

**University of Illinois at Springfield Campus
Violence Prevention Plan**

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Letter of Promulgation

UNIVERSITY OF ILLINOIS AT SPRINGFIELD

Office of the Chancellor
Public Affairs Center, Room 574
One University Plaza, MS PAC 563
Springfield, Illinois 62703-5407

August 18, 2017

This plan is approved and formally adopted as the University of Illinois at Springfield's Campus Violence Prevention Plan (CVPP), which details our comprehensive violence prevention efforts. It is designed to comply with applicable federal and state regulations and to provide the policies and procedures to be followed in dealing with issues related to violence on campus.

The University of Illinois at Springfield has developed a CVPP that is inter-disciplinary and multi-jurisdictional and is dedicated to ensuring every known behavioral or mental health issue or violent incident is addressed appropriately, following established campus policies. The planning authorities and responsibilities conveyed to individual campus units, colleges, departments, and agencies of local government are recognized and acknowledged.

The CVPP is adopted and approved by the Chancellor and shall be the controlling authority in regard to the University of Illinois at Springfield campus violence prevention management, planning, policies, and procedures. This document shall supersede any policy or procedure that conflicts with its provisions.

Sincerely,



Susan J. Koch
Chancellor, University of Illinois Springfield
Vice President, University of Illinois
One University Plaza, MS PAC 563
Springfield, Illinois 62703
(217)-206-6634 // koch@uis.edu

Records of Changes

When changes are made to the CVPP, the following procedures shall be followed:

1. The Associate Chancellor for Public Affairs is ultimately responsible for maintaining, reviewing and updating this plan. A review of this plan will be conducted annually in November. Any updates will be formally documented and presented to plan holders.
2. Plan-holders will be notified of changes by memorandum and/or e-mail. Plan-holders will be responsible for updating their existing CVPP.
3. When any changes are made, an entry should be noted in the following log:

| Change Number | Date Entered | Page(s) or Section(s) Changed | Entered by |
|----------------------|---------------------|--------------------------------------------|-------------------|
| 1 | 2/1/18 | Page 4, updated Distribution List | Donna Young |
| 2 | 2/1/18 | Updated page numbers and Table of Contents | Donna Young |
| | | | |
| | | | |

Distribution List of Campus Violence Prevention Plan Recipients

The CVPP will be available on the UIS Police Department's web site, the Student Affairs website, and the Human Resources website. Hard copies of the CVPP will be distributed to the following individuals:

| CVPP Recipient | Date Issued | Issued By | Complete CVPP Provided (Yes/No) |
|----------------------------------------------------------------------------|--------------------|------------------|----------------------------------------|
| Chancellor | 8/22/17 | Ryan Croke | Yes |
| Provost/Vice Chancellor for Academic Affairs | 8/22/17 | Ryan Croke | Yes |
| Associate Chancellor for Public Affairs | 8/22/17 | Ryan Croke | Yes |
| Associate Chancellor for Access for Equal Opportunity/Title IX Coordinator | 8/22/17 | Ryan Croke | Yes |
| Senior Director of Human Resources | 8/22/17 | Ryan Croke | Yes |
| Chief of Police | 8/22/17 | Ryan Croke | Yes |
| Director of Facilities and Services | 8/22/17 | Ryan Croke | Yes |
| University Legal Counsel | 8/22/17 | Ryan Croke | Yes |
| Vice Chancellor for Student Affairs | | | |
| Associate Vice Chancellor for Student Affairs/Dean of Students | 8/22/17 | Ryan Croke | Yes |
| Director of Public Relations | 8/22/17 | Ryan Croke | Yes |
| Environmental Health and Safety Officer | 8/22/17 | Ryan Croke | Yes |
| Health Services | 8/22/17 | Ryan Croke | Yes |
| Director of Housing and Residential Life | 8/22/17 | Ryan Croke | Yes |
| Director Information Technology Operations | 8/22/17 | Ryan Croke | Yes |
| Director of University Food Service | 8/22/17 | Ryan Croke | Yes |
| Exec. Director Counseling Center & Student Services | 8/22/17 | Ryan Croke | Yes |
| Athletics and Campus Recreation | 8/22/17 | Ryan Croke | Yes |
| Vice Chancellor for Development | 8/22/17 | Ryan Croke | Yes |
| Illinois Emergency Management Agency Regional Coordinator | 2/1/18 | Don Mitchell | Yes |
| Sangamon County Office of Emergency Management | 2/1/18 | Don Mitchell | Yes |

Campus Violence Threat Assessment Policy

Purpose:

The purpose of this policy is to state the campus community's responsibilities to report and respond to potential indicators and/or threats of violent behavior as well as define the processes and resources available.

Scope:

This policy applies to all members of the campus community.

Authority:

The Associate Chancellor for Public Affairs or designee is assigned responsibility for implementing and maintaining this policy.

Policy:

The University of Illinois at Springfield is committed to a nonviolent environment for all employees and students. **Acts of violence and threats of violence are not acceptable conduct in the University community and will not be tolerated.** In service of its commitment to the welfare, health and safety of all those in the University community, the campus has developed a comprehensive Campus Violence Prevention Plan (CVPP) which can be found on the Provost's website. The CVPP is also linked to the following websites: UIS Police Department, Office of the Dean of Students, and the Office of Human Resources. The CVPP is expressly incorporated by reference into this policy.

Processes/Procedures/Guidelines:

What To Watch For

The CVPP is founded on principles of early intervention and proactive engagement to prevent violence and provide supportive services. Based on the assessment that certain conduct may be a precursor to violent behavior, the CVPP has identified thresholds of unacceptable conduct and standardized responses to those who cross those thresholds. Thresholds of unacceptable conduct include, but are not limited to, the following:

1. Violent ideation: expression of violent ideas or intent to harm others.
2. Suicide threat, attempt or significant ideation.
3. Pattern of physical or emotional bullying and/or intimidation.
4. Unwelcome sexual advances, requests or other verbal or physical sexual conduct.
5. Harms or destroys property in a way that could endanger others.

6. Inappropriate attempts to control processes, outcomes, or decisions beyond the person's control.
7. Pursuing unreasonable options and continues to do so after instructed to stop (e.g. fixation on an 'injustice').
8. Delusional ideations or behaviors (persecutory, paranoia, hallucinations).
9. Excessive, escalating or inappropriate alcohol or other drug use.

*Cases are not necessarily activated on the basis of a single behavioral threshold. They are evaluated for activation based upon the legitimacy and imminence of the threat as well as the level of risk posed to an individual and/or a broader segment of the campus community.

What To Do

Any individual witnessing conduct that they believe may pose an imminent threat to safety, security or health should **call 9-1-1 immediately**. If the conduct does not pose an imminent threat to safety, security or health, individuals should contact:

- UIS Police Department or call (217) 206-7777,
- The Dean of Students Office or call (217) 206-8211,
- Title IX Coordinator or call (217) 206-9999,
- Human Resource Office (217) 206-6652,
- The Counseling Center or call (217) 206-7122.

About the Campus Violence Prevention Committee

As a part of the CVPP, a designated Campus Violence Prevention Committee (CVPC) has been formed and charged with implementing the CVPP and determining the individuals responsible for education and prevention of violence on campus. The CVPC is comprised of faculty, campus administration, student affairs, law enforcement, human resources, counseling services, and residence life and housing. The CVPC has created this written threat assessment policy to provide guidance to students, faculty, and staff about how to recognize, address and report aberrant and threatening behavior.

The CVPC also provides oversight to the Campus Threat Assessment Team, as stipulated in the CVPP, which consists of faculty, student affairs staff, law enforcement, human resources, legal counsel, and mental health professionals. It may also include other persons and organizations deemed appropriate to a particular circumstance.

The Threat Assessment Team conducts threat assessments, addresses aberrant, dangerous, or threatening behavior on campus, and provides guidance and best practices for preventing violence and providing support services. The Threat Assessment Team uses fact-based assessment processes to investigate threats, actions, or conduct that may lead to targeted violence and determine situation-specific response action plans. The team also conducts post-incident

assessments and evaluations of the effectiveness of the response(s) on a case-by-case and aggregate basis.

Pursuant to the CVPP, students, faculty and staff are provided access to a range of support services, including mental health services, crisis management, and referral to comprehensive services for victims, provided on campus and through community resources. Details about these processes and support resources can be found in the CVPP.

Members of the Campus Threat Assessment Team have access to information regarding the CVPP, including specific information regarding incidents of violence or precursor conduct. Additionally, other individuals may have access to that information to the extent that it is necessary in order for the campus to fulfill its violence prevention missions and to ensure the safety of the campus community. Privacy interests will be protected as required by state and federal laws.

All areas of the campus community are required to cooperate with requests from the Campus Threat Assessment Team relative to successfully monitoring any threatening behavior.

The CVPC will meet once a semester or whenever appropriate to review issues related to violence on campus and provide any necessary oversight to the Campus Threat Assessment Teams.

The Campus Threat Assessment Team will meet as stipulated in the CVPP or as necessary.

Pursuant to the Illinois Campus Security Enhancement Act of 2008 (“the Act,” 110 ILCS 12/1 et seq.), a copy of the CVPP will be provided to the Sangamon County Emergency Management Agency, the Illinois Emergency Management Agency Regional Office and the Illinois Board of Higher Education.

Exceptions: (None)

Contact: Associate Chancellor for Public Affairs & Chief of Staff to the Chancellor

Campus Violence Prevention Plan

I. Campus Violence Prevention Committee

Pursuant to the Campus Security Enhancement Act of 2008, the University of Illinois at Springfield has formed a Campus Violence Prevention Committee (CVPC) that will be tasked with implementing the CVPP, ensuring the individuals mentioned in this plan are responsible for the appropriate education and prevention of violence on campus, and providing oversight to the existing components of the Campus Threat Assessment Teams mentioned in the CVPP. The CVPC is comprised of faculty, campus administration, student affairs, law enforcement, human resources, counseling services, and residential life personnel.

II. Threat Assessment Team

The Threat Assessment Team conducts threat assessments, address aberrant, dangerous, or threatening behavior on campus and provide guidance and best practices for preventing violence and providing supportive services. The Threat Assessment Team includes individuals from the Provost's office, student affairs, law enforcement, human resources, legal counsel, and mental health professionals.

The CVPP establishes a set of common sense behavioral thresholds and when the staff of the university is in possession of information that an individual has crossed one of these thresholds, university personnel respond with a combination of:

- **Face-to-face meetings** between university professionals and individuals of concern.
- **Internal consultations** among university professionals to assess and address the incident/situation.
- **Ad hoc meetings** among university professionals to assess and address the incident/situation.
- **Policies and protocols** designed to address the incident/situation.
- **A monitoring and oversight team** that oversee the university's response to these situations (Threat Assessment Team).

Varying thresholds and differing responses apply to individuals falling into one of three categories:

- **Enrolled students** (including prospective students and recently graduated students),
- **Faculty and staff** (including but not limited to postdoctoral fellows, prospective and former employees),
- **Members of the general public** (including but not limited to alumni and parents of enrolled students).

This process of progressive community engagement is supported by the Campus Threat Assessment Team.

III. University Policies Related to Violence and Violence Prevention

Violence Prevention and Response Policy: The University of Illinois at Springfield is committed to safe and nonviolent environment for all students, faculty, staff and visitors. Acts of violence and threats of violence are not acceptable conduct in the campus community and will not be tolerated. Violent acts and threats of violence should be reported to the University Police immediately.

Student Code:

The following categories of conduct are specifically prohibited and may form the basis for disciplinary action:

- A. Violence, the threat of violence, harassment, or intimidation directed against another person or persons.
- B. The intentional obstruction or interference with any person's right to attend or participate in any UIS function.
- C. Hazing.
- D. Unreasonable obstruction or disruption of teaching or other UIS activities.
- E. Unauthorized possession or use of firearms, explosives, dangerous chemicals or other dangerous weapons on UIS property in contravention of federal, state, or local law or UIS regulations.
- F. Trespass, intentional property damage, or theft.
- G. Use, possession or distribution of alcoholic beverages by or to underage persons or controlled substances on UIS property in violation of federal, state, or local law or UIS regulation.
- H. Intentionally entering false fire alarms or bomb threats; tampering with fire extinguishers, alarms or safety equipment; refusing to follow directions to evacuate a building as directed during any emergency condition.
- I. Forgery, alteration or misuse of UIS documents, records or identification.
- J. Unauthorized use of UIS's name, finances, materials, facilities and supplies (including stationery bearing UIS's letterhead.)
- K. Interference or attempted interference with the administration of this Code, such as the initiation of a grievance or complaint knowing that the charge was false, intimidation or bribery of hearing participants, acceptance of bribes, dishonesty or disruption of proceedings and hearings.

- L. Falsification of information provided for official university business.
- M. Acts in violation of Board of Trustees (BOT) and/or University and/or UIS policies, regulations or rules. These include, but are not limited to:
 - 1. Human Rights Policy
 - 2. Title IX and Sexual Misconduct Policy (hereinafter the “Sexual Misconduct Policy”)
 - 3. Alcoholic Beverages Policy
 - 4. Drug-Free Workplace Policy
 - 5. Student Housing Policy
 - 6. Student Employment Policy
 - 7. Parking Regulations.

IV. Violence Prevention Program for Students

A. Thresholds Applying to Students:

- 1. Violent ideation: expression of violent ideas or intent to harm others.
- 2. Suicide threat, attempt or significant ideation.
- 3. Pattern of physical or emotional bullying and/or intimidation.
- 4. Unwelcome sexual advances, requests or other verbal or physical sexual conduct.
- 5. Harms or destroys property in a way that could endanger others.
- 6. Inappropriate attempts to control processes, outcomes, or decisions beyond the person’s control.
- 7. Pursuing unreasonable options and continues to do so after instructed to stop (e.g. fixation on an ‘injustice’).
- 8. Delusional ideations or behaviors (persecutory, paranoia, hallucinations).
- 9. Excessive, escalating or inappropriate alcohol or other drug use.

B. Response to Students Who Cross One or More Threshold(s)¹

- 1. University Police are contacted as appropriate to address a threat of harm and/or suspected criminal activity.

¹ Students who cross a criminal threshold are arrested as appropriate. Students who cross a threshold in the Student Code are adjudicated through the Dean of Students Office.

2. The Threat Assessment Team engages in early intervention if a threshold behavior is crossed.
3. When the consensus of the Threat Assessment Team is that it should be involved in the campus's ongoing response to a situation, the student will be "Activated." A decision to activate a case is based on an evaluation of the totality of the facts and circumstances known at the time and on the experience and professional judgment of the Team members and not simply whether one or more thresholds have been crossed.
4. An "Activated" student is reviewed and/or monitored as appropriate where the following may occur:
 - a. Check FOID card and concealed carry permit status
 - b. Check criminal history
6. An "Activated" student will have a Coordinator assigned and an action plan developed with an inclusion of realistic expectations.
7. Whenever necessary based on the facts known at the time and the professional judgment of Threat Assessment Team members, an emergency meeting of the full Threat Assessment Team will be held.
8. See Attachment A for information regarding a mandated assessment following a suicide threat/ attempt.
9. See Attachment B for general policies and regulations regarding alcohol and drug abuse for students.
10. Information will be appropriately shared with outside agencies and/or jurisdictions.

C. Training & Education/Awareness Building²

1. New RA's and RD's, are informed of the policies, protocols and procedures related to campus violence prevention during staff training and in-services. Other staff members are made aware of the policies, protocols and procedures during periodic training sessions as they relate to the aforementioned behavioral thresholds.
2. Sexual assault prevention/awareness. The Associate Chancellor for Access and Equal Opportunity & Title IX Coordinator provides multiple training and educational session on sexual assault prevention and awareness throughout the year. The Associate Chancellor for Access and Equal Opportunity & Title IX Coordinator provides training

² 29 Ill.ADM.CODE 305 states in Subpart E: Training and Exercise Guidelines (Section 305.100), "Pursuant to the Act, each higher education institution shall conduct training on its CEOP and CVPP annually. Training should include all administrators, faculty, staff, students and any other members of the campus community so they are familiar with key components of the CEOP and CVPP."

during new student orientation. UIS encourages its students to complete Haven/Haven Plus Training. Additionally, the Women's Center provides multiple educational sessions and resources to the campus community regarding sexual assault prevention and awareness.

3. Other safety programs and presentations. University Police offer Rape Aggression Defense training which is a comprehensive course for women that begins with awareness, prevention, risk reduction and avoidance, while progressing to the basics of hands-on defense training. University Police developed a safety video shown during new student orientation sessions, the video is designed to educate new students on campus safety. The Counseling Center and the Office of the Dean of Students conduct annual training to multiple focus groups on campus which focuses on distressed and distressing students.

D. Privacy Protection

1. Information is shared in accordance with all federal and state laws regarding student, client and/or patient confidentiality.

V. Violence Prevention Program for Faculty and Staff

A. Thresholds Applying to Faculty/Staff

1. Violent ideation: expression of violent ideas or intent to harm others.
2. Suicide threat, attempt or significant ideation.
3. Pattern of physical or emotional bullying and/or intimidation.
4. Unwelcome sexual advances, requests or other verbal or physical sexual conduct.
5. Harms or destroys property in a way that could endanger others.
6. Inappropriate attempts to control processes, outcomes, or decisions beyond the person's control.
7. Pursuing unreasonable options and continues to do so after instructed to stop (e.g. fixation on an 'injustice').
8. Delusional ideations or behaviors (persecutory, paranoia, hallucinations).
9. Excessive, escalating or inappropriate alcohol or other drug use.

B. Responses to Faculty/Staff Who Appear to Have Crossed One or More Threshold(s)

1. University Police are contacted as appropriate to address a threat of harm and/or suspected criminal activity.

2. University Police, Supervisors, and Unit Executive Officers provide relevant information about the concerns to Human Resources.
3. The Threat Assessment Team will consider available information to make a preliminary determination as to whether or not one or more thresholds have been crossed. The review may include FOID card and concealed carry permit status checks as well as a criminal history review.
4. The employee may be placed on administrative leave while the situation is evaluated.
5. When the consensus of the Threat Assessment Team is that it should be involved in the campus's ongoing response to a situation, the case will be "Activated." A decision to activate a case is based on an evaluation of the totality of the facts and circumstances known at the time and on the experience and professional judgment of the Team members, and not simply whether one or more of the thresholds have been crossed.
6. For all "Activated" cases, a Coordinator is assigned and an action plan is developed to respond to the concerns. The response may include interviewing individuals, FOID card and concealed carry permit status checks, a criminal history review, and any necessary employment action. For all activated cases, the Coordinator is responsible for documenting the progress of the case.
7. Information will be appropriately shared with outside agencies and/or jurisdictions.

C. Training & Education/Awareness Building³

1. **New supervisor/new unit executive officer training.** New supervisors and new unit executive officers are made aware of violence prevention policies during supervisory and executive orientation.
2. **Ongoing training.** Supervisors and unit executive officers receive voluntary ongoing training about campus policies and practices. These include:
 - Policy and Rules (bi-annually)
 - Civil Service Performance Management (bi-annually)
 - Performance Partnership Program (PPP) (bi-annually)
 - Troubled Employee (FSAP)
 - Academic Performance Management
 - Victim Economic Security and Safety Act (VESSA)
 - Substance Abuse in the Workplace

³ 29 Ill.ADM.CODE 305 states in Subpart E: Training and Exercise Guidelines (Section 305.100), "Pursuant to the Act, each higher education institution shall conduct training on its CEOP and CVPP annually. Training should include all administrators, faculty, staff, students and any other members of the campus community so they are familiar with key components of the CEOP and CVPP."

3. **Training in-place.** Supervisors and unit executive officers involved in new and ongoing situations are trained in-place by campus professionals.
4. **Additional training.** University Police also offer Rape Aggression Defense training which is a comprehensive course for women that begins with awareness, prevention, risk reduction and avoidance, while progressing to the basics of hands-on defense training. The Counseling Center with the Dean of Students Office provides training for faculty and staff which is specifically related to suicide ideation and assisting people in addressing issues related to suicide. UIS provides Title IX training for all of its employees.

D. Privacy Protection

1. Personnel records are shared in accordance with applicable federal and state laws.

VI. Violence Prevention Program for the Public

A. Thresholds Applying to the Public

1. Violent ideation: expression of violent ideas or intent to harm others.
2. Suicide threat, attempt or significant ideation.
3. Pattern of physical or emotional bullying and/or intimidation.
4. Unwelcome sexual advances, requests or other verbal or physical sexual conduct.
5. Harms or destroys property in a way that could endanger others.
6. Inappropriate attempts to control processes, outcomes, or decisions beyond the person's control.
7. Pursuing unreasonable options and continues to do so after instructed to stop (e.g. fixation on an 'injustice').
8. Delusional ideations or behaviors (persecutory, paranoia, hallucinations).
9. Excessive, escalating or inappropriate alcohol or other drug use.

B. Responses to Members of the Public Who Appear to Have Crossed One or More Threshold(s)

1. University Police are contacted as appropriate to address a threat of harm and/or suspected criminal activity.

2. University Police may conduct FOID card and/or concealed carry permit status check(s), and a criminal background check.
3. As warranted, University Police will inform and consult with appropriate members of the Threat Assessment Team. The Threat Assessment Team will consider available information to make a preliminary determination as to whether or not one or more thresholds have been crossed. The review may include FOID card and concealed carry permit status checks as well as a criminal history review.
4. When the consensus of the Threat Assessment Team is that it should be involved in the campus's ongoing monitoring and/or management of a situation, the case will be "Activated." A decision to activate a case is not based solely or automatically on the determination that an individual has crossed one or more thresholds. Rather, activation is based on an evaluation of the totality of the facts known at the time and on the experience and professional judgment of the Team members.
5. For all "Activated" cases, a Coordinator is assigned and an action plan is developed to respond to the concerns. The response may include interviewing individuals, FOID card and concealed carry permit status checks, criminal history review. For all activated cases, the Coordinator is responsible for documenting the progress of the case
6. Information will be shared with outside agencies and/or jurisdictions.

VII. Members of the Campus Community Who Have Filed an Order of Protection and/or Are Involved in a Situation Involving Intimate Partner Violence

Any member of the University community who files an Order of Protection is strongly encouraged to notify the University Police. As warranted, campus units are strongly encouraged to notify the University Police when they become aware of an order of protection and/or a situation involving intimate partner violence.

1. The University Police will work with the affected individual and assess any safety concerns.
2. As warranted, the University Police may assist in creating a safety plan.
3. As warranted, University Police will contact the Threat Assessment Team and convene its membership.
4. If a situation arises to the threshold of being "activated" (by consensus of the Campus Threat Assessment Team), a Coordinator is assigned and an action plan is developed.
5. Ongoing developments will be periodically reviewed until the situation is "deactivated."

Attachment A

Student Emergency and Referral Procedures

The University of Illinois expects and encourages students to maintain reasonable care for their own well-being. Students who threaten or attempt suicide, engage in efforts to prepare to commit suicide, or express a preoccupation with suicide are required to attend four sessions of professional assessment at the UIS Counseling Center or with an external licensed mental health professional. Requests to meet the four session requirement through an external licensed mental health professional must be approved by the Counseling Center

Attachment B

Drug and Alcohol Policy

UIS is committed to maintaining a drug- and alcohol-free environment for its students and employees, in compliance with applicable federal and state laws. Students or employees who violate federal or state laws concerning drugs or alcohol are subject to criminal prosecution; those who violate university policies may also be subject to institutional sanctions.

No one under the age of twenty-one may store, possess, or consume alcoholic beverages on any property under the control of the university, including campus housing. Persons of legal drinking age – age twenty-one years or older – may possess or consume alcoholic beverages only in areas or at functions specifically designated or approved for such use.

The unlawful or unauthorized possession, use, distribution dispensation, sale, or manufacture of controlled substances or alcohol is prohibited on university property or as part of any University activity. Employees and students who violate this policy may be disciplined in accordance with University policies, statutes, rules, regulations, employment contracts, and labor agreements, up to and including dismissal and referral for prosecution.

Attachment C

Parental Notification

The University of Illinois at Springfield is committed to providing a safe campus environment that enhances student learning and development.

The campus acknowledges the important role of parents in supporting and facilitating their son's or daughter's success in college.

In accordance with federal law, the UIS administration may notify a student's parents of the student's violation of federal, state, or local law, or of any rule or policy of the University regarding the use or possession of alcohol or a controlled substance, if the student is under age 21 at the time of the notification and if UIS has determined that the student has committed a disciplinary violation.

The decision to give parental notification will be based on factors such as the student's prior judicial history, the severity of the alleged incident, and other relevant circumstances.

Attachment D

Title IX and Sexual Misconduct Policy

Section 1. Purpose, Discrimination Prohibition and Scope

A. Purpose

The purpose of this policy is threefold:

1. To foster an educational and workplace environment free from sex and Gender discrimination, including Sexual Harassment and other Sexual Misconduct;
2. To encourage all members of the UIS community to report alleged violations of this policy; and,
3. To provide for appropriate corrective action when violations of this policy occur.

B. Discrimination on the Basis of Sex is Prohibited

UIS prohibits and does not tolerate Gender or sex discrimination, which includes Sexual Harassment and other Sexual Misconduct (including Sexual Assault, Domestic Violence, Dating Violence and Stalking). To prevent discrimination on the basis of Gender or sex, UIS ensures access to equitable educational opportunities and program participation. No one is, on the basis of Gender or sex, excluded from participation in, denied the benefits of, or subjected to discrimination under any UIS education program or activity. UIS is committed to providing and preserving an educational and work environment free from all forms of Gender and sex discrimination, including Sexual Harassment and other Sexual Misconduct.

C. Scope

This policy applies to all members of the UIS community, including all UIS students; employees; other affiliated individuals, including but not limited to, visiting faculty and visiting scholars; and third parties, including but not limited to contractors, subcontractors, volunteers, and visitors. Any person may report an alleged or suspected a violation of this policy.

This policy applies regardless of actual or perceived Sexual Orientation or Gender Identity.

This policy covers conduct that occurs on all UIS premises, property, or facilities, wherever located, as well as conduct, including online conduct, that does not occur on UIS premises, property, or facilities, that substantially affects the UIS community's interest. All references to UIS and "campus" include UIS's Springfield, Peoria, and Emiquon Conservancy locations, as well as any other UIS premises, property, or facilities.

Conduct prohibited by this policy may violate other laws and policies, depending on context and circumstances, e.g., discrimination on the basis of sex in employment violates Title VII of the Civil Rights Act of 1964, as amended, and UIS's Non-Discrimination and Equal Opportunity Policy.

Section 2. UIS Title IX Coordinator

Title IX of the federal Education Amendments of 1972 prohibits sex and Gender discrimination in the educational setting, as well as retaliation for the purpose of interfering with any right or privilege secured by Title IX. As UIS's Title IX Coordinator, the Associate Chancellor for Access and Equal Opportunity (AEO) coordinates UIS's efforts to comply with and carry out UIS's Title IX responsibilities.

The UIS Title IX Coordinator receives concerns or reports by e-mail at titleix@uis.edu or by phone at (217) 206-9999. The Title IX Coordinator is available to meet in-person upon request at the AEO Office (UIS Public Affairs Center, Room 491) or at any other appropriate campus location.

Section 3. Definitions

For the definitions of key terms used in this policy, see Appendix A. Defined terms used in this policy begin with capital letters.

Section 4. Awareness, Education, and Counseling

A. Dissemination of the Title IX and Sexual Misconduct Policy

UIS posts this policy and the associated procedures on the AEO website to ensure it is available to the entire UIS community. A copy of this policy will be provided to anyone upon request.

B. Education, Awareness, and Prevention Programs

UIS provides annual sex and Gender discrimination and Sexual Misconduct prevention and awareness training for all students who attend one or more classes on a UIS campus. The content of this training is described in more detail at Appendix B.

UIS provides annual victim-centered and trauma-informed response training to all UIS Responsible Employees. UIS also ensures those individuals whose duties include resolution of complaints of student violations of this policy receive at least eight additional hours of annual training regarding issues related to Sexual Misconduct and the UIS complaint resolution procedures.

C. Counseling Services

Confidential Advisors at the UIS Counseling Center provide emergency and ongoing support to student members of the campus community who report being victims of Sexual Misconduct. For more information about UIS Confidential Advisors and the services they provide, see Appendix C.

The Counseling Center also makes professional counseling services available to those accused of committing Sexual Misconduct.

Employees requesting counseling services are provided information on accessing services available through the University's Employee Assistance Program or through other resource providers.

Section 5. Alleged Violations of this Policy

A. Reporting Options

Persons believing they are the victim of Gender or sex discrimination, including Sexual Misconduct, or who have information about Sexual Misconduct involving UIS students or employees, are encouraged to inform the Title IX Coordinator and/or the UIS police or local police. For a more complete discussion of reporting options and actions, see Appendix D. For other incidents involving alleged inequitable treatment on the basis of sex or Gender, contact the Title IX Coordinator.

Persons reporting as victims of Gender or sex discrimination, including Sexual Misconduct, are provided with their rights and options in writing concerning reporting the allegations, relevant contact information, available assistance, interim protective measures, accommodations, and complaint resolution procedures.

B. Responsible Employee Reporting Requirements

UIS Confidential Advisors are not considered Responsible Employees. All other UIS employees, including student housing resident advisors but excluding all other undergraduate and graduate student employees, are considered Responsible Employees. In order for UIS to respond effectively and proactively to prevent Sexual Misconduct, all UIS Responsible Employees must report any suspected Sexual Misconduct they become aware of to the Title IX Coordinator. Reports should be made as soon as possible, but must be made within 48 hours of receiving the information. For a more complete discussion of Responsible Employee duties and responsibilities, see Appendix E.

Responsible Employees who witness or learn about alleged Sexual Misconduct and who fail to report such conduct in a timely manner may be subject to disciplinary action, up to and including termination of employment.

C. Interim/Protective Measures

UIS's concern for student, employee, and community safety is paramount. Accordingly, UIS provides anyone reporting safety concerns with written notice regarding how to request possible protective measures, including changes to on-campus academic, living, transportation, and working situations. A non-exclusive list of possible protective measures is found in Appendix F. The Title IX Coordinator assists with identifying and recommending implementation of any appropriate measures. UIS keeps the measures confidential unless doing so impairs implementation.

D. Confidentiality

UIS strives to maintain confidentiality to the fullest extent possible, consistent with applicable state and federal law and UIS's obligation to investigate alleged or suspected violations of this policy. Accordingly, the Title IX Coordinator and all UIS administrators, supervisors and Responsible Employees keep the identities of Complainants, Respondents, and any witnesses confidential to the extent permissible under applicable state and federal law and subject to their reporting and other responsibilities under this policy.

Persons reporting being the victim of Sexual Misconduct may request that their identity be kept confidential and/or that UIS not investigate their allegations. The Title IX Coordinator evaluates each request, taking into account the requestor's desires, UIS's responsibility to provide a safe and nondiscriminatory environment for all students and employees, and other relevant factors. For more information about submitting confidentiality requests and how they are evaluated, approved or denied, see Appendix G.

UIS also asks those involved in the Title IX complaint process to maintain confidentiality, particularly when confidentiality is required to protect witnesses, prevent evidence from being destroyed, avert a threat that subsequent testimony would be fabricated, or prevent a cover-up. Any direction to maintain confidentiality does not impede a Complainant or Respondent from submitting information for consideration during the complaint process and is consistent with applicable law.

Section 6. Complaint and Investigation Procedures

UIS is committed to the prompt and equitable resolution of all alleged or suspected violations of this policy. When UIS becomes aware of a possible violation of this policy, UIS takes immediate and appropriate steps to investigate or otherwise determine what occurred (subject to the confidentiality rules). If the investigation reveals that a violation of this policy occurred, UIS takes action reasonably calculated to end the violation, prevent its recurrence, and, as appropriate, remedy its effects.

UIS's ability to investigate in a particular situation may be affected by any number of factors, including whether the Complainant is willing to file a complaint or consent to an investigation, whether the Respondent is a UIS student or employee, where the alleged or suspected violation occurred, and UIS's access to relevant information. UIS is nonetheless committed to investigating all alleged and suspected violations of this policy to the fullest extent possible.

Any pending criminal investigation or criminal proceeding may impact the timing of UIS's investigation, but UIS commences its own investigation as soon as possible. UIS coordinates with law enforcement investigations and shares information to the extent permitted and as appropriate. UIS reserves the right to commence and complete its own investigation prior to the completion of any criminal investigation or criminal proceeding.

Complaints are addressed within 60 days of filing, including completing the investigation and any required process to consider appropriate sanctions, unless UIS reasonably determines for good cause that additional time is required.

A. Informal Complaint Resolution Process

Issues or concerns may arise or be reported by the Complainant or others that, in the judgment of the Title IX Coordinator, do not rise to the level of a violation of this policy. In such situations, the Complainant may prefer to seek an informal resolution of the issues or concerns. For more information on the informal complaint resolution process, see Appendix H.

B. Formal Complaint Resolution Process

Any person may submit a formal complaint alleging a violation of this policy. Formal complaints are submitted in person or in writing to the Title IX Coordinator. Formal complaints must be submitted within 180 days of the occurrence of the matter being complained about. Formal Complaints submitted outside this timeline are normally not investigated unless the Title IX Coordinator determines there is an ongoing risk to the safety of the UIS community, although support services are generally available for current students and employees without regard to when the matter being reported occurred. The Title IX Coordinator may also initiate the formal complaint process on her/his own accord after becoming aware of a possible violation of this policy involving UIS students or employees. For more information on the formal complaint resolution process, see Appendix I.

C. Investigating the Complaint

If the Title IX Coordinator determines that the issue or concerns presented, if true, would constitute a violation of this policy, s/he consults with the Complainant to determine if a formal investigation is appropriate. If a formal investigation is initiated, it is conducted in a prompt, thorough, fair and impartial manner. For more information on the Title IX Coordinator's investigation of complaints and the Report of Investigation, see Appendix J.

At the completion of fact-finding efforts and analysis, the Title IX Coordinator prepares a written Report of Investigation and delivers it to the Dean of Students if the Respondent is a student, or to the appropriate supervisors and other officials if the Respondent is an employee. The Report of Investigation 1) includes factual findings; 2) concludes whether a violation of this policy occurred; and 3) recommends appropriate potential corrective options.

The Title IX Coordinator also notifies Complainants and Respondents in writing of the investigation outcome (i.e., whether the investigation found that a violation of this policy occurred). The notification is issued contemporaneously to both parties to the extent possible and specifies that Complainants and Respondents may make arrangements with the Title IX Coordinator to review the Report of Investigation, subject to applicable privacy laws and regulations, within 5 business days of the date of the notice.

Complainants and Respondents are informed that they may appeal the outcome within 7 business days of the date of the notice and/or file a complaint with an appropriate state or federal agency or the courts.

The Title IX Coordinator may reopen the investigation at any time for good cause shown, including at the request of the Dean of Students, and issue a revised Report of Investigation. In such cases, the above notice and appeal rights apply to the revised Report of Investigation.

D. Investigation Findings and Disciplinary Action

All investigations resulting in a finding that a violation of this policy occurred result in a referral to the Office of the Dean of Students for disciplinary action for student Respondents or a referral to the appropriate supervisors and other officials for appropriate employment action.

If the Title IX Coordinator determines that this policy was not violated, then in the case of student Respondents, the Dean of Students reviews the Report of Investigation to determine if there is evidence of other Student Conduct Code violations. In the case of employee Respondents, appropriate supervisory and/or other officials review the Report of Investigation to determine if there is evidence of other campus policy or workplace standard violations. The Title IX Coordinator is also available to meet with Complainants to explain why their complaint was not substantiated.

If the findings are inconclusive, the Title IX Coordinator may seek to facilitate a resolution or a result that takes the concerns and well-being of both the Complainant and the Respondent into account. The Title IX Coordinator always prioritizes any and all safety concerns.

For more information on the investigation findings and how they are resolved, see Appendix K.

E. Documentation

The Title IX Coordinator maintains records documenting any reports or complaints alleging violations of this policy and how such reports or complaints were resolved. Records include, but are not limited to, any agreements reached under the informal complaint resolution process, Reports of Investigation, and documentation of corrective action taken, follow-up/monitoring activities, and any mandated reporting. All records are confidential and are made available to persons outside of the process only as required or permitted by law.

Section 7. Appeals

Complainants and the Respondents may appeal the complaint outcome within 7 business days of the issuance of the Report of Investigation. Parties may appeal the complaint outcome only on the following grounds: 1) a procedural error occurred, or 2) new information exists that would substantially change the outcome of the finding. Both parties also retain the right to file a complaint with an appropriate state or federal agency or the courts in accordance with applicable law. For more information on submitting an appeal and how appeals are decided, see Appendix L.

Section 8. Students and Employees with Grievance Rights

Nothing in this policy overrides provisions in applicable state or federal law, University of Illinois or UIS governing documents, collective bargaining agreements, or other contractual obligations of the University of Illinois or UIS.

For State Universities Civil Service System employees found to have violated this policy and subject to the responsible administrator's recommendation that disciplinary action be taken, the employee is covered by "AN ACT TO CREATE THE STATE UNIVERSITIES CIVIL

SERVICE SYSTEM” which specifies that “...no employee shall be demoted, removed or discharged except for cause, upon written charges, and after an opportunity to be heard in his own defense...” before an Advisory Committee of the Merit Board. Please contact Human Resources for additional information and assistance.

Section 9. Conflicts of Interest

Persons conducting functions pursuant to this policy must be free from conflicts of interest and bias for or against any party. UIS officials having a conflict of interest or bias in a particular case must recuse themselves from taking part in the complaint resolution process and notify the appropriate UIS or University of Illinois official so that a substitute can be designated. Similarly, either party to a complaint may request a substitution for an official with authority to make a finding or impose a sanction in their proceeding if the participation of the official poses a conflict of interest. See Appendix J.

For additional information on how certain conflicts of interest are resolved, see Appendix M.

Section 10. Retaliation Prohibited

It is a violation of Title IX and this policy to retaliate against a person for reporting in good faith an alleged or suspected violation of this policy, or for assisting, participating, or cooperating in an investigation of the same. UIS takes immediate and appropriate steps to investigate allegations of retaliation and protects the Complainant, as necessary.

The reporting party can use the complaint resolution mechanisms specified in this policy to allege retaliation. Retaliation is a basis for disciplinary action or sanctions by the appropriate administrator, up to and including termination of employment or dismissal/expulsion.

Section 11. Filing Complaints with External Agencies

Individuals believing they have experienced discrimination on the basis of Gender or sex at UIS have the right to initiate a complaint with an appropriate state or federal agency. For more information, see Appendix N.

Section 12. UIS-Wide Task Force

UIS sponsors a UIS-wide task force with members drawn from UIS staff, UIS students, the UIS Police, and the Peoria campus. Representatives from community-based organizations and local law enforcement are also invited to participate. The task force works toward improving UIS coordination with community leaders and service providers to prevent sexual misconduct and to facilitate a coordinated response both in terms of law enforcement and victim services. UIS makes appropriate training available to task force members.

Section 13. Annual Report

UIS will provide no later than November 1, 2017, and every November 1 thereafter, an annual report concerning the immediately preceding calendar year to the Illinois Department of Human Rights and the Attorney General with all of the components required by Section 9.21 of the *Illinois Board of Higher Education Act* (110 ILCS 205/9.21).

Appendix A

Definitions

Campus Security Authority. A Campus Security Authority is (i) a campus police department or a campus security department of an institution; (ii) any individual or individuals who have responsibility for campus security but who do not constitute a campus police department or a campus security department under paragraph (i) of this definition, such as an individual who is responsible for monitoring entrance into institutional property; (iii) any individual or organization specified in an institution's statement of campus security policy as an individual or organization to which students and employees should report criminal offenses; and (iv) an official of an institution who has significant responsibility for student and campus activities, including, but not limited to, student housing, student discipline, and campus judicial proceedings. If such an official is a pastoral or professional counselor, the official is not considered a campus security authority when acting as a pastoral or professional counselor.

Complainant. A person alleging a violation of this policy.

Confidential Advisors. Professional counselors available at the UIS Counseling Center or off-campus who provide emergency and ongoing support, help find needed resources, and talk with students about reporting Sexual Misconduct. Confidential Advisors are not considered Responsible Employees. All communications between a Confidential Advisor and a survivor of Sexual Violence pertaining to an incident of Sexual Violence are confidential, unless the student victim consents to the disclosure in writing, the disclosure falls within a statutory exception, or failure to disclose the communication would violate state or federal law.

Consent. Consent is informed, freely and actively given, mutually understandable words or actions that indicate a willingness to participate in the mutually agreed upon sexual activity in question. Silence does not necessarily constitute consent. If coercion, intimidation, threats, or force (express or implied) are used there is no consent. There is no consent when the victim is under duress or is deceived. Lack of verbal or physical resistance or submission resulting from the use of force or threat of force does not constitute consent. A person's manner of dress does not constitute consent. A person's consent to past sexual activity does not constitute consent to future sexual activity. A person's consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another. A person can withdraw consent at any time. A person cannot consent to sexual activity if he or she is unable to understand the nature of the activity or give knowing consent due to the circumstances, including without limitation the following: the person is incapacitated due to the use or influence of alcohol or drugs; the person is asleep or unconscious; the person is under age; or the person has a mental disability. Whether an individual has taken advantage of a position of influence over an alleged victim may be a factor in determining consent. See Section 10(1) of the *Illinois Preventing Sexual Violence in Higher Education Act*, (110 ILCS 155/10).

Dating Violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of relationship, the type of the relationship, and the frequency of the interaction between the persons involved in the relationship.

Dean of Students. The Dean of Students is the UIS official designated by the Vice Chancellor for Student Affairs to oversee and manage the UIS Student Conduct Code. Unless otherwise indicated, references in this policy to the Dean of Students include persons designated by the Dean of Students.

Domestic Violence. Domestic violence means felony or misdemeanor crimes of violence committed by:

1. A current or former spouse or intimate partner of the alleged victim;
2. A person with whom the alleged victim shares a child in common;
3. A person who is cohabitating with, or has cohabitated with, the alleged victim as a spouse or intimate partner;
4. A person similarly situated to a spouse of the alleged victim under the domestic or family violence laws of the State of Illinois; or
5. Any other person against an adult or youth alleged victim who is protected from that person's acts under the domestic or family violence laws of the State of Illinois.

Gender. A classification assigning masculine or feminine labels to people, typically based on biological sex and acknowledging only two genders, male or female/man or woman.

Gender-based Harassment. A form of sex-based harassment referring to unwelcome conduct based on an individual's actual or perceived sex, including harassment based on Gender Identity or nonconformity with sex stereotypes, and not necessarily involving conduct of a sexual nature.

Gender Expression. The external display of one's Gender Identity, through an array of markers that may include dress, demeanor, social behavior, mannerisms, or other factors, generally measured on scales of masculinity and femininity.

Gender Identity. The internal perception of one's Gender or sense of masculinity, femininity, or a fluid combination; how individuals label themselves, regardless of biological sex.

Inducing Incapacitation for Sexual Purposes. Using drugs, alcohol, or other means with the intent to affect or having an actual effect on the ability of an individual to consent or refuse to consent to sexual contact.

Relationship Violence. A collective term that encompasses domestic violence and dating violence.

Respondent. A person accused of conduct violating this policy.

Responsible Employee. Any employee who has the authority to take action to redress Sexual Violence; who has been given the duty of reporting incidents of Sexual Violence or any other misconduct by students to the Title IX Coordinator or other appropriate school designee; or whom a student could reasonably believe has this authority or duty. UIS Confidential Advisors are not considered Responsible Employees; however, all other UIS employees, including student housing resident advisors but excluding all other undergraduate and graduate student employees, are considered Responsible Employees.

Retaliation. Any action or attempted action taken by an accused individual or a third party against any person because that person opposed any practices forbidden under this policy or

because that person in good faith filed a complaint, testified, assisted, or participated in any manner in an investigation or proceeding under this policy. This includes action taken or attempted against a bystander who intervened to stop or attempt to stop Sexual Misconduct. Retaliation includes intimidating, threatening, coercing, or in any way discriminating against an individual because of the individual's good faith complaint or participation in the complaint process.

Sexual Assault. Sexual Assault is any sexual contact that does not involve the knowing consent of each person, including:

1. Any form of sexual penetration without consent; and
2. Any intentional or knowing touching or fondling, directly or through clothing, of the sex organs, buttocks, or breasts of another person without consent and for the purpose of sexual gratification or arousal.

Sexual Exploitation. Taking non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not otherwise constitute Sexual Assault, Domestic Violence, Dating Violence or Stalking. Examples of behavior that could rise to the level of Sexual Exploitation include but are not limited to:

1. Prostituting another person;
2. Non-consensual visual (e.g., video, photograph) or audio-recording of sexual activity;
3. Non-consensual distribution of photos, other images, or information of an individual's sexual activity, intimate body parts, or nakedness, with the intent to or having the effect of embarrassing an individual who is the subject of such images or information;
4. Going beyond the bounds of consent (such as letting friends hide in the closet to watch otherwise consensual sex);

Sexual Harassment. Sexual Harassment is unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual Violence, including Sexual Assault, is a form of Sexual Harassment. Sexual Harassment can involve persons of the same or opposite sex. Sexual Harassment can take one of the following two forms, both of which are prohibited by this policy:

1. When the terms or conditions of employment, educational benefits, academic grades or opportunities, living environment, or participation in a UIS activity is conditioned upon, either explicitly or implicitly, submission to or rejection of unwelcome sexual advances or requests for sexual favors, or such submission or rejection is a factor in decisions affecting that individual's employment, education, living environment, or participation in a UIS program or activity. Generally, perpetrators are agents or employees with some authority from the University.
2. When pervasive or egregious conduct based on sex, sexuality, Gender Identity, Gender Expression, or Sexual Orientation creates a hostile environment. To constitute a hostile environment, the conduct must:

- a) Be based on sex, sexuality, Gender Identity, Gender Expression, or Sexual Orientation;
- b) Be sufficiently serious (i.e., severe, pervasive, or persistent) and objectively offensive so as to deny or limit a person's ability to participate in or benefit from UIS's programs, services, opportunities, or activities; or
- c) Have the purpose or effect of unreasonably interfering with an individual's employment.

Mere offensiveness is not enough to create a hostile environment. Although repeated incidents increase the likelihood that harassment has created a hostile environment, a serious incident, such as a Sexual Assault, even if isolated, can be sufficient.

In determining whether harassment has created a hostile environment, consideration is given not only as to whether the conduct was unwelcome to the person who feels harassed, but also whether a reasonable person in a similar situation would have perceived the conduct as objectively offensive. The following factors are also considered:

- a) The degree to which the conduct affected one or more students' education or individual's employment;
- b) The nature, scope, frequency, duration, and location of the incident or incidents and the context in which they occurred;
- c) The identity, number, and relationships of persons involved;
- d) The age and sex of the alleged harasser and the subject or subjects of the harassment;
- e) Other incidents at UIS, as appropriate; and
- f) Incidents of Gender-based, but nonsexual harassment.

Sexual Misconduct. Sexual Misconduct includes, but is not limited to, sexual and Gender-based harassment, Sexual Violence, Sexual Exploitation, Dating Violence, Domestic Violence and Stalking. Sexual Misconduct includes the full range of unlawful sex-based misconduct under Illinois and federal law, regardless of whether it is specifically defined in this policy.

Sexual Orientation. The direction of one's sexual attraction to others; not always absolute.

Sexual Violence. Sexual Violence refers to physical sexual acts attempted or perpetrated against a person's will or when a person is incapable of giving consent. Sexual Violence includes Sexual Assault.

Stalking. Stalking is two or more acts directed at a specific person that would cause a reasonable person to fear for her, his, or others' safety, or to suffer substantial emotional distress, and includes, but is not limited to, following, monitoring, surveilling, or threatening a person; initiating or continuing contact with a person without consent; or interfering with or damaging a person's property.

Transgender. An umbrella term covering a range of identities that transgress socially defined Gender norms; also signifies a person who lives as a member of a Gender other than that based on sex assigned at birth. Transgender persons may or may not wish to transform their bodies hormonally and surgically to match their inner sense of Gender/sex.

Appendix B

Annual Training for UIS Students

- Annual Gender and sex discrimination and Sexual Violence primary prevention and awareness training for all students who attend one or more classes on the Springfield or Peoria campuses includes the following components:
- An overview of UIS's comprehensive policy to prevent and respond to Sexual Misconduct
- The identity of the UIS Title IX Coordinator, including confirmation of requisite skills and training
- An overview of applicable federal, state, and local laws (including Title IX)
- UIS's definitions of Consent, inability to Consent, and Retaliation as they relate to Sexual Misconduct
- Practices for identifying, preventing and addressing Sexual Misconduct
- Procedures for reporting of alleged or suspected Sexual Misconduct to UIS, the UIS Police, and local law enforcement
- Confidential Advisors or other available confidential resources
- Available survivor services
- The procedures that are used to investigate and resolve complaints and reports
- Strategies for bystander intervention and risk reduction
- The types of sanctions or other corrective actions potentially available to address violations of this policy
- All applicable education and training requirements under Campus SaVE and VAWA enactments

Appendix C

Confidential Advisors

Confidential Advisors can provide victims of Sexual Misconduct with information on available counseling and crisis response services, discuss possible next steps regarding reporting options and possible outcomes, and advise on rights and UIS's responsibilities regarding orders of protection, no contact orders, or similar lawful orders issued by UIS or a criminal or civil court.

If requested, Confidential Advisors can liaise with UIS officials, rape crisis centers, sexual assault centers, the UIS police and/or local law enforcement. Confidential Advisors can also assist with 1) contacting and reporting to UIS officials, the UIS Police and/or local law enforcement, and/or 2) requesting appropriate interim/protective measures.

UIS Confidential Advisors have no obligation to report crimes to UIS or law enforcement, except that UIS Confidential Advisors report on a monthly basis to the Title IX Coordinator the number and type of incidents of Sexual Misconduct reported exclusively to the Confidential Advisor. This allows the anonymous statistical data to be included in UIS's Annual Security and Fire Safety Report (also known as the Clery Report).

Confidential Advisors receive 40 hours of training on Sexual Violence before being designated a Confidential Advisor and attend a minimum of 6 hours of ongoing education training annually on issues related to Sexual Violence to remain a Confidential Advisor. Confidential Advisors also receive periodic training on the campus administrative processes, interim measures, academic and other accommodations, and Title IX complaint resolution procedures.

Confidential Advisors are available at the following locations:

1. On-campus: UIS Counseling Center: (217) 206-7122
2. Off-campus: Prairie Center Against Sexual Assault, 3 West Old State Capitol Plaza, Springfield, IL (217) 744-2560

Appendix D

What To Do If You Are The Victim Of Sexual Misconduct

A. If you are the Victim of Sexual Violence:

1. **Emergency Situations.** Dial 911 for law enforcement assistance.

2. **Seek Medical Attention Immediately.** If you are the victim of Sexual Violence, UIS strongly encourages you to go to a hospital emergency room, with a friend if possible. Healthcare providers can treat the physical consequences of Sexual Violence, such as injuries, concerns of pregnancy, and/or sexually transmitted diseases. Healthcare providers can also collect evidence even if you choose not to immediately seek criminal charges against an offender. Healthcare staff are required by Illinois law to contact local law enforcement; however, you choose whether to speak with police personnel or decline to do so.

Hospitals in the Springfield area include:

- Memorial Medical Center, 800 N. Rutledge, Springfield, IL 62702, (800) 798-3011
- St. John's Hospital, 800 E. Carpenter Street Springfield, IL 62769, (217) 544-6464

Both are located just north of downtown Springfield.

In Peoria:

- OSF Saint Francis Medical Center, 530 NE Glen Oak Ave., Peoria, IL 61637, (309) 655-2000, located close to the Peoria Center.

2. **Preserve Evidence.** It is important that you not bathe, douche, smoke, change clothing or clean the bed/linen/area where you were assaulted so that evidence may be preserved if the offense occurred within the past 96 hours, as it may be helpful for proof of criminal activity. If necessary, you can place clothing or bedding in a clean paper bag until you are able to provide the items to UIS or local law enforcement. You are also encouraged to preserve other evidence by saving text messages, instant messages, social networking pages, and other communications, and keep pictures, logs or other copies of documents, if you have any, as they could be useful for disciplinary proceedings, police investigations, and/or seeking orders of protection.

B. Reporting Options for all Sexual Misconduct

1. **To Police.** Although UIS and UIS Police strongly encourage all members of the UIS community to report criminal conduct to the police, it is your choice whether to make such a report to police, and you have the right to decline involvement with the police. The Title IX Coordinator can assist you in notifying the UIS Police or off campus law enforcement, should you choose to do so.

- In an emergency, dial 911.
- Students attending the Springfield campus may contact the UIS Police at (217) 206-6690 or the Springfield Police Department at (217) 788-8311.

- Students attending classes at Peoria Center, may contact the Illinois Central College Police at (309) 999-4699 or the Peoria Police at (309) 673-4521.

2. To Title IX Coordinator: You are encouraged to report the incident to the UIS Title IX Coordinator:

Title IX Coordinator: **Deanie Brown**

Telephone: (217) 206-9999

E-mail: titleix@uis.edu

In person: PAC 491

If you prefer, you may report the incident to the Office of the Dean of Students at (217) 206-8211 (who in turn informs the Title IX Coordinator). If you decline to contact the Title IX Coordinator, it is possible the Title IX Coordinator may learn about the incident through reports by other people. In the event that occurs, you may be contacted by the Title IX Coordinator or the Dean of Students to address the incident and/or broader campus safety concerns.

3. To UIS Responsible Employees. You can report the incident to any UIS Responsible Employee. Responsible Employees are obligated to report to the UIS Title IX Coordinator if they become aware of alleged Sexual Misconduct. UIS Confidential Advisors are not considered Responsible Employees; however, all other UIS employees, including student housing resident advisors but excluding all other undergraduate and graduate student employees, are considered Responsible Employees. Responsible Employees receive training on their responsibility to keep personal identifiable information about you confidential and only share it with persons with a specific need to know who are investigating or adjudicating a complaint or delivering resources or support services.

C. Confidential Counseling

You can obtain confidential counseling to help cope with the incident and/or explore options for reporting the incident. The following confidential counseling resources are available:

3. On-campus: UIS Counseling Center: (217) 206-7122

4. Off-campus: Prairie Center Against Sexual Assault, 3 West Old State Capitol Plaza, Springfield, IL (217) 744-2560

Professional counselors at these locations can provide support, help find needed resources, and talk with you about reporting the crime. The Title IX Coordinator and the Office of the Dean of Students can also assist with requests for changes in academic or living situations because of an incident.

D. Amnesty

Any UIS student who reports a violation of this policy in good faith to a UIS Responsible Employee will not receive a disciplinary sanction for an ancillary Student Conduct Code violation, such as underage drinking, revealed in the course of the student's report, unless UIS determines that the violation was egregious, including without limitation an action that places the health or safety of any other person at risk.

E. Compensation for Eligible Crime Victims through the State of Illinois

If you are eligible, you may seek compensation under state law. If you do not have public aid or private medical insurance, the Illinois *Sexual Assault Survivor's Emergency Treatment Act* covers emergency room costs if you go to a hospital. The hospital should not bill you for the treatment. Instead, the hospital is reimbursed by the Illinois Department of Public Aid.

Under the Illinois *Crime Victim's Compensation Act*, you may be reimbursed for out-of-pocket medical expenses, loss of earnings, psychological counseling and loss of support income due to the crime. Maximum reimbursement is \$27,000. If you plan to request compensation under this law, you should contact the toll-free Crime Assistance Line as soon as possible to ensure compliance with reporting deadlines. Information about these reporting requirements can be found through the Office of the Illinois Attorney General: www.illinoisattorneygeneral.gov/victims/cvc.html. The toll-free Crime Assistance Line is (800) 228-3368, or TTY (877) 398-1130.

Appendix E

Responsible Employees

All UIS employees, except the Counseling Center **employees** and all graduate and undergraduate student employees except student housing resident advisors, are considered Responsible Employees. UIS is considered to have notice of Sexual Misconduct if a Responsible Employee knew, or in the exercise of reasonable care, should have known about the Sexual Misconduct. Accordingly, all UIS Responsible Employees [1] are required to report any Sexual Misconduct they become aware of to the Title IX Coordinator. Reports should be made as soon as possible, but must be made within 48 hours of receiving the information.

Given that reporting obligation, Responsible Employees must first inform persons seeking to report Sexual Misconduct to them that:

- The Responsible Employee is obligated to report the allegations, including the names (if known) of the persons being reported as the victim and the alleged perpetrator, to the Title IX Coordinator;
- The person has an option to request confidentiality and that there are confidential advocacy, counseling, or other support services available;
- The person has a right to file a Title IX complaint with UIS and to report a crime to the UIS Police or local law enforcement;
- UIS will protect the person's confidentiality to the greatest extent possible; and,
- Reporting this information to the Title IX Coordinator does not necessarily mean that a formal complaint or investigation will be initiated if the person requests confidentiality.
- The Responsible Employee should also ask the person reporting the Sexual Misconduct whether she or he has any safety concerns.

After receiving a report of Sexual Misconduct, a Responsible Employee must report the following information (if known) to the Title IX Coordinator:

- The names of the alleged perpetrator and victim;
- The names of witnesses or other students involved;
- Relevant facts including the date, time, and location; and,
- Whether there are any safety concerns.

All personal identifiable information must be treated as confidential and only shared with persons with a specific need to know who are investigating/adjudicating the complaint or delivering resources or support services.

The Responsible Employee's reporting obligation is in addition to any reporting requirements that might otherwise exist, including the *Abused and Neglected Child Reporting Act (ANCRA)* and University policy.

Responsible Employees who witness or learn about alleged Sexual Misconduct and who fail to report it in a timely manner may be subject to disciplinary action, up to and including termination of employment.

Some UIS Responsible Employees have also been identified as Campus Security Authorities (CSAs) under the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, also known as the “Clery Act”. In addition to their obligations as UIS Responsible Employees, UIS employees identified as CSAs must also report certain crimes brought to their attention to the UIS Police so that the crimes can be counted in the statistical summaries found in UIS’s Annual Security and Fire Safety Report, also known as the “Clery Report”. Employees who are both UIS Responsible Employees and CSAs must fulfill their reporting responsibilities under both roles, including meeting applicable reporting timelines.

[1] Because of statutory limitations, Counseling Center employees are not considered Responsible Employees and do not report incidents to the Title IX Coordinator without express written consent. UIS Confidential Advisors do, however, report on a monthly basis to the Title IX Coordinator the number and type of incidents of Sexual Misconduct reported exclusively to the Confidential Advisor so the anonymous statistical data can be included in UIS’s Annual Security and Fire Safety Report (also known as the Clery Report). A person who makes a confidential report to the Counseling Center may still contact the Title IX Coordinator at any time to access appropriate campus resources.

Appendix F

Non-Exclusive List of Potential Interim/Protective Measures and Corrective Action/Remedies

The need for interim/protective measures and corrective action/remedies is assessed on a case-by-case basis. Depending upon the circumstances, potential interim measures, protective measures, corrective action and remedies could include, but not be limited to, any of the following:

- A campus order of no contact
- Campus no-trespass notices
- Making an escort available to assist the Complainant move safely between classes and campus activities
- Adjusting class schedules or methods of participating in activities to minimize campus contact between the Complainant and the Respondent
- Moving the Complainant or Respondent to a different residence hall
- Counseling services
- Medical services
- Academic support services
- Other appropriate academic accommodations
- Advising on the availability of no contact orders, or similar lawful orders issued by a criminal or civil court.
- Reviewing any disciplinary actions taken against the Complainant to see if there is a causal connection between the reported harassment and the misconduct that may have resulted in the Complainant being disciplined
- Modifying work schedules or locations
- Adjusting reporting lines

Appendix G

Confidentiality Requests

Persons reporting that they are a victim of Sexual Misconduct may request that their names not be revealed to the Respondent. They may also request that UIS not investigate or seek action against the Respondent. It is important to understand that if either of these requests are made, UIS's ability to respond fully to the incident, including initiating disciplinary or adverse employment action against the Respondent, may be limited. Before making a confidentiality request, consider that both Title IX and this policy include protections against Retaliation, and that UIS will not only take steps to prevent Retaliation but also take strong responsive action if it occurs.

The Title IX Coordinator evaluates requests not to reveal names or other identifiable information in the context of UIS's responsibility to provide a safe and nondiscriminatory environment for all students and employees. The Title IX Coordinator weighs the confidentiality request against the following factors: the seriousness of the alleged policy violation; the Complainant's age; whether there have been other complaints about the same Respondent; the Respondent's rights to receive information about the allegations if the information is maintained by the school as an "education record" under FERPA, and the rights of the Respondent to receive information about the Complainant and the allegations if a formal disciplinary proceeding with sanctions may result.

If the Title IX Coordinator grants the Complainant's confidentiality request, UIS will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not prevent UIS from responding effectively to the alleged Sexual Misconduct and maintaining a safe environment for the UIS community.

If the Title IX Coordinator is unable to grant the confidentiality request, the Title IX Coordinator informs the Complainant prior to making any disclosures. If a Complainant requests that the Title IX Coordinator inform the Respondent that the Complainant asked UIS not to investigate or seek discipline, the Title IX Coordinator will honor the request.

If UIS cannot take disciplinary or adverse employment action against the Respondent because of the Complainant's desire to maintain confidentiality, UIS will pursue other steps to limit the effects of the alleged Sexual Misconduct and prevent its recurrence.

A student Respondent to a complaint has a right under the *Family Educational Rights and Privacy Act* (FERPA) to request to inspect and review information about allegations if the information directly relates to the Respondent and UIS maintains the information as an education record. In such a case, UIS either redacts the Complainant's name and all identifying information before allowing a Respondent to inspect and review the sections of the complaint that relate to the Respondent, or informs the Respondent of the specific information in the complaint that is about the Respondent. Respondents are not be given access to information protected by law from disclosure.

Appendix H

Informal Complaint Resolution Process

Issues or concerns may arise or be reported by the Complainant or others that, in the judgment of the Title IX Coordinator, do not rise to the level of a policy violation. In such situations, the Complainant may prefer to seek an informal resolution of the issues or concerns.

Before recommending the informal complaint resolution process, the Title IX Coordinator meets with the Complainant to discuss this policy and confirm that the Title IX Coordinator has a complete understanding of the Complainant's issues or concerns, including all pertinent facts and circumstances. The Title IX Coordinator also confirms that the Complainant feels comfortable and confident that the Title IX Coordinator understands his or her issues or concerns.

If after this discussion, both the Title IX Coordinator and the Complainant agree that the informal complaint resolution process is appropriate, the Title IX Coordinator directly assists and guides effective and equitable problem-solving efforts, working with the Complainant and other relevant parties as appropriate.

If at any time during the informal complaint resolution process either 1) the Complainant desires to pursue a formal complaint, or 2) facts or circumstances arise that indicate Sexual Misconduct may have occurred, the Title IX Coordinator will terminate the informal complaint resolution process and handle the matter consistent with the other provisions of this policy.

The informal complaint process cannot be used to resolve any suspected violation of this policy.

Appendix I

Formal Complaint Resolution Process

Any person may submit a formal complaint alleging a violation of this policy. Formal complaints are submitted to the Title IX Coordinator. Formal complaints must be submitted within 180 days of the occurrence of the matter being complained about. Formal complaints submitted outside this timeline are normally not investigated unless the Title IX Coordinator determines there is an ongoing risk to the safety of the UIS community, although support services are generally available for current students and employees without regard to when the matter being reported occurred. The Title IX Coordinator may also initiate the formal complaint process on her/his own accord after becoming aware of a possible violation of this policy involving UIS students or employees.

Upon initiation of a complaint, the Title IX Coordinator confers with the person(s) with the concern to establish the nature of the complaint. The Title IX Coordinator also provides the person(s) with a copy of this policy and written notification about existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other available services, both at UIS and in the community. The Title IX Coordinator also provides information about filing a complaint with the UIS Police, local law enforcement authorities, and external civil rights agencies.

Whenever possible, formal complaints are addressed within 60 days of filing, including completing the investigation and any required process to consider sanctions, unless UIS reasonably determines for good cause that additional time is required. Good cause includes complying with collective bargaining agreements, other University or campus policies, and/or state statutes and regulations. In such cases, the Title IX Coordinator simultaneously provides written notice of the delay and the reason for it to the Complainant and the Respondent.

Appendix J

Investigating Complaints

If the Title IX Coordinator determines that the issue or concