deliberation, Decision-making, and Standard of Proof

The Decision-maker will deliberate in closed session to determine whether the Respondent is responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used.

When there is a finding of responsibility on one or more of the allegations, the Decision-maker may then consider the previously submitted party impact and/or mitigation statement(s) in determining appropriate sanction(s). The Decision Maker will ensure that each of the parties has an opportunity to review any submitted impact and/or mitigation statement(s) once they are submitted.

The Decision-maker will also review any pertinent conduct history provided by the Title IX Coordinator and will recommend the appropriate sanction(s) in consultation with the Title IX Coordinator as required.

The Decision Maker will then prepare a written statement detailing all findings and final determinations, the rationale(s) explaining the decision(s), the evidence used in support of the determination(s), the evidence not relied upon in the determination(s), any credibility assessments, and any sanction(s) or recommendation(s) and rationales explaining the sanction(s) and will deliver the statement to the Title IX Coordinator.

This statement is typically three to five (3-5) pages in length and must be submitted to the Title IX Coordinator within two (2) business days of the end of deliberations unless the Title IX Coordinator grants an extension. If an extension is granted, the Title IX Coordinator will notify the parties.

## Notice of Outcome

Using the deliberation statement, the Title IX Coordinator will work with the Decision Maker to prepare a Notice of Outcome letter. The Title IX Coordinator will then share the letter, which includes the final determination, rationale, and any applicable sanction(s), with the parties and their Advisors within 7 business days of receiving the deliberation statement.

The Notice of Outcome will be shared with the parties simultaneously. Notification will be made in writing and may be delivered by one or more of the following methods: emailed to the parties' Cedar Crest College-issued email or otherwise approved account. Once emailed, notice will be presumptively delivered.

The Notice of Outcome will articulate the specific alleged policy violation(s), including the relevant policy section(s), and will contain a description of the procedural steps taken by Cedar Crest College from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

The Notice of Outcome will specify the finding for each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent Cedar Crest College is permitted to share such information under state or federal law; any sanction(s) issued which Cedar Crest College is permitted to share according to state or federal law; and whether remedies will be provided to the Complainant to ensure access to Cedar Crest College's educational or employment program or activity.

The Notice of Outcome will also include information on when the results are considered final by Cedar Crest College, will note any changes to the outcome and/or sanction(s) that occur prior to finalization, and the relevant procedures and bases for appeal.

## Rights of the Parties (See [Appendix B](#))

## Sanctions

Factors considered when determining a sanction/responsive action 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 sexual harassment and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of sexual harassment and/or retaliation
- The need to remedy the effects of the sexual 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 is feasible, 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.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a grievance process at any time, and/or referring that information to another process for resolution.

### STUDENT SANCTIONS

The following are the common sanctions that may be imposed upon students singly or in combination:<sup>15</sup>

- *Warning:* 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.
- *Probation:* A written reprimand for violation of institutional policy, providing for more severe disciplinary sanctions in the event that the student or organization is found in violation of any institutional policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- *Suspension:* Termination of student status for a definite period of time not to exceed two years and/or until specific criteria are met. Students who return from suspension are automatically placed on probation through the remainder of their tenure as a student at Cedar Crest.

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<sup>15</sup> Recipient policies on transcript notation will apply to these proceedings.

- *Expulsion*: Permanent termination of student status and revocation of rights to be on campus for any reason or to attend Cedar Crest College-sponsored events. *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*: 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.

### STUDENT ORGANIZATION SANCTIONS

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

- *Warning*: 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.
- *Probation*: A written reprimand for violation of institutional policy, providing for more severe disciplinary sanctions in the event that the organization is found in violation of any institutional policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social and event privileges, denial of Cedar Crest College funds, ineligibility for honors and awards, restrictions on new member recruitment, no-contact orders, and/or other measures deemed appropriate.
- *Suspension*: Termination of student organization recognition for a definite period of time not to exceed two years and/or until specific criteria are met. During the suspension period, a student organization may not conduct any formal or informal business or participate in Cedar Crest College-related activities, whether they occur on or off campus. Re-recognition is possible but not guaranteed and will only be considered after the end of the suspension period and based on meeting all re-recognition criteria and obtaining clearance from Cedar Crest College.
- *Expulsion*: Permanent termination of student organization recognition and revocation of the privilege to congregate and conduct business on campus as an organization for any reason.
- *Loss of Privileges*: Restricted from accessing specific Cedar Crest College privileges for a specified period of time.
- *Other Actions*: In addition to or in place of the above sanctions, Cedar Crest College may assign any other sanctions as deemed appropriate.

