



Summer Student Rules and Regulations Handbook

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Interpretation of LCWS Policies

The Dean and Executive Director of LCWS interprets all LCWS policies. Each semester's rules and regulations may differ in extreme circumstances, and any email guidance and rules from LCWS staff take precedence over Student Handbook expectations.

Non-Discrimination/Equal Opportunity Statement

LCWS does not discriminate on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit based factors. LCWS is committed to providing an environment for learning, working and living that promotes equal opportunity, inclusion, and non-discrimination for its faculty, staff, students, contractors, and visitors.

Commitment to Diversity

As a consortium of thirteen different institutions, the Lutheran College Washington Semester (LCWS) represents and benefits from a wide-spectrum of identities and viewpoints. Although the campuses are spread across the country and have varying student demographics, all institutions embrace diversity and reject racism and discrimination. It is with this understanding that we affirm our programmatic commitment to diversity, equity, inclusion, and social justice.

Free Expression/Non-Civil Discourse

LCWS aims to prepare students for life after college and to encourage students to become engaged citizens of their community, nation, and world. As part of this mission, and because LCWS is perfectly situated to allow students to closely study the articulation of arguments, LCWS strongly endorses freedom of expression. As a community in which individuals from diverse backgrounds and diverse perspectives reside, LCWS is committed to maintaining a climate that emphasizes the importance of communication between individuals with different perspectives, opinions, and identities. The success of an inclusive learning environment relies on the participation, support, and understanding of all students. LCWS encourages students to speak up and share their views, while knowing that they are doing so in a learning environment in which everyone is expected to engage respectfully and with regard to the dignity of others.

Student Code of Conduct

It is the student's responsibility to obey LCWS rules and regulations, Avalon policies and procedures, as well as their home institutions' codes of conduct, while enrolled in the LCWS program.

The LCWS community exists on the basis of three shared principles:

1. Integrity;
2. Community; and
3. Personal Responsibility.

As representatives and ambassadors of LCWS during their semester here, students are expected to uphold and abide by these standards at all times:

- 1. *Integrity:* LCWS students are expected to be honest and respect others in all interactions. Behaviors that violate this expectation include but are not limited to:**

False Information

Furnishing falsified information to any LCWS official. This includes providing falsified documents or any falsified information.

Harassment

Written, verbal, or physical acts reasonably perceived as creating an intimidating or hostile learning or living environment, particularly if the behaviors are repeated and/or if it continues after the student is informed of the objectionable or inappropriate nature of the behavior. Harassment prohibited by this policy may include, but is not limited to, threats, physical contact, violence, pranks, jokes, derogatory comments, vandalism, or verbal, graphic, or written conduct directed at an individual or individuals because of their race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, or military service. Even if actions are not directed at specific persons, a hostile environment may be created when the conduct is sufficiently severe, pervasive or persistent so as to unreasonably interfere with or limit the ability of an individual to work, study, participate in activities of LCWS, or achieve their purpose for being in the program. This applies to any conduct that constitutes discrimination as defined in the Non-Discrimination/Equal Opportunity Statement on page 4.

Theft

Unauthorized appropriation, possession, concealment, or use of the property of another; unauthorized use of LCWS or apartment services (e.g., unauthorized photocopies).

Burglary

The unlawful entry of a structure to commit a felony or theft.

Complicity

Action or inaction that violates LCWS expectations or allows others to violate LCWS expectations.

2. *Community*: LCWS students are expected to actively build and enhance our community. Behaviors that violate this expectation include but are not limited to:

Compromising Community Wellbeing

Not adhering to public health guidance from federal, state, and local agencies, as well as LCWS specific guidelines. Students are required to comply with all guidelines as interpreted by LCWS staff and act mindfully to ensure that their actions do not increase the risk of any members of the LCWS community (students, faculty, staff, neighbors, etc.).

Facilities

- Not following all policies and procedures outlined by the Avalon management.
- Changing, altering or attaching anything to the outside of the building.
- Hanging anything from the balconies.
- Throwing anything out of windows or off of the balconies.
- Removing screens from windows.
- Removing, destroying, disassembling, or altering of any furniture in a room, including placing indoor furniture on balconies.
- Painting, wallpapering, or similarly decorating individual rooms or common areas.
- Installing or hanging curtains or window treatments other than those provided by LCWS.
- Removing or replacing light bulbs that have not been provided by maintenance staff.
- Modifying or tampering with circuit breakers or any part of the electrical system.
- Installing new cable/satellite TV service or altering in any way the subscription. This does not include access to TV services through a personal subscription on a streaming device (e.g. Roku stick, Apple TV, or Fire TV stick).
- Displaying objects or materials on the interiors of windows that are not in good taste and may be offensive to others.
- Smoking in apartments, including the use of electronic cigarettes. All smoking must be at least 25 feet from the residential building.
- Using the fireplaces. Some apartments have non-working, decorative fireplaces that cannot be used to burn anything.
- Using and/or possessing the following items: grills (gas or electric), candles, incense, fireplaces, halogen lamps, camp stoves, space heaters, fireworks, smoke bombs, sparklers, or anything with an open flame or exposed heating element.
- Using and/or possessing pressurized tanks (e.g., helium tanks), flammable and/or combustible liquids and/or chemicals, including gasoline and charcoal.
- Removing batteries from smoke detectors.
- Using more than three strands of stringed lights per room; all stringed lights must be UL-approved.

