

**THE INSTITUTE FOR THE INTERNATIONAL EDUCATION OF STUDENTS (“IES”)  
33 North LaSalle Street, 15<sup>th</sup> Floor, Chicago, Illinois 60602-2602**

**WAIVER AND AGREEMENT FOR STUDENTS OF CONTRACTED INSTITUTIONS**

**STUDENT’S NAME AND PERMANENT ADDRESS:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**SCHOOL:** \_\_\_\_\_

**IES CENTER:** \_\_\_\_\_

**PROGRAM DATES:** \_\_\_\_\_

**TO THE STUDENT:**

**YOU AND AT LEAST ONE OF YOUR PARENTS MUST SIGN THIS FORM, AND YOU MUST INITIAL EACH PAGE. IN THE CASE OF GUARDIANSHIP, YOU AND YOUR GUARDIAN MUST SIGN THE AGREEMENT, AND YOUR MUST INITIAL EACH PAGE, AND YOUR GUARDIAN MUST ATTACH EVIDENCE OF COURT APPOINTMENT.**

YOU SHOULD REVIEW THIS DOCUMENT CAREFULLY WITH YOUR PARENT(S) OR GUARDIAN(S). AFTER YOU HAVE SIGNED THIS AGREEMENT, YOU SHOULD MAKE A COPY FOR YOUR FILES, AND RETURN THE ORIGINAL SIGNED COPY TO YOUR HOME SCHOOL REPRESENTATIVE.

**RECEIPT OF THE SIGNED FORM IS A CONDITION OF PARTICIPATION IN THE PROGRAM ORGANIZED BY IES.**

I, \_\_\_\_\_, (name) agree to participate in the international studies program organized in cooperation between \_\_\_\_\_ (School) and IES at the IES Center and for the program dates indicated above (the “Center” and “Program”). In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I have chosen to engage in the Program voluntarily and of my own free will. I have been advised that I may withdraw at any time during my participation in the Program for reasons affecting my health and safety without prejudice to my continued education at my home institution.
2. I understand that I will be assessed charges by IES in addition to the program fee in a case where I am responsible for added costs to the Program, including costs incurred due to supplementary field trips and activities; damage to property; loss of property; excess utility charges; telephone or mobile telephone charges not otherwise covered by the Program; cleaning, should I leave my housing in an unacceptable state; missing library materials; and books purchased through IES.
3. I agree to comply with all IES student policies, which are included as an attachment to this document; policies of the IES Center(s) at which the Program is based; policies of my home institution as they apply to the Program; rules or regulations stipulated by IES staff or faculty; and all laws of my host country/countries. I understand that IES may take disciplinary action against me as IES sees fit, including expulsion from the Program, if in the view of IES, my home school, or the government of the country or countries in which the Program takes place, I violate any IES student policy; am detrimental to myself, to the Program and/or to other participants from an academic, moral, legal, or disciplinary standpoint; offend against local laws or customs; or act in ways that are detrimental to my safety or well-being, or the safety or well-being of others.

4. I understand that IES reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of IES, be determined to impede or obstruct the progress of the Program in any way, and I understand that I will be solely responsible for any costs associated with dismissal from the Program. I understand that IES has the prerogative to inform my parents and/or home college at any time about any misconduct on my part.
5. I have made or agree to make available to IES accurate and complete physical and mental health information and any other personal data that is necessary in planning for a safe and healthy study abroad experience. I have consulted with a medical doctor about any personal medical needs, and affirm that there are no health-related reasons or problems that would preclude or restrict my participation in the Program.
6. I understand that, although IES will attempt to maintain the Program as organized, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither IES nor its agents or employees shall be responsible or liable for any expenses or losses that I may sustain because of these changes.
7. I understand that any foreign study and travel may substantially increase my risk of physical or emotional injury or death or damage to property. I understand that foreign study and travel may expose me to risk of injury or death due to, among other things transportation irregularities, terrorism, piracy, banditry or other criminal activity; unsanitary conditions; ill effects of unfamiliar food and/or drink; different standards of design, safety and maintenance of buildings, public places and conveyances; disease; chemical or biological attacks; language barriers; political unrest including possible armed conflict; problems arising from visa, passport, or work requirements or irregularities; inadequate or unavailable medical treatment and facilities; natural disasters such as seismic or volcanic activity, floods and storms; and/or natural hazards posed by fauna and flora. I understand that this is a non-exhaustive list of the many risks to which I may be exposed by engaging in a foreign study program. I have made my own independent investigation of these conditions and accept any risks. I hereby release and promise not to sue IES, its employees or its agents for any damages or injury, including death, caused by, deriving from, associated with, or occurring during my participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees or agents of IES.
8. I understand that laws and customs with respect to alcohol differ from the U.S., or from my home country if other than the U.S., in the country or countries where I will be studying or visiting on trips organized by IES. I understand that alcohol will be available to me according to the laws and customs of the country or countries where I am studying and visiting, and that it may be served to me at IES events or in housing located for me by IES in accordance with local custom. I acknowledge that it is my personal responsibility not to abuse alcohol and always to consume alcohol responsibly. I accept responsibility for any actions or risks that I engage in while under the influence of alcohol or other drugs. I hereby release IES, its employees and its agents from responsibility for any damages or injury, including death, caused by, deriving from, associated with, or occurring during my participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees or agents of IES.
9. I understand that unless otherwise expressly stated, I am solely responsible for arranging all travel and accommodations in connection with my foreign travel during my participation in the Program, and I hereby represent that I rely voluntarily and at my own risk on the assistance or information, if any, provided by IES, its employees or its agents, including assistance or information relating to visa and passport applications, safety tips, travel conditions, travel arrangements, cultural norms or etiquette, business etiquette, political developments, immigration formalities or restrictions, geography, evacuation and repatriation, insurance, banking, accommodations, and local transportation.

10. I understand that I have the option to choose housing located by IES as a service to its students, if included in the Program, or to choose housing that I locate myself, if allowed by the Program. Should I choose housing located by IES, I acknowledge that IES does not act as an agent for my housing nor does IES assume any responsibility for my housing choices. I understand that IES reserves the right to relocate me at any time and for any reason, with or without notice, within housing located by IES. I understand that I may forfeit housing located by IES if I violate IES policies. I acknowledge and accept the potential risks in any housing situation including risks from fire, theft, robbery, assault, and food poisoning. I understand that IES does not insure any of my property at any time.
11. I recognize that IES exercises no control over foreign educational institutions, and that if the Program provides for enrollment in such an institution, I am subject to the regulations of that institution and that IES shall, therefore, have no responsibility for decisions made or actions taken by such institutions respecting discontinuation or alteration of courses, fluctuation of fees, changes of teachers or other academic or disciplinary matters affecting me.
12. Should the Program include an internship, field placement, or service learning, I acknowledge that should I participate in any of these options, IES does not assume responsibility for any potential risks while I am participating in the internship, field placement, or service learning.
13. Should I require emergency medical treatment as a result of an accident or illness arising during the Program, I consent to such treatment without further consent.
14. I agree that IES has no responsibility for me should I absent myself from the Program or travel independently.
15. I agree that, in the event of an emergency or in the interest of my safety and well-being, my family may be contacted, notwithstanding any requirement of law to the contrary.
16. I agree to pursue with diligence the course of studies in the Program, to attend classes regularly, and to comply in all respects with the academic and disciplinary regulations of IES, my home institution, and any host country institution in which I may enroll. I understand that I may be dismissed at any time, at my own expense, for failure to prepare for or attend classes.
17. I acknowledge that in no event and under no circumstances shall the liability of IES for any act or for any failure to act on the part of IES exceed the amount that I have paid for the Program.
18. I agree that by my signature below, I authorize IES to use, as it deems appropriate, my name and personal information including my age, birth date, hometown, educational background and institutional affiliations, and any photographs or written testimonials that I submit to IES. I understand that this authorization specifically includes publication of such information by IES in promotional literature and disclosure to the media, and I waive any and all rights that I might have to compensation for such use. I also waive any and all rights that I might have in such information. This consent to publicity does not authorize IES to publicly disclose medical or financial information that I have submitted to IES in preparation for my participation in the Program. Medical and financial information is considered confidential and its use and disclosure shall be governed by IES's policies and practices on confidential information.
19. I agree that the provisions of this waiver shall automatically be extended should I enroll in an IES program at the same Center or another Center subsequent to the Program.
20. I represent that my agreement to the provisions herein is wholly voluntary, and I understand that, prior to signing this waiver, I have the right to consult with the adviser, counselor, or attorney of my choice.
21. I agree that this waiver represents my complete understanding with IES concerning IES's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with IES on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

- 22. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.
- 23. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur exclusively in the courts of, and be determined by the laws of, the State of Illinois.

**SIGNED:**

**INSTITUTE FOR THE INTERNATIONAL EDUCATION OF STUDENTS**



\_\_\_\_\_  
 Authorized IES Representative  
 Michael Steinberg  
 Executive Vice President  
 Director of Academic Programs

July 12, 2007  
 Date

**STUDENT**

**By my signature, I express my complete concurrence with this agreement.**

\_\_\_\_\_

Signature of Student

\_\_\_\_\_

Date

\_\_\_\_\_

Student Name (Printed)

\_\_\_\_\_

Date of Birth

**STUDENT'S PARENT(S) OR GUARDIAN**

**By my/our signature(s), I/we affirm that I/we have read this waiver and release agreement, and have discussed its contents with my/our student. By my/our signature(s), I/we express my/our complete concurrence with this agreement.**

\_\_\_\_\_

Signature of Parent

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Parent or Guardian

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Parent or Guardian

\_\_\_\_\_

Date

## AUTHORIZATION FOR RELEASE OF INFORMATION

I, \_\_\_\_\_, a person of legal majority, have been accepted by the Institute for the International Education of Students (“IES”) to participate in an international study abroad program (“the Program”). Throughout the Program, I acknowledge that I will remain a student at the college or university I am currently attending (“my Home Campus”). I also may or may not be enrolled simultaneously in IES and/or educational institutions abroad (“the Overseas Campus”). I hereby authorize employees, agents and representatives of IES, my Home Campus, the Overseas Campus, health care providers and others who, in the sole discretion of IES, have a need-to-know said information to share information and materials from my academic and education records with one another, and also to communicate with one another and with my parents or legal guardian concerning any emergency, medical, academic, disciplinary, legal or health related issue involving or related to me, or to any conduct, misconduct, alleged misconduct, student disciplinary proceeding(s), academic proceedings(s), or legal proceedings(s) involving or relating to me in any manner. I, the undersigned student, understand that I may revoke this authorization and other rights conveyed in this paragraph. Any such revocation must be in writing and delivered to IES in order to be effective. This Authorization shall expire upon my separation from IES, the Overseas Campus or my Home Campus, whichever occurs last, except with respect to any information or materials that have already been shared or exchanged pursuant to this Authorization prior thereto. A photocopy of the above Authorization shall have the same effect as the original executed copy hereof.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Date

**This page must be signed and dated and included with the rest of this document.  
Your waiver will be considered incomplete without this signed page.**

## ATTACHMENT

### IES STUDENT POLICIES

Students participating in an IES program are expected to take responsibility for their own actions or failure to act, and IES staff and faculty will hold students accountable for the same. The IES Code of Student Responsibility includes policies based on the premise that students are adults and guests abroad. Students are expected to abide by the IES code and the laws and customs that govern the host country where students are studying. Students are legally subject to the same laws and regulations that govern the host country's citizens, and any other laws that are applicable to you as a foreign citizen in the host country.

As an academic institution, the members of the IES community are expected to respect the rights and dignity of other students, staff, faculty, community members of host institutions and the citizens at large. Students must take responsibility for acting in ways that demonstrate respect for themselves and others, and recognize that they represent IES and their country for the duration of their time in the IES program.

IES holds students responsible for knowing the policies as set forth in this handbook and in the catalogue for your program, and those posted as needed on official bulletin boards. These policies exist to facilitate the educational process and to ensure a safe, fair and successful experience for students. Ignorance of the policies is not an acceptable excuse for policy violation.

IES students, who are participating in host university programs exclusively, are subject to the rules of conduct, academic procedures, academic honor codes, and student disciplinary procedures of the respective universities primarily, in addition to the IES code secondarily. For students enrolled in both IES courses and local university courses, the local university codes apply and take precedence over IES codes with regard to violations that are within the local universities' jurisdiction. Otherwise the IES code is in place. For all other students, the IES policies are in force, and the IES procedures must be followed regarding any violations of conduct or academic regulations. This does not prevent further actions being taken by students' home schools with regard to any violations.

### IES CODE OF STUDENT CONDUCT

Students who participate in IES programs are representatives of IES at all times while they are enrolled. As a result, any student who engages in conduct unbecoming of an IES student will be violating this code and will be subject to appropriate review and sanctions, up to and including removal from the program. Information regarding students who violate IES policies will be provided to the students' home schools and may be provided to their parents.

The following code of student conduct is in effect in addition to any other university jurisdiction that may be in effect. The following are prohibited:

- Violence against others. This is defined as striking or doing any other physical harm to another.
- Verbal abuse of faculty, staff, students, or representatives from IES partner organizations.
- Willful or malicious maligning of members of the broad IES community.
- Obstruction of classes at the Institute or local universities, or obstruction of other IES activities.
- Damage to Institute property, property of host universities, residence halls, host families, apartments, facilities used by IES, or of fellow students.
- Vandalism at IES Centers or facilities used by IES, the host universities, Center-located residences or of institutional members' property.
- Possession and/or use of firearms or other dangerous weapons.
- Possession or use of fireworks, incendiary devices, or dangerous explosives.
- Theft.
- Unauthorized entry to or use of Institute facilities, equipment, or technology or host university/partners' facilities, equipment, or technology.
- Use of IES technology for any illegal or inappropriate purpose as outlined in the IES Information Technology Policy.
- Disorderly, lewd, indecent or obscene conduct, gestures or actions.
- Behavior that is disturbing or distressing to students, staff, or faculty.
- Violations of residential guidelines and/or rules, including, but not limited to unauthorized overnight guests, excessive noise, rowdy conduct and drunkenness.
- Forgery or alteration of IES documents, identification instruments or legal or government documents or identification instruments or use of IES documents or other documents with the purpose to defraud.
- Criminal behavior or violation of local laws.