### EMPLOYEE SANCTIONS/RESPONSIVE/CORRECTIVE ACTIONS

Responsive actions for an employee who has engaged in sexual harassment and/or retaliation include:

- *Verbal or Written Warning*
- *Performance Improvement Plan/Management Process*
- *Enhanced Supervision, Observation, or Review*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Reassignment*
- *Delay of (or referral for delay of) Tenure Track Progress*
- *Assignment to New Supervisor*
- *Restriction of Stipends, Research, and/or Professional Development Resources*
- *Suspension/ Administrative Leave with Pay*
- *Suspension/ Administrative Leave without Pay*
- *Termination*
- *Other Actions:* In addition to or in place of the above sanctions/responsive actions, Cedar Crest College may assign any other responsive actions as deemed appropriate.

## Withdrawal or Resignation Before Complaint Resolution

### STUDENTS

Should a Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution. Should a student Respondent permanently withdraw from Cedar Crest College, the Resolution Process typically ends with dismissal, as Cedar Crest College has lost primary disciplinary jurisdiction over the withdrawn student. However, Cedar Crest College may continue the Resolution Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged sexual harassment 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 sexual harassment and/or retaliation. The student who withdraws or leaves while the process is pending may not be eligible to return to Cedar Crest College, until the pending process has been completed. A hold will be placed on the Respondent's record indicating that the Respondent should contact the Dean of Student's Office.

If the student Respondent only withdraws or takes a leave for a specified period of time (e.g., one semester or term), the Resolution Process may continue remotely and, 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.

### EMPLOYEES

Should an employee Respondent resign with unresolved allegations pending, the Resolution Process

typically ends with dismissal, as Cedar Crest College has lost primary disciplinary jurisdiction over the resigned employee. However, Cedar Crest College may continue the Resolution Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged sexual harassment and/or retaliation.

Regardless of whether the complaint matter 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 contributed to the alleged violation(s), and any ongoing effects of the alleged sexual harassment and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for academic admission or rehire with Cedar Crest College unless and until the allegations are resolved. The records retained by the Title IX Coordinator and Human Resources will reflect that status.

All Recipient responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

## Appeals

Any party may submit a written request for appeal (“Request for Appeal”) to the Title IX Coordinator within 3 business days of the delivery of the Notice of Outcome.

A single Appeal Decision-maker will Chair the appeal. No Appeal Decision-maker will have been previously involved in the Resolution Process for the complaint, including in any dismissal appeal that may have been heard earlier in the process.

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

### GROUND FOR APPEAL

Appeals are limited to the following grounds:

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

If any of the grounds in the Request for Appeal do not meet the grounds in this Policy, that request will be denied by the Appeal Decision Maker and the parties and their Advisors will be 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 Appeal Decision Maker will notify all parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the original Decision-maker.



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

The non-appealing party (if any) may also choose to appeal at this time. If so, that will be reviewed to determine if it meets the grounds in this Policy by the Appel Decision Maker and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator(s) and/or original Decision-maker(s), as necessary, who will submit their responses, if any, within 5 business days. Any such responses will be circulated for review and comment by all parties. If not approved, the parties will be notified accordingly, in writing.

Neither party may submit any new requests for appeal after this time period. The Appeal Decision Maker will collect any additional information needed and all documentation regarding the approved grounds for appeal, and the subsequent responses and the Appeal Decision Maker will render a decision within no more than 7 business days, barring exigent circumstances. All decisions apply the preponderance of the evidence.

A Notice of Appeal Outcome will be sent to all parties simultaneously. The Notice of 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 state or federal law, and the rationale supporting the essential findings to the extent Cedar Crest College is permitted to share under state or federal law.

Notification will be made in writing and may be delivered by one or more of the following methods: in person, emailed to the parties' Cedar Crest College-issued email or otherwise approved account. Once emailed and/or received in-person, notice will be presumptively delivered.

### SANCTIONS STATUS DURING THE APPEAL

Any sanctions imposed as a result of the hearing are stayed (i.e.: not implemented) during the appeal process. Supportive measures may be reinstated, subject to the same supportive measure procedures above.

If any of the sanctions are to be implemented immediately post-hearing, 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 48 hours of implementation. If the original sanctions include separation in any form, Cedar Crest College may place a hold on official transcripts, diplomas, graduations, course registration, etc. pending the outcome of an appeal. The Respondent may request a stay of these holds from the Title IX Coordinator within two (2) business days of the notice of the sanctions. The request will be evaluated by the Title IX Coordinator or designee, whose determination is final.

### APPEAL CONSIDERATIONS

- Appeals are not intended to provide for a full re-hearing (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record



of the original hearing and pertinent documentation regarding the specific grounds for appeal.

- Decisions on appeal 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.
- An appeal is not an opportunity for an Appeal Decision-maker to substitute their judgment for that of the original Decision-maker merely because they disagree with the finding and/or sanction(s).
- The Appeal Decision-maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation will be maintained.
- Appeals granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker for reconsideration.
- Once an appeal is decided, the outcome is final: further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new hearing).
- In rare cases where an error cannot be cured by the original Investigator(s) and/or Decision-maker or the Title IX Coordinator (as in cases of bias), the Appeal Decision-maker may order a new investigation and/or a new hearing with new Pool members serving in the Investigator and Decision-maker roles.
- The results of a new hearing can be appealed, once, on any of the three available appeal grounds.
- In cases that result in reinstatement to Cedar Crest College or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

## Long-Term Remedies/Other Actions

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

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

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Education to the individual and/or the community
- Permanent alteration of housing assignments
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance

- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

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

When no policy violation is found, the Title IX Coordinator will address any remedies 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 and/or Responsive Actions

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

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. If requested, supervisors are expected to enforce completion of sanctions/responsive actions for their employees.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

## Recordkeeping

Cedar Crest College will maintain for a period of seven years following the conclusion of the Resolution Process, records of:

- 1) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation
- 2) Any disciplinary sanctions imposed on the Respondent
- 3) Any remedies provided to the Complainant designed to restore or preserve equal access to Cedar Crest College's education program or activity
- 4) Any appeal and the result therefrom
- 5) Any Informal Resolution and the result therefrom
- 6) All materials used to train Title IX Coordinators, Investigators, Decision-makers, and any person who facilitates an Informal Resolution process. Cedar Crest College will make these training materials publicly available on Cedar Crest College's website.
- 7) Any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual harassment, including:
  - a. The basis for all conclusions that the response was not deliberately indifferent
  - b. Any measures designed to restore or preserve equal access to Cedar Crest College's education program or activity

- c. If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances

Cedar Crest College will also maintain any and all records in accordance with state and federal laws.

## Disability Accommodations in the Resolution Process

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

Anyone needing such accommodations or support should contact the Director Student Accessibility Services or Appropriate HR individual if employee, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

## Revision of this Policy and Procedures

This Policy and procedures supersede any previous policies addressing sexual harassment, sexual misconduct, and/or retaliation for incidents occurring on or after August 14, 2020, under Title IX and will be reviewed and updated annually by the Title IX Coordinator. Cedar Crest College reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

During the Resolution Process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules. The Title IX Coordinator may also vary procedures materially with notice (on the institutional website, with the appropriate effective date identified) upon determining that changes to law or regulation require Policy or procedural alterations not reflected in this Policy and procedures.

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

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

This Policy and procedures are effective August 1, 2025.

BASED ON THE ATIXA 2022 MODEL SEXUAL HARASSMENT POLICIES AND  
PROCEDURES

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