- Wrapping or placing wires or stringed lights in the area of beds.
- Intentionally or recklessly initiating any false report of fire or emergency in the Avalon community.
- Improper possession of, misuse of, tampering with, or damage to fire or other life-safety equipment, including removing batteries from smoke detectors.
- Altering, tampering, or dismantling any door closure.
- Failure to evacuate a building during an emergency situation or drill.
- Causing a fire that damages any property or causes injuries (arson).
- Obstructing room, hallway, and/or building exits (e.g., hanging sheets or blankets across doorways, bicycles in entry ways).
- Draping or placing objects, including fabric, over lighting fixtures, smoke detectors, or fire sprinkler systems.
- Hanging cardboard, plastic, or fabric (e.g., tapestries, banners, and flags) on walls, ceilings, light fixtures, or fire sprinkler apparatus. Posters on walls cannot exceed 25% of the total wall surface.
- Water fights, ball playing, or bike riding in the apartments, or similar activities that may cause harm to persons or property.
- Possession or presence of any pet or other animal in the apartments or any other LCWS affiliated location. (Also see Emotional Support/Service Animal policy.)
- Solicitation of goods or services (e.g., running a business from the apartment)
- Storage of personal items such as sports bags/equipment, bikes, furniture, or suitcases in any spaces outside of the apartments.
- Any excessive noise between 10:00 pm and 8:00 am daily in apartments (quiet hours).
- Noise exceeding a reasonable level between 8:00 am and 10:00 pm daily in apartments (courtesy hours).
- Any excessive noise at any time of day or night in all common areas of the complex (24/7 quiet hours).
- Use of the LCWS office kitchen without express permission from LCWS staff.

Guests

- Overnight stays longer than three nights without express permission of all roommates.
- Failure to ensure that one's guests abide by the policies of LCWS. Students are responsible for their guests' conduct at all times.

Disruptive Behavior and Disorderly Conduct

Any conduct that is disruptive or disorderly, lewd, indecent, reckless, breaches peace, or interferes with the function of LCWS or the Avalon community. This includes:

- Fighting, threatening, or violent behavior;
- any unauthorized use of electronic or other devices to make an audio or video record of any person without his or her effective consent;
- disruption or obstruction of administration, disciplinary proceedings, events, or other activities of LCWS and its students, staff, or guests;
- Retaliation against any person participating in the conduct process or any person who reported an incident or violation.

Weapons

Owning, holding, carrying, or maintaining weapons capable of inflicting injury or damage. This includes, but is not limited to, firearms, stun guns, paintball guns, pellet guns, martial arts equipment, and blades longer than three inches. This also includes items resembling guns or other weapons. Weapons are not allowed in any location associated with the LCWS program including the apartments and LCWS offices.

Prevention of Free Expression or Civil Discourse

Interfering with the free expression of others. LCWS students are encouraged to express their point of view on any issue of public interest; however, no individual has the right to interfere with the expression of others. This includes, but is not limited to, destruction of approved flyers or postings and the intimidation of others to prevent free expression. Civil Discourse is dialog that is constructive, articulate, and respectful. It encourages critical thinking, consideration of all sides, and empathy. All students are expected to adhere to the tenets of civil discourse.

Computers/Printers/Technology

- Storing personal items on shared computers. Information may be lost, erased, or misused if stored to the hard drive of any computer in the lab.
- Use of students' own copies of extraneous software in the computer labs unless the software is licensed to the user, such use does not violate the software license agreement, and the use of the software is approved by a member of the LCWS staff.
- Use of printers for non-academic purposes if others are waiting to print course-related materials.
- Use of computer equipment, software, networks, and accounts for purposes other than those for which they are assigned (e.g., for commercial purposes or non-college-related activities).
- Deliberately attempting to degrade the performance of a computer system or deprive authorized personnel of resources or access to any LCWS computer system.
- Copying or transferring any computer software provided by LCWS without valid written authorization. Use of illegally-copied software is a criminal offense.
- Using the computer to send, view, or use obscene, abusive, or threatening messages.
- Excessive noise that may disturb others working in the lab.
- Using more than one computer at a time while others are waiting for an open computer.
- Collecting or discarding output other than your own without the owner's permission.
- Making any changes to the cable or internet services in the apartments or office.

3. ***Personal Responsibility:*** LCWS students are given and accept responsibility to self, others, and the community. Behaviors that violate this expectation include but are not limited to:

Alcohol

Underage drinking. Alcohol is only allowed if a student is 21 years or older. Alcohol should always be consumed responsibly.

Drugs

Possession, use, manufacture, and/or distribution of illegal drugs or drug paraphernalia containing drug residue, prescription drugs not prescribed to the individual in possession of the drugs, and/or other controlled substances.

Sexual Harassment and/or Sexual Misconduct

Unwelcome conduct of a sexual nature (verbal, physical, or other) when the conduct:

- is reasonably perceived as creating an intimidating or hostile work, learning or living environment;
- unreasonably interferes with, denies or limits someone's ability to participate in or benefit from any educational program and/or activities, is
- based on power differentials, the creation of a hostile environment, or retaliation and/or,
- constitutes a sexual assault as defined under Federal law and/or Virginia law.

Sexual Harassment can be a single, serious incident or a series of related, repeated incidents. In addition to the above guidelines, specific types of sexual harassment constituting violations of LCWS standards include, but are not limited to:

- *Quid Pro Quo Harassment*: Quid Pro Quo Harassment occurs when the terms or conditions of employment, educational benefits, academic grades/opportunities, one's living environment, or participation in an LCWS activity are conditioned upon, either explicitly or implicitly, submission to unwelcome sexual advances or requests for sexual favors. This definition also applies when one's submission to or rejection of unwelcome sexual advances or requests for sexual favors is a factor in decisions affecting that individual's employment, education, living environment, or participation in an LCWS program or activity.
- *Hostile environment*: A Hostile Environment may be created by oral, written, graphic, or physical conduct that is sufficiently severe, persistent, pervasive, and/or objectively offensive that it interferes with, limits, or denies the ability of an individual to participate in or benefit from educational programs/services/opportunities/activities or the individual's employment access/benefits/opportunities. Subjective offensiveness is not enough to create a hostile environment.
- *Sexual Assault*: Sexual Assault is defined as non-consensual contact of a sexual nature. It includes but is not limited to:
 - any sexual contact when the victim/survivor does not or is unable to consent through use of force, fear, intimidation, physical helplessness, ruse, impairment, or incapacity.
 - intentional and non-consensual touching of, or coercing, forcing, or attempting to coerce or force another to touch, a person's genital area, groin, inner thigh, buttocks, or breast.