- Conduct unbecoming to an IES student including but not limited to violating any policies contained in this handbook and/or the Center's handbook and/or the Form of Agreement/Waiver for Students of Contracted Institutions.
- Failure to follow the IES established guidelines, directives, timetables and instructions of the IES staff or faculty members.
- Obtaining unauthorized access to, viewing of, copying or distributing confidential IES academic, administrative or personal records.
- Falsification of or alteration of academic or personal records, including, but not limited to any unauthorized alteration of transcripts, grade reports, medical report form or any verbal or written misrepresentation of student records, falsification or unauthorized alteration of any portion of the application for admission or financial aid or other official documents required for participation in an IES program.
- Harassment of any person not limited to members of the IES community Harassment is defined as any act or behavior that demeans, slurs, intimidates, or stereotypes an individual or group. This includes but is not limited to oral and written remarks, illustrations, innuendoes, and physical gestures or actions.
- Stalking of any person not limited to members of the IES community. Stalking is defined as the willful and unsolicited following or harassing of another person. This includes but is not limited to excessive and unsolicited telephone calls, visits, mailings, e-mails, text messages, blogs, instant messages, newsroom comments, or any other electronic means of contact, following and/or threatening another person or his/her acquaintances, observing another person or a person's acquaintances from a distance, trespassing, or vandalizing the property of the person or the person's acquaintances.
- Violation of any requirements contained in the student's Waiver for Students of Contracted Institutions or his/her Form of Agreement.
- Permanent or temporary diversion of academic materials needed by other students, including unauthorized removal of library materials, audio-visual materials or technological materials.
- Self-endangerment, including involvement in activities or behavior that could result in personal harm, including, but not limited to frequenting dangerous places, association with criminals, self destructive behavior, including failure to maintain and monitor personal health at a stable level, extreme intoxication, repeated intoxication, etc.
- Alcohol or drug policy violations.
- Sexual harassment policy violations.

## JUDICIAL PROCEDURES

Should a violation of the Student Code of Responsibility occur, an investigation of the circumstances will follow; the student(s) involved will participate in an Administrative Review. The procedures for conducting Administrative Reviews are as follows:

- Students will be notified verbally and/or in writing by the appropriate staff member of the incident/violation that is charged against them and of the time and place of the Review procedure.
- At the Review, students will be informed of all the information that has been reported about the incident/violation in question. Generally, this information will all be in writing.
- At the Review, students may present any relevant information, including written statements from witnesses. The person conducting the Review will determine relevancy to the case.
- Students may be accompanied by a third party if they choose, but that party may not be legal counsel, as this is not a court of law, but rather an institutional procedure.
- The Hearing Officer will have the accused discuss his/her involvement in the Incident in question. If the student admits to the behavior, the causes and circumstances will be discussed, and appropriate sanctions will be determined based on all the available information.
- If the accused student denies involvement in the violation/incident, the discussion will focus on the available reports and other relevant information. The Hearing Officer will make a final determination as to whether the accused student did or did not violate the code or policy in question based on the available information and evidence regarding the incident. The Hearing Officer has up to two working days to render a final decision in each case, unless there is a need for further investigation. In those cases, the student will be notified within two working days that a delay will occur for further investigation, which will be conducted in a timely fashion. Students will be notified in writing, as soon as possible after a decision has been reached. Sanctions for violations are in effect as soon as the student has been notified either verbally or in writing, whichever comes first.

### *Administrative Review*

The accused student(s) will have the opportunity to meet with the Director or his/her designee to review what was reported. The student will then have the opportunity to explain him/her self and his/her actions with regard to the incident in question. The Director will consider any student comments and make a decision based on the available information regarding his/her responsibility for the incident/violation. If the student is found responsible, the Director will determine an appropriate sanction for violations.

NOTE: Should an offense be discovered at the end of the program or after a student has left the program, IES reserves the right to notify the home institution to handle the review of said case. In this situation, all documentation and pertinent information on the case will be forwarded to the accused student's home institution for appropriate judicial action.

### ***Interim Suspension***

PLEASE NOTE: In the case of egregious behavior or for the sake of safety, the Center Director has the authority to immediately remove any student from his/her residence and/or the program until a hearing can occur.

### ***Appeals***

Students have the right to request an appeal of a decision made by a Center Director (or designee). All student appeals are directed to the IES Dean of Students.

In order for there to be an appeal, the student must demonstrate grounds by determining that at least one of the three reasons for appeal exist:

- There were procedural errors that substantially affected the rights of the student.
- New information has been discovered that could not have been presented at the original hearing and that is of a character directly affecting the decision.
- The sanction was excessive.

If one of the reasons for an appeal is met, the student may submit a written appeal to the IES Dean of Students within 5 days of being notified of a decision. The student may give the appeal request to the Center Director who will fax the appeal to the Dean of Students (or designee) in Chicago. The student may also fax the appeal directly to the Dean of Students at 312-944-1448.

Note: All sanctions remain in effect until any appeals have been considered and responded to in writing.

Initial review of the merits of an appeal is based on the content of the written request and the written record and may include consultations with Center Staff and other involved individuals. **Initial review does not include a hearing, as not all appeal requests will meet the grounds required to grant an appeal hearing.**

If an appeal is granted, the student will be afforded an opportunity to present the basis for it via the phone. The student may be accompanied by a third party on the phone, providing that party is not legal counsel. The Dean of Students will review the record and consult with people regarding pertinent information to the extent necessary to decide the appeal. It should be noted that the burden of proof in an appeal shifts to the student. An appeal is *not* a rehearing of the case. In any appeal, the Dean of Students, after hearing the appeal, may deny any change in the finding or sanction(s), modify the finding and maintain the sanction(s), allow the finding to stand and reduce the sanction(s), modify the finding and reduce the sanction(s), or vacate the finding in whole or in part.

### ***Sanctions***

All sanctions are designed to be educational, with student growth in mind. Sanctions can take a variety of forms, and can be issued in combination, depending on the violation in question.

- **Written warning:** This is a reprimand for a specific violation.
- **Notification** of home institution and parents of any violation.
- **Restitution/Fine:** This involves charges to be paid for damages, theft, or penalty.
- **Community Education or Service:** This involves students being required to produce an educational task or to provide service to a group as assigned for a limited period of time. These efforts will generally relate to the violation in question.
- **Loss of Privileges:** This means that a student's privileges to use facilities or to participate in activities or events will be withdrawn permanently or for a period of time.
- **Housing termination:** This means that a student may be required to leave the residential facility where he or she was living and obtain housing accommodations on his or her own. No refunds will be provided.
- **Disciplinary probation:** This is a notification that any further violation within a stated period of time will result in dismissal from the program.
- **Dismissal:** This means permanent termination of student status from the program.

### **Student Privacy Rights Policy**

As a consortium, IES is not required to follow the full application of FERPA, The Family Educational Rights and Privacy Act, (1974) that is common on U.S. campuses. The student contract to participate in an IES program articulates the particular privacy rights you will be afforded by IES. Students should refer to their contract/form of agreement for specific information, but an adapted version of those rights is provided below.

IES students authorize employees, agents and representatives of IES, the Home Campus, the Overseas Campus, health care providers and others who, in the sole discretion of IES, have a need-to-know information to share information and materials from the students academic and education records with one another, and also to communicate with one another and with the student's parents or legal guardian concerning any emergency, medical, academic, disciplinary, legal or health related issue involving or related to the student, or to any conduct, misconduct, alleged misconduct, student disciplinary proceeding(s), academic proceedings(s), or legal proceedings(s) involving or relating to the student in any manner. The student's privacy rights will expire upon the student's separation from IES, the Overseas Campus or the student's Home Campus, whichever occurs last, except with respect to any information or materials that have already been shared or exchanged.

In accordance with the student's contract/form of agreement, IES, at its discretion, may also provide to others directory information about students. Directory information includes: name, permanent address, name of parent(s)/guardians(s), local address, local telephone number, e-mail address, dates of enrollment, majors, minors, concentrations, adviser, awards/honors/scholarships, and activities.

Students may revoke authorization for IES to share directory information by writing the IES Dean of Students within three (3) weeks of being admitted to an IES program. This request must be faxed or sent by mail and signed and dated by the student. E-mail requests for restrictions on directory information will not be accepted. The Dean of Students fax number is 312-944-1448. The mailing address is 33 North LaSalle Street, 15<sup>th</sup> Floor, Chicago, Illinois 60602-2602.

## **IES ALCOHOL AND OTHER DRUG POLICY**

Alcohol may be consumed, but not abused, by students who are of legal age in their host countries. Students who choose to consume alcohol do so with the knowledge that they remain responsible for their actions at all times. IES prohibits the illegal distribution of alcohol to students who are not of legal drinking age in their host countries. IES prohibits the unlawful use of alcohol in any of its facilities and at any of its activities. IES will impose serious sanctions on any student who commits an alcohol infraction, including drunkenness and/or any abuse of alcohol. Specific sanctions from the host country for alcohol related legal violations may also occur; details are available at the Center office. IES does not encourage the use of or condone any drinking patterns or behaviors that are detrimental to the health and welfare of the individual, the IES community, or the community at large.

Possession, use or distribution of any substances that are considered by host country law to be illicit or illegal drugs or controlled substances is prohibited. Specific sanctions from the host country for illegal drug use are available at the Center office. Students are cautioned that the possession of drugs is often dealt with harshly by local, host country law enforcement. NOTE: Any alcohol or other drug infraction will be considered a grave violation of policy and will result in serious sanctions, up to and including dismissal from the program.

The use of illegal drugs and the abuse of alcohol are seriously detrimental to one's health and well being. IES urges students involved with either of these situations to obtain the necessary assistance from medical professionals and counselors. Information is available at the Centers that suggests possible treatment and assistance locations providing alcohol detox and drug rehabilitation, as well as the associated counseling.

## **IES ACCEPTABLE USE OF IES COMPUTER & NETWORK SYSTEMS (INFORMATION TECHNOLOGY POLICY)**

The IES Student Acceptable Use Policy is a work designed to lay a foundation for a strong commitment to access to technology for students while protecting both students and IES from malicious actions.

The scope of this document is in regard to any and all technologies at work at IES facilities worldwide by any member of the IES community. These resources are to support the work of faculty, staff and students only. These resources consist of computer networks, computers, workstations, telephones, fax machines, copiers, printers and scanners. Users must, at all times, adhere to any and all policies in the operations of these resources.

Authorized personnel may use any or all of the resources specified above to purposes related only to instruction, coursework, research and administration. These resources are not to be used for commercial or reseller purposes if not directly related to the mission of IES. These resources are not to be used for improper or illegal purposes, including unlicensed use of software, intent to breach security, chain letters and introduction of computer viruses. Access to or transmission of pornographic or sexually explicit images or text is prohibited.

Making use of any IES resource to illegally obtain or distribute any copyright material is strictly prohibited.

Each member of the IES community is responsible for protecting access codes, passwords and other authentication data from non-authorized users. No user may reveal his/her password to any other person.

**Misuse of computing resources includes, but is not limited to the following:**

- Unauthorized access to the resources of the IES computer systems or network (e.g. attempting to log or break into accounts or computers for which you are not authorized). IES computer systems and network are those maintained within IES facilities; including but not limited to IES Headquarters in Chicago, all IES Centers and IES Student Residence Hall or those services rendered for IES by a third party
- Disruption or obstruction of authorized use of the network
- The excessive or unneeded use of IES resources such as staff time, network bandwidth, or computer capacity
- Destroying the integrity of computer-based information
- Unauthorized use, or attempted unauthorized use, of IES's computer systems, computer networks, computer software, data files or computing facilities
- Compromising the privacy of users, including but not limited to misrepresenting or forging identities on, or through the use of, the IES network
- Using IES computer and network systems for personal or commercial purposes unrelated to activities which support, and are consistent with, the educational and business purposes of IES
- Using IES computer or network systems and resources for obscene purposes or in a pervasively profane manner, including but not limited to any use which may bring into public disrepute IES' established identity and image as a serious professional educational institution
- Theft, distribution or reproduction without lawful authority of copies or reproductions of property or subject matter of any kind belonging to another, including but not limited to that which is protected by federal, state, host country or international law governing patent, copyright, trademark, trade names, trade secrets, privacy, publicity, unfair competition, or licensing agreements, together with tampering with computer software or data files belonging to others, or using the resources in such a manner that would cause IES to be the risk of suit, regulatory action, or liability for vicarious or contributory infringement of federal, state, international or host country laws protecting intellectual property, including but not limited to, laws which protect patents, copyright trademarks, trade names, trade secrets, privacy, publicity, unfair competition, or licensing agreements
- Using these resources in a manner, or with the intention, to inflict mental harassment, to intimidate, or to invade the privacy of any particular individual in a manner that is extreme or offensive in the sense of being unacceptable to reasonable members of a civilized society and which, in the case of other students, faculty, staff, administrators or members of the IES community, including all residents of the IES Residence Hall in London, home stay families, other residents or university community members, interferes with their ability to exercise their rights to participate fully in the purpose, mission, education, and life of IES
- Sharing IES account passwords with others, or using networked machines to provide IES network access to people or organizations that do not already have legitimate access
- Using these systems to electronically publish information, including websites and blogs, that violates any section of the IES Student Handbook or any pertinent law regarding slander or copyright. IES requires that all members of the IES community act in a responsible, reasonable, and non-defamatory manner when exercising free speech through digital and all other forms of communication
- Using these resources to post material on behalf of other parties, sharing personal access to IES resources with others, or using personal computers connected to the IES network to mirror another site (i.e., to make a copy of someone else's site)
- Using these resources to threaten any particular individual with violence, to engage in that which naturally and directly tends to provoke acts of violence, or a breach of the peace by the person to whom, individually, the conduct or remarks are addressed
- Using these resources in a manner which violates the laws of the United States of America, the State of Illinois, relevant host country or international law
- Using these resources in a manner that would lead IES to reasonably believe that continued use of its property and resources in such a manner may subject it to the risk of suit, regulatory action, or liability of any kind under the host country, international law, the laws of the United States of America, the State of Illinois, or any U.S. state
- Using these resources for the creation or maintenance of a hostile working or educational environment involving discrimination based on race, color, gender, sexual orientation, religion, national origin, age, veterans' status or disability, whether physical or mental, or which would cause IES reasonably to believe that continued use of its property and resources in such a manner may result in a determination that it is in breach of its legal duty to take reasonable steps to eliminate such attributes, conditions, or vestiges of a hostile educational and business environment

Any individual or group that participates in conduct which adversely impacts IES' pursuit of its educational and business objectives, violates or shows disregard for the rights of individuals within the IES community, or damages property will be

subject to institutional discipline. Officials charged with enforcement of these regulations shall have the authority in execution of such duties to perform such acts as required to maintain the security, well being, and safety of the IES community or any of its members. Disciplinary sanctions will be in accordance with the violation up to and including dismissal from the IES Community.

IES reserves the right to suspend and examine any account or network access at any time it deems fit.

## **IES STUDENT SEXUAL HARASSMENT POLICY**

IES policy promotes a professional learning and work environment in which all persons are treated with dignity and respect. All IES students, staff, and faculty should be able to enjoy an academic and work environment free of any form of harassment, including sexual intimidation and exploitation. Sexual harassment in any form is prohibited and will not be tolerated at any IES location worldwide.

It is the policy of IES that no IES employee or student may sexually harass any other member of the community, within or outside the workplace. IES further prohibits retaliation for filing a complaint of sexual harassment, as required by law.

Sexual harassment is an offence against Title VII of the Civil Rights Act (1964) when it affects employees of IES, and Title IX of the Education Amendments (1972) when it affects students. The above laws list three criteria for determining whether such acts as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment:

- Submission to the conduct is made either an explicit or implicit condition of employment or education
- Academic decisions affecting the individual student, or decisions affecting pay, benefits or advancement opportunities or the lack thereof, or continued employment or termination of the individual employee
- The conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive employment, educational or living environment

IES further recognizes that as an educational institution, an imbalance of power exists between students and faculty/staff. Therefore, IES strives to safeguard students by prohibiting any sexual involvement by faculty/staff with any IES student.

If a complaint of sexual harassment is made, every effort will be made to resolve the situation; appropriate action will be taken. Appropriate corrective action may consist of discipline up to and including termination.

Any conduct of a sexual nature (including verbal conduct) that is offensive to students or employees of IES must be avoided. Sexual harassment may also arise from other forms of conduct such as unwanted demonstrations of affection (hugging, kissing, etc.), unwanted touching, sexual gestures, "off-color" jokes, or suggestive remarks about appearance or grooming. What might seem normal "banter" or "fun" to some could be deeply offensive to others. In any instance of substantiated sexual harassment, IES will take appropriate corrective action. Depending upon the severity of the conduct and prior history, such action may range from counseling to termination of IES' relationship with the offending individual.

The following is a partial list of behaviors that constitute sexual harassment:

- Unwelcome sexual advances or repeated flirtations, whether or not they involve physical touching
- Offering employment or educational benefits in return for sexual favors
- Making or threatening reprisals after negative responses to sexual advances
- Unwelcome whistling, staring, or leering at another person
- Verbal conduct that includes using derogatory comments, epithets, and/or slurs
- Unwelcome sexual jokes
- Unwelcome intentional touching of another person or other unwanted intentional physical contact including patting, pinching or brushing against another person's body, assault, or coerced acts
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual; and/or suggestive or obscene letters, notes, or invitations
- Displaying sexually suggestive objects, pictures, and cartoons
- Conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender or sexual orientation including: jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, and/or blocking of physical movement

Sexual harassment may occur between a student and another student, a student toward a faculty/staff member or a faculty/staff member toward a student.

Internal procedures are in place to respond promptly to complaints by a student or faculty/staff member who believes s/he has been subjected to sexual harassment. The offended student or staff member is encouraged but not required, to promptly tell the person that such conduct is not welcome, is contrary to IES policy, and violates United States federal law.

If a student divulges a sexual harassment problem to an employee of IES, who is not a Resolution Officer, that person is required to promptly report such incidents to a Resolution Officer.

An affected student may need further information and therefore may engage in an informal conversation with the Dean of Students or his/her Center Director regarding questions, concerns about, or clarification of this policy. Formal complaints of sexual harassment by an affected student should be made to either the Dean of Students of the Center Director. Complaints submitted by IES students to the Center Director will be copied to the Dean of Students and vice versa. A full investigation of the complaints will follow in a fair and expeditious manner. Alleged harassers will be provided with a full opportunity to explain and defend their actions. Complaints made against members of the faculty or staff will be shared with the Vice President of Human Resources. Sanctions against anyone who is found to have violated the IES sexual harassment policy will be strictly enforced. Appeals of decisions made by Center Directors will be sent to and decided by the Dean of Students. Appeals of decisions made by the Dean of Students will be sent to and decided by the Executive Vice President for Academic Programs.

Any deliberately false sexual harassment accusations put forward by a student against another member of the IES community will be subject to judicial review and appropriate sanctions.

## **IES ACADEMIC HONOR CODE**

The academic honor code is in effect without adjustment, when no other university jurisdiction is in effect. By enrolling, students agree to abide by the following Academic Honor Code expectations:

Students will approach their academic work with dedication and integrity, understanding that they are responsible for enhancing their own learning through personal effort. Further, students agree to be fully prepared for each class session, abide by the required attendance policy in place for each course in their program and agree to complete at least 15 semester hours of academic work per term.

Students also agree not to engage in academic dishonesty, plagiarism, cheating, use of unauthorized materials or engaging in accessing or distributing confidential academic materials. Specifications of these violations are described below:

**Academic Dishonesty:** Knowingly presenting false or falsified materials or information in any form toward fulfilling any academic assignment.

**Plagiarism:** The act of presenting the ideas or writing of another, as one's own. This includes copying or paraphrasing passages from books, periodicals, the web\*, or other documents without appropriate citations. It may also include copying or paraphrasing the direct or mechanically reproduced statements of others and representing them as one's own.

**Self-Plagiarism:** the submission of one's own course assignments or research papers in whole or in part for one course that are being or have been submitted to other courses at any time. All work submitted for each course must be original work specific to and for that course.

**Cheating:** The act of copying or paraphrasing from the examinations or other written work of current or former students, with or without the knowledge or compliance of the person from whom the materials are copied or paraphrased. Persons who assist cheating by sharing their work are also guilty of cheating.

**Use of unauthorized materials:** The use of any books, papers, notes, or other materials for reference during closed book examinations or other academic exercises unless specifically allowed by the instructor.

**Accessing or distributing confidential academic materials:** Includes obtaining unauthorized access to examination questions or answers and/or distribution of such knowledge or materials to others.

**Attendance: Attendance at all classes and field trips that are part of a course is mandatory unless noted otherwise in the particular syllabus.**

\* Refer to IES Information Technology Policy later in this Code of Student Responsibility for further detail.

## **ACADEMIC HONOR CODE VIOLATIONS REVIEW**

If a student is witness to academic dishonesty, the student must complete an academic dishonesty report and submit it to the faculty member in question.

The student accused will be notified in writing, usually within two working days, that there has been an academic dishonesty charge filed against him/her. He/she will also be notified that the review of the charge of dishonesty will be held at a particular time and place.

The Director and two faculty members who are not involved in the specific case will conduct the review. The review will usually occur within 7 days of the student receiving the hearing notice.

At the review the student will read all details of the charge filed against him/her. The student can present other pertinent information, including written statements from witnesses. A third party, other than legal counsel, may accompany students if they choose. The student will be asked to present their case. If the student admits to the charge, the circumstances of the violation will be discussed and an appropriate sanction will be determined.

If the student denies any wrongdoing, then the parties connected to the incident will provide final statements and leave. The review committee will then consider all existing information, if necessary, gather more data and make a decision.

The student will be notified in writing within two working days of the review board's final decision or its need for further information in order to complete the task. Once a decision is reached, they will notify the students within two working days, in writing, of their decision and, if sanctions are attached what those sanctions are. Whenever sanctions are included in a final decision, the student's school will be notified in writing.

### ***Sanctions***

Sanctions for academic dishonesty include, but are not limited to the following: Warning, reprimand, grade penalty, removal from the course, notification of the home school, community service, probation, suspension, dismissal from the program, or any combination of the above.

### ***Appeals***

Appeals of academic dishonesty review decisions will adhere to the following procedures.

A student may appeal their decision, in writing, within five working days of receiving their review decision. Appeals for Academic Honor Code Violations are made to the appropriate Program Dean in Chicago. Students must submit their appeal to the Center Director within five working days of receipt of their decision. The Center Director will fax the appeal letter to the Program Dean in Chicago. All sanctions remain in effect until any appeals have been considered and responded to in writing.

*NOTE:* If the offense should not be discovered until after the student has departed from the program, there will be a permanent hold placed on the transcript until the incident is investigated. In these cases the student will be required to present their case in writing rather than in person. A schedule of the review procedures will be sent to the student for their submissions.