- Non-consensual sexual intercourse, defined as anal, oral, or vaginal penetration with any object.
- *Sexual Exploitation*: Sexual Exploitation is an act attempted or committed by a person for sexual gratification, financial gain, or other advancement through the abuse or exploitation of another person's sexuality. Examples of sexual exploitation include, but are not limited to, non-consensual observation of individuals who are undressed or engaging in sexual acts, non-consensual audio or video recording or streaming of sexual activity, non-consensual distribution of photos or other images of another individual's sexual activity or intimate body parts, knowingly transmitting an STI, prostituting another person, and allowing others to observe a personal consensual sexual act without the knowledge or consent of all involved parties. It is also a violation to cause or attempt to cause the incapacitation of another person through alcohol, drugs or any other means for the purpose of compromising that person's ability to consent to sexual activity.
- *Coercion*: Sexual Coercion is the use, or attempted use, of pressure and/or oppressive behavior, including express or implied threats, intimidation, or physical force such that the application of pressure or oppression causes the recipient of the behavior to engage in unwanted sexual activity. Coercion includes administering or pressuring another to consume a drug, intoxicant, or similar substance with the intent to impair that person's ability to consent prior to engaging in sexual activity.
- *Violation of Consent*: Consent is the knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Silence does not necessarily constitute consent. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred.
- *Sexually Inappropriate Behavior*: Sexually Inappropriate Behavior includes but is not limited to conduct that is lewd or obscene. Public masturbation, disrobing or exposure of one's self to another person without that person's consent, and/or communicating sexually suggestive content to another person without that person's consent are some examples. This may be an isolated occurrence.
- *Intimate Partner Violence*: Intimate Partner Violence can be a single event or a pattern of behavior that includes, but is not limited to, sexual, emotional, or physical abuse, or behaviors used by one person in a relationship to control the other. The individuals in the relationship may be current or former intimate partners. Intimate Partner Violence includes "dating violence" and "domestic violence," as defined by the Violence Against Women Reauthorization Act of 2013 (VAWA).
- *Stalking*: Stalking is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

Sexual harassment and sexual misconduct of any type are not prosecuted through the Student Conduct Process outlined in the next section. Issues of sexual harassment and sexual misconduct have their own investigation and disciplinary processes. For more information, see the full Sexual Harassment and Sexual Misconduct Policy on pages 16-19.

Key Policy

- Failure to immediately report lost or damaged keys to the LCWS staff.
- Replacing any lock. Locks may only be replaced with prior authorization of LCWS staff.

Moving Out

- Failure to completely vacate the apartment by 11:59 pm on the last day of scheduled stay with LCWS.
- Failure to clean the apartment thoroughly, including returning all furniture to the proper location.
- Failure to turn all keys in to the office after vacating the apartment.
- Failure to vacate the premises in the rare event that the program closes in-person operations.

Failure to Comply

- Failure to comply with the directions of LCWS staff or any person acting in an official capacity (e.g., law enforcement, emergency personnel) in the performance of their duties. This includes evasiveness, running, hiding, and providing a false name.
- Failure to identify oneself to those persons when requested to do so.
- Failure to not complete sanctions assigned as a result of the conduct process.

Arrest and Criminal Conduct

Being arrested for criminal charges. Students arrested under criminal charges may also have charges brought against them separately under the Code of Conduct. Proceedings under the Code of Conduct may be implemented prior to, simultaneously with, or following civil or criminal proceedings elsewhere. LCWS does not post bail or involve itself with civil or criminal proceedings except where LCWS deems the need to report criminal violations to law enforcement. LCWS will comply with all requests by law enforcement officials for cooperation in investigations.

Student Conduct Process

The following conduct process applies to all violations of LCWS standards as outlined in the Code of Conduct on pages 5-11 except sexual harassment/sexual misconduct. Issues of sexual harassment/sexual misconduct have their own investigation and disciplinary processes. For more information see the full Sexual Harassment/Sexual Misconduct section on pages 16-19.

Any individual can report a violation of LCWS expectations to any LCWS staff member, but every report will be passed along to the Dean and Executive Director.

Upon receiving notice of a violation of LCWS expectations, the Dean and Executive Director will proceed with an investigation of the violation which may include an initial meeting with the student(s) of concern.

The investigation may result in:

- 1) A determination that there is insufficient information to hold an individual responsible for violating LCWS' expectations and the matter will be closed;
- 2) a determination that the suspected violation's severity is insufficient to warrant further action;
- 3) a student admitting to a violation of LCWS' expectations;
- 4) a finding that there is enough information to hold an individual responsible for violating LCWS' expectations;

If it is decided that there is enough evidence to hold an individual responsible for violating LCWS' expectations and/or a student admits to the violation, the Dean and Executive Director will meet with the student(s) of concern to hand down the formal complaint of violation and any resulting sanctions (see Sanctions section on pages 13-15).

The standard used for all violations is the preponderance of the evidence standard. This means that the Dean and Executive Director is more confident than not that the facts support the decision.

There is no right to appeal.

LCWS staff may take interim measures at their discretion to ensure the safety of all parties, the LCWS community, and/or the integrity of the investigatory process. Interim measures will be individualized and appropriate based on the information gathered by LCWS staff. These actions are not a presumption of responsibility for violation of the Code of Conduct and every effort will be made to ensure that no one student bears an unwarranted burden in sanctions when compared to other students. Interim measures may include interim suspension, a ban from specific areas or events, no contact orders, and/or a change in student housing/parking arrangements. Failure to comply with interim measures is a violation of LCWS expectations as defined in the Failure to Comply section on page 10 and may add to a prior investigation or initiate a new one. Repeated violations of the Code of Conduct can result in a student's dismissal from the program at the discretion of the Dean and Executive Director.

Sanctions

The following sanctions list applies to all violations of LCWS standards as outlined in the Code of Conduct on pages 5-11 except sexual harassment/sexual misconduct. Issues of sexual harassment/sexual misconduct have their own investigation and disciplinary processes. For more information see the full Sexual Harassment/Sexual Misconduct section on pages 16-19.

Any formal complaint of violation of LCWS' expectations may include sanctions based on the severity of an incident. The chart below is meant as a guide and is in no way an exhaustive or required list of sanctions. The Dean and Executive Director will determine sanctions based on the unique situation at hand and may deviate from the sanctions below or add to them as necessary. Failure to comply with sanctions will result in additional judicial consequences. Repeated violations of the Code of Conduct will result in a student's dismissal from the program.

In general, sanctions may include, but are not limited to, the following:

	School Notification	Parental Notification	Mediation	Letter of apology	Community Service	Counseling	Alcohol/Drug Assessment	Referral to Law Enforcement	Fines or Remuneration	Probation	Deferred Suspension	Dismissal from the Program	Other:
Alcohol	X	X					X	X		X	X		
Burglary/ Theft	X		X	X	X			X	X	X	X	X	Sanction may be probation, deferred suspension, or dismissal, depending on the severity of the incident.
Complicity	X												Same sanctions as issued for the violation in which the student was complicit.

	School Notification	Parental Notification	Mediation	Letter of apology	Community Service	Counseling	Alcohol/Drug Assessment	Referral to Law Enforcement	Fines or Remuneration	Probation	Deferred Suspension	Dismissal from the Program	Other:
Compromising Community Wellbeing	X	X								X	X	X	Sanction will depend on the severity of the incident.
Computers/Technology	X				X				X	X			
Criminal Violations or Arrests	X									X	X	X	Sanction may be probation, deferred suspension, or dismissal, depending on the severity of the incident.
Disruptive and Disorderly Conduct/Harassment	X			X	X	X		X		X	X	X	Sanction may be probation, deferred suspension, or dismissal, depending on the severity of the incident.
Drugs	X	X					X	X		X		X	
Facilities	X			X	X				X	X			Possible loss of parking privileges, removal of pets from the apartment.
False Information / Failure to Comply	X					X				X	X	X	Sanction may be probation, deferred suspension, or

													dismissal, depending on the severity of the incident.
	School Notification	Parental Notification	Mediation	Letter of apology	Community Service	Counseling	Alcohol/Drug Assessment	Referral to Law Enforcement	Fines or Remuneration	Probation	Deferred Suspension	Dismissal from the Program	Other:
Guests	X		X	X	X					X			
Keys	X								X				\$100 charge per key/fob that needs replacement. All charges from locksmith for lock change.
Life Safety Equipment	X				X			X	X	X	X	X	Sanction may be probation, deferred suspension, or dismissal, depending on the severity of the incident.
Moving Out	X	X							X				\$50 charge per day of squatting.
Prohibiting Free Expression	X		X	X	X	X		X		X			
Weapons	X							X				X	

The financial obligation of any sanction that costs money (i.e. counseling, alcohol/drug assessments, etc.) will be charged to the offending student's account.

Sexual Harassment and Sexual Misconduct

The prior conduct process and sanctions list applies to all violations of LCWS standards except sexual harassment/sexual misconduct. Issues of sexual harassment and sexual misconduct have their own investigation and disciplinary processes as outlined below.

LCWS is committed to the principle that its program and learning environment should be completely free of inappropriate conduct of a sexual nature. As such, *LCWS does not tolerate any form of sexual misconduct.* Violations of this principle are taken very seriously.

Legal Basis

Sexual harassment in education programs and activities violates both Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972. Sexual harassment is also clearly linked to the broader arena of sexual misconduct under the Violence Against Women Act of 1994 and the Violence Against Women Reauthorization Act of 2013. Interpretations and applications of these regulations have been issued over the ensuing years, principally by the Office for Civil Rights of the U.S. Department of Education.

Title IX includes a variety of requirements and guarantees, and, specifically:

- Prohibits discrimination on the basis of sex, gender identity, gender expression, and pregnancy status;
- Prohibits sexual harassment, as well as sexual violence, including rape, sexual assault, and sexual coercion;
- Applies to persons of any gender identity;
- Applies regardless of whether or not a criminal report is filed; and
- Covers reported incidents of sexual harassment, discrimination, or violence, as well as situations or environmental factors about which the organization should “reasonably know.”

Survivor Procedures

If you have experienced sexual misconduct:

- Go to a safe place.
- Contact someone you trust. For confidential support or information, you may contact the Arlington Domestic and Sexual Violence Hotline: 703-237-0881
- Even if you do not want to press charges right now, consider going to a medical facility or emergency room so that any evidence can be formally collected. Because of the potential seriousness and sensitivity of the situation, preserving evidence quickly is often a key step to successful investigation of alleged sexual misconduct. Physical evidence may be usable if proper procedures are followed within 120 hours of an assault. Once at a medical facility you may ask for an advocate if one is not provided (The Arlington Domestic and Sexual Violence Hotline (703-237-0881) can provide advocates and accompaniment to medical facilities).
 - Evidence preservation is enhanced using these methods:
 - Do not wash your hands, bathe, or douche. Do not urinate, if possible.
 - Do not eat or drink, blow your nose, smoke, or brush your teeth.
 - Keep the clothing worn when the assault took place. If you change clothes, place the clothing in a paper bag – evidence deteriorates in plastic.

- Do not destroy evidence by cleaning or straightening the area until law enforcement officials have an opportunity to collect evidence.
- Tell someone all the details you remember or write them down as soon as possible.
- Maintain all texts, pictures, social media posts, video, screenshots, and any other evidence that may corroborate a complaint.

Reporting

Regardless of whether or not a survivor of sexual misconduct collected evidence within 120 hours, they can file a report with local police and/or their academic institution without pressing charges against the offender. Filing a report while details are still fresh creates a stronger basis with which to press charges in the future, should the survivor decide to do so.

Students may contact any staff members at LCWS either in writing or verbally. LCWS will make every effort to assist sexual misconduct survivors. Given the close-knit community, students participating in LCWS’s varied educational programs through LCWS will likely consider all full-time LCWS employees to be “responsible employees” under Title IX guidelines. “Responsible employees” are those who students could reasonably believe have authority or responsibility over Title IX matters, including authority to act to redress such matters. As a result, LCWS has designated all full-time employees as mandated reporters, responsible to report all Title IX complaints to the Dean and Executive Director (or, if such a complaint concerns the Dean and Executive Director, to the President of the LCWS Board of Directors). Once such a complaint is received, the Dean and Executive Director (or the President of the LCWS Board of Directors) will contact the Title IX coordinators at each home school involved and follow their guidance. The student’s confidentiality will be maintained as much as possible among staff both at LCWS and the home institution in accordance with the legal rules and reporting requirements in each state.

Any LCWS full-time employee who is aware of, or becomes aware of, an instance of sexual misconduct bears responsibility for reporting this misconduct as soon as possible as a Title IX mandatory reporter. However, the ultimate keeper of the report, the Title IX coordinator at the student’s home school, can maintain the student’s confidentiality to the extent defined by their reporting requirements in their state.

Pressing or Bringing Criminal Charges

Students have the right to file charges through the legal system, outside of LCWS or their home institution. For more information on your rights in this process, please contact the Arlington Domestic and Sexual Violence Hotline (703-237-0881) or local law enforcement.

Resolving Complaints

Regardless of whether the student wants to formally press or file legal charges, they can also seek recourse through LCWS and their home institution. LCWS will defer to the guidance of the home school Title IX coordinator for the investigation and resolution of the complaint.

If it is determined that there has been a violation of this policy, LCWS will take proportional action to correct and/or remedy the violation.

- Student offenders are subject to sanctions that could include immediate dismissal from the program without refund. The LCWS policy for dismissal in cases involving sexual harassment and/or sexual misconduct may supersede the policies of the individual colleges of the consortium.
- Staff offenders are subject to appropriate disciplinary action up to immediate termination.

Students who are dissatisfied with the investigation and/or the remedy may appeal through their home institution.

Rights and Options

When a student reports that he or she has been a victim of sexual misconduct to a member of the LCWS staff, the student will be provided a written explanation of rights and options, which shall include information about:

- The mandatory reporting/Title IX requirements of the staff member;
- Information about how LCWS will protect the confidentiality of victim/survivors and other parties, including how LCWS will:
 - Maintain as confidential, any accommodations or protective measures provided to the victim/survivor, to the extent that maintaining such confidentiality would not impair the ability of LCWS to provide the protective measures;
- The importance of seeking medical attention and of the collection and preservation of evidence;
- Options for involvement of local law enforcement, including the victim's option to:
 - Notify proper law enforcement authorities, including local law enforcement;
 - Be assisted by LCWS staff in notifying law enforcement authorities, if the victim/survivor so chooses; and
 - Decline to notify such authorities;
- The opportunity to request interim measures regardless of whether the victim/survivor chooses to report the crime (potential interim measures include changes in housing arrangements, no contact orders, no interaction orders, etc.);
- Notification of existing counseling, health, mental health, victim advocacy, legal assistance, and other services available for victims.

When a person has been accused of a violation of this policy, that person will likewise be afforded notice with sufficient details of the allegations and information regarding his/her rights and options.

Resources

Students are encouraged to utilize the following resources at their disposal for support related to sexual harassment:

- Any member of the LCWS staff
- Arlington County Police: 703-558-2222 (non-emergency), police@arlingtonva.us
- National Sexual Assault Telephone Hotline: 800-656-4673, <https://www.rainn.org/about-national-sexual-assault-telephone-hotline>
- Arlington Domestic and Sexual Violence Hotline: 703-237-0881, <https://www.doorwaysva.org/our-work/securing-safety/immediate-safe-response/>
- DC Rape Crisis Center: 202-333-7273, <http://dcrc.org/>

Definitions

Definitions of different versions of sexual harassment and misconduct are defined in the Code of Conduct section on pages 8-10.

Relationships

Romantic or sexual relationships between a current student and any staff member are strictly prohibited.

Housing Policies

Maintenance of the apartments and appropriate behavior within them is a top priority for LCWS. Students are responsible for the items contained in their apartments and the events that occur in their apartments.

Unit Cleanliness

It is the responsibility of the students to keep their residential units clean, sanitary, and free of excessive trash. Failure to do so could result in unwelcome pests in the unit.

Room Searches

If it is deemed necessary due to violations or safety concerns, rooms may be searched by the LCWS staff. A student's permission may be sought prior to the room searched but is not required for the search to occur. Searches may be conducted in the absence of the student. Illegal items and/or items in violation of LCWS policy may be seized and are the responsibility of the student(s) living in the room in which said items are found. All roommates will be held responsible for items in shared spaces.

Roommate Conflicts

If a roommate conflict occurs or there are concerns within an apartment, the following procedures are followed:

- a. Initial meeting to discuss concerns - Roommate issues must first be discussed by the roommates themselves, ideally through a private roommate meeting. All roommates must be present during the meeting. Once the problems are discussed, the roommates will need to devise a plan to resolve them. If the plan does not work, LCWS staff will intervene with mediation.
- b. Mediation – All roommates will meet with a staff member in a neutral location to discuss the problems still existing, how to resolve them, offer suggestions, etc. The students must sign an agreement stating that they will adhere to the resolutions. If the mediated resolution does not work, LCWS staff will fully intervene in the situation.
- c. Intervention - Should intervention be necessary, the LCWS staff will intervene in the situation. Staff decisions override previous agreements, are final, and will be adhered to by all involved parties.

Failure to abide by an agreement may result in conduct charges. Moving rooms is only allowed in extreme circumstances and on LCWS staff recommendation.

Apartment Etiquette

Students should make every effort to make sure that they show all fellow building residents common courtesy. It is in the students' best interest to make sure nothing is visible, audible, or smellable outside of their unit.

If a neighbor has a problem with an LCWS apartment's actions they are likely to call the Arlington County Police, not LCWS.

Registration

Students must register with their respective building management offices to get mail delivery and gain access to the community gym and pool. It is recommended that students register with each building as soon as possible after moving in. LCWS pays for students' registration fees.

Maintenance Requests

If there is a substantial water leak, apparent gas leak, or any other maintenance issue that needs immediate attention, students should call the emergency maintenance number at 844-782-9854.

If non-emergency repairs are needed in a apartment, students can submit a maintenance request to service@tkhousing.com. Requests will be completed as quickly as possible but may occasionally be delayed. The status of your request will be communicated to you via email.

Lockouts

If students are locked out of their apartments, the following procedures apply:

- During regular business hours – please contact LCWS staff
- Outside of regular business hours – please call the Emergency Maintenance number (844-782-9854). The building concierge and/or gatehouse staff might be able to let you in, but they should not be allowed to change the locks. Calling the Emergency Maintenance Number is the safest bet.

Students may be billed for charges incurred as a result of a lockout.

Room Assignments

Summer roommate assignments are made based upon gender, school, and move-in/move-out compatibility. Staff will make every attempt to assign students who appear compatible based on the limited information available, but compatibility is not guaranteed.

Housing is to be occupied by the students to whom specific rooms have been assigned. LCWS staff reserves the right to change room assignments, use unoccupied space within a room or apartment, or relocate students should the need arise.

Students who inform LCWS in a timely manner that they identify beyond the binary or as transgender will be housed in keeping with their gender identity; and every attempt will be made to give those students comfortable housing.

Roommate requests for opposite-sex roommate pairings will not be honored.

ADA Housing Accommodations

If a student receives housing accommodations at their home institution, every effort will be made to ensure the student will also receive reasonable housing accommodations during their time with the LCWS program. The student needs to notify LCWS staff about their accommodation and provide LCWS with documentation necessary for LCWS to make an accommodation within two weeks of being accepted into the program. Failure to give sufficient warning about the need for an accommodation might jeopardize LCWS' ability to fulfill the request.

If a student does not have a housing accommodation approved by their home institution (e.g., the student is a commuter student not living in residence halls), but needs an accommodation while in the LCWS program, they must go through their home institution accommodation process to get approved. LCWS will defer to the guidance of the home institution for all housing accommodation requests.

Emotional Support Animals

LCWS enforces a no-pet policy in the apartments. Exceptions are made for service animals and may be made for emotional support animals with documentation from a student's home institution. LCWS recognizes the importance of emotional support animals (ESAs) which provide emotional support for persons with mental health disabilities. Individuals with disabilities will be allowed to have an ESA in the apartment with them if the animal is necessary for individuals to fully participate in the LCWS program.

If a student is permitted an ESA at their home institution as an accommodation, then the accompanying documentation must be shared with LCWS. LCWS should be notified no fewer than 30 days prior to the student and the ESA moving into the apartment.

All ESA owners must consent to the disclosure of information regarding the ESA's identification and residential location to individuals who may be impacted by the presence of the animal. This may include, but is not limited to, roommates, neighbors, the apartment building's management, and apartment security. The student's roommates will have to review the ESA policy and consent to living with the ESA. Should there be conflicting considerations between the student and the needs of roommates (e.g., health or allergy conditions), either the student or the non-approving roommates may be moved to a different location. This determination will be made by LCWS staff.

ESAs must remain in the apartment and are not permitted in LCWS offices, classes, at internships, on field trips or in other non-apartment locations. However, service animals may accompany their owners.

Fire Evacuation

It is imperative that all students are prepared to completely vacate the premises at all times. Any delay in the complete evacuation of the premises may result in serious injury or illness. As part of orientation, students participate in an evacuation drill using our emergency text message system.

In case of fire in your apartment:

- If the fire is small, isolated, and you feel comfortable doing so: use the fire extinguisher under your kitchen sink to try to extinguish the fire.
 - The fire extinguisher in your unit may not look like your standard fire extinguisher-- it may be a can version that [looks like this](#).
 - To use, grab the fire extinguisher, remove the cap, hold the canister 3-4 feet away, aim the Tundra at the base of the fire, and sweep from side to side at the bottom of the flames. Use the entire product to ensure the fire does not re-start.

- If the fire is large, spreading, uncontrollable with the fire extinguisher and/or you feel uncomfortable, immediately stop what you are doing. Quickly leave the space by going to the closest designated exit (placards on the back of each apartment door can point you to the closest stairwell). Take with you only what is necessary.
- As you exit, close the door to the room you are exiting to limit fire and water damage and pull the building-wide fire lever down (activating the local alarm system, located next to each stairwell in the building). The alarm systems are designated by a red lever. Pulling the lever activates the fire alarm throughout the entire building. This will be denoted by a continuous ringing of the fire bell. Pulling the alarm notifies the Arlington County Fire Department, so you do not need to call 911.
- Unless you are physically unable to do so, take the stairwell to exit the building, do not use the elevator.
- You may find that many of your neighbors do not leave, but that does not excuse you from not leaving. It is LCWS policy that you leave an alarmed building as soon as possible.
- Proceed away from the building to the Court House Metro Center, at least 150 feet away.
- Call the LCWS emergency number (703-399-6044) to inform an LCWS staff member of the situation. Remain outside until the Arlington County Fire Department and/or the building's staff have cleared your re-entry into the building.

In case of fire in the Avalon building as a whole:

- Immediately stop what you are doing. Quickly leave the space by going to the closest designated exit (placards on each apartment door can point you to the closest stairwell). Take with you only what is necessary. As you exit, close the door to the room you are exiting to limit fire and water damage.
- Unless you are physically unable to do so, take the stairwell to exit the building, do not use the elevator.
- You may find that many of your neighbors do not leave, but that does not excuse you from not leaving. It is LCWS policy that you leave the building whenever an alarm is triggered.
- Proceed away from the building to the Court House Metro Station, at least 150 feet away.
- Remain outside until the Arlington County Fire Department and/or the building's staff have cleared your re-entry into the building.

In case of fire in the LCWS office:

- If the fire is small, isolated, and you feel comfortable doing so: use one of the office fire extinguishers (1 in the kitchen and 2 in the computer lab) to try to extinguish the fire.
 - To use, pull the pin. Hold the extinguisher with the nozzle pointing away from you and release the locking mechanism. Aim low. Point the extinguisher at the base of the fire. Squeeze the lever slowly and evenly. Sweep the nozzle from side-to-side. Use the entire product to ensure the fire does not re-start.
- If the fire is large, spreading, uncontrollable with the fire extinguisher and/or you feel uncomfortable, immediately stop what you are doing. Quickly leave the space by going to the closest designated exit. Take with you only what is necessary.
- As you exit, close the door to the room you are exiting to limit fire and water damage and pull the building-wide fire lever down (activating the local alarm system, located next to

each exterior door of the LCWS office space). The alarm systems are designated by a red lever. Pulling the lever activates the fire alarm throughout the entire building. This will be denoted by a continuous ringing of the fire bell. Pulling the alarm notifies the Arlington County Fire Department, so you do not need to call 911.

- Proceed away from the office towards Dark Star Park, at least 150 feet away. Do not cut through East Building.
 - If a staff member is not present, call the LCWS emergency number at 703-399-6044 to notify them of the situation.

Prohibited Items

The following items are prohibited in the LCWS apartments:

- Guns; firearms; knives longer than three inches; or weapons of any type, including BB and pellet guns
- Candles and/or incense (lit or unlit)
- Tapestries, banners, and flags hung on walls, ceilings, or over windows
- Curtains or window treatments other than those provided by LCWS
- Self-purchased room-heating devices, including all space heaters, kerosene or oil lamps, and alcohol burners not provided by LCWS
- Gasoline-powered items, such as motorcycles, mopeds, or parts thereof
- Pressurized tanks (e.g., helium tanks)
- Flammable and/or combustible liquids and/or chemicals, including gasoline and charcoal
- Grills of any type
- Fireworks, smoke bombs, sparklers, etc.
- Drug paraphernalia and illegal drugs
- Animals or pets of any kind, except certified service animals (see Emotional Support Animal section)
- Light dimmers, ceiling fans, or any other device that replaces, adds to, or interferes with any room apparatus
- Excessive furniture that blocks or restricts egress from sleeping areas
- Dartboards and darts
- Nails, hooks, double-faced adhesive tape, or other items that will damage walls
- Live trees
- Hoverboards

The following electrical appliances and corded items are prohibited in the LCWS apartments, except when provided by LCWS (**Note:** all cords and permitted appliances must be UL Listed):

- Personal electrical appliances (including personal toasters, toaster ovens, hot plates, microwaves, minifridges, etc.)
- Halogen lamps
- Overloaded electrical receptacles
- Faulty or old extension cords
- Portable washers, dryers, and dishwashers
- Air conditioners

NOTE: The preceding list is not all inclusive; any item that is a threat to public safety may be removed. In addition to confiscation, violators may pay a monetary fine and may be subject to disciplinary action.

Emotional and Mental Health Resources

Studying in a new environment is an exciting experience but it can also be stressful. Students may want more information about how to:

- adjust to this new city;
- manage relationships with friends and family;
- bridge language and cultural barriers;
- best deal with stress, sadness, or loneliness;
- balance work and school;
- manage finances;
- maintain healthy living habits;
- or how to deal with challenging situations not listed here.

LCWS has a partnership with Parkhurst Associates Mental Health Services. Parkhurst Associates is a private practice of mental professionals that provides confidential and culturally competent counseling to college students. LCWS covers the cost of 7 45-minute individual sessions for during our fall and spring program, with the option to extend on a case-by-case basis. Parkhurst Associates offers by in person and telehealth options outside of traditional business hours.

Parkhurst Associates keeps the sessions with our students completely confidential unless the student indicates they are threat to themselves or others.

If LCWS staff learns that a student is a threat to themselves or others, they will call the 24/7 Arlington County Emergency Mental Health Services hotline (703-228-5160) to have the student's well being assessed. If a student is a threat to themselves or others and refuses mental health treatment/assessment, the Dean, in consultation with the student's home school, will determine the appropriate course of action, which can range from mandatory wellness plans to continuing staying in DC, up to dismissal from the program. Dismissal from the program may be necessary if it is determined that the student needs more support than LCWS can give.

These specifics are shared with all students at orientation and each student is provided with mental health information from their home institution and Parkhurst and Associates. Parkhurst Associates DC office is located at 1755 South Street Northwest, Washington, DC 20009. It is at the corner of 18th and S Streets Northwest – three blocks from Dupont Circle Metro Station. Students can contact their office at 202-234-7738 or <https://parkhurstassociates.com/>.

Emergency Policies

Contacting a LCWS Staff Member in an Emergency

The LCWS Emergency Cell Phone (703-399-6044) is maintained by a member of the LCWS staff at all times. Students are provided with this number prior to arrival in DC. The emergency number is also on the office's voicemail for anyone who calls the office after hours.

In a safety or medical emergency students are to call 911 first, and then notify LCWS by calling the Emergency Cell Phone.

Emergencies City-Wide

If there is an emergency situation impacting a large swath of the Washington, D.C. area, LCWS will notify the students using a group emergency text system. The system is uploaded with all students' cellular phone numbers prior to arrival.

Each emergency text will specify the most appropriate course of action, but in general:

- If it is not safe to be outside moving about, students are to stay where they are and try to reach an LCWS staff member by email or phone.
- If it is safe to be outside, students are to use all methods possible to get back to River Place to check in with LCWS staff (Walking to River Place is preferred because normal methods of transportation are likely to be crowded, inefficient, and/or out of commission).
- If River Place is not a safe location (demolished, flooded, burned down, etc.), students are to go up the street to Target. Target is a familiar location to all students, uphill from the river, and a short walk from the closest fire station. LCWS staff will meet students there.

LCWS Staff also have email groups for each semester's emergency contacts. If there is an incident warranting notifications to the student's emergency contacts, LCWS staff will send out a group email to the student's emergency contacts and all the home schools represented in the cohort.

Student Illness/Injury

A student who has an illness or injury is encouraged to go to Urgent Care or the Emergency Room, depending on the severity of the issue. If the student contacts an LCWS staff member the staff member can help the student determine the best course of action, but in doing so the staff member will not recommend one medical practitioner or facility over another. LCWS staff members will not accompany students to medical facilities except in exceptional circumstances.

In situations where a student is transported to the emergency room by ambulance during any emergency medical situation, LCWS will notify the parents/emergency contacts and home school of that student. If LCWS is aware that the student's parents/emergency contact and/or home school are already aware of the situation, then additional contact will not be made. The parents/emergency contact and home school will be made aware of the student's current medical situation, descriptions of the actions LCWS is taking to assist the student, and information regarding the facility the student is being transported to (e.g., telephone number, address).

Student in a Mental Health Crisis

If an LCWS staff member becomes aware of a situation in which there is a substantial likelihood that a student will, in the near future, cause serious harm to himself/herself or others or suffer serious harm due to their lack of capacity to protect himself/herself from harm or to provide for their basic human needs, LCWS will notify the Arlington Mental Health Crisis Hotline (703-228-5160) and the student's parents and/or emergency contacts, and home school. The parents/emergency contact and home school will be made aware of the student's current situation, descriptions of the actions LCWS is taking to assist the student, and information regarding the facility the student is being transported to (e.g., telephone number, address).

Students who are experiencing a mental health crisis but do not indicate that they are a threat to themselves or others will be referred to Parkhurst by LCWS staff.

Missing Student Notification

A student may be considered to be a "missing person" if the student's absence is contrary to their usual pattern of behavior and unusual circumstances may have caused the absence. Such circumstances could include, but not be limited to, a report or suspicion that the missing person may be the victim of foul play, has expressed suicidal thoughts, is drug dependent, is in a life-threatening situation, or has been with persons who may endanger the student's welfare. Any individual who has information that a student may be a missing person should notify LCWS as soon as possible. LCWS will gather as much information as possible as quickly as possible and try to determine the student's potential whereabouts. If the student is not located, then LCWS staff will contact local law enforcement to share essential information. Information shared may include description, clothes last worn, where the student might be, who the student might be with, a vehicle description, information about the well-being of the student, a photograph, internship location, etc.

No later than 24 hours after determining that a student is missing, LCWS will notify the student's parents/emergency contacts and home school to notify them that the student may be missing.

Administrative and Financial Policies

Late Payment Fees

Students may be assessed a fee of \$50 per day applied to unpaid balances on student accounts.

Charges and Refunds

Charges that may be applied to student accounts include but are not limited to:

- Late payment or other fees due to LCWS
- Conduct fines and remuneration
- Key/lock replacement fees

If a student chooses to leave LCWS housing earlier than originally projected, the decision to waive proportional rent is not guaranteed and up to the discretion of the Dean and Executive Director.

If it is determined that a student is owed a refund, that refund will be sent to the individual or organization that paid the student's bill. In some cases the student's account has been paid by their home school; if the student's refund is sent to the home school the school will have jurisdiction over how those funds are distributed.

Damage Assessment

- On enrollment, students are each assessed a \$300 damage deposit.
- A member of the LCWS staff will inspect each of the apartments the week after students move out.
- LCWS may assess charges to students for not cleaning and for all damages beyond normal wear and tear to the apartment or its furnishings.
- To minimize billing and the subsequent withholding grades for any unpaid balance, students should:
 - identify damages and the individuals responsible for the damages before the end of the term,
 - ensure that everyone in the apartment has properly cleaned prior to moving out, and
 - follow correct procedures when returning keys.
- All students living in the apartment are responsible for the entire apartment regardless of which bedroom/bathroom they occupied or used.
 - In cases where multiple residents are responsible for damage, the cost is split amongst those sharing the space.
- Students will be billed for damages caused to rooms, apartments, and furnishings; additional cleaning; and for all keys that are not returned.
 - Replacement costs of items will vary depending on the item and depending on whether the whole item or part of the item needs to be replaced.
- Damage and cleaning charges will be applied to the damage deposit. Any remaining balance will be billed to the student.
 - In cases where the charges are less than the damage deposit, the balance of the deposit will be returned to the student.
- Damages over the \$300 allotment will be billed to students' home institutions.

Parking

LCWS has some parking spaces available for rent in a normal semester. Each spot costs \$400 for the semester and they are assigned first come, first served. LCWS does not guarantee access to any parking spots in any given semester. Students who are unable to get a spot through LCWS are able to seek out alternate rental arrangements with the Avalon Parking Office.

Healthcare

Students are required to have adequate medical insurance while studying with LCWS. A student's medical insurance and emergency contact information is required to be shared with LCWS through the Medical and Emergency Contact Form. LCWS neither endorses nor recommends any particular health care facilities.

FERPA and Student Records

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. Students over the age of 18 have the right to review and inspect their educational record. In general, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. There are health and safety exceptions to FERPA in which parents or emergency contacts may be notified. To learn more about FERPA, visit this website - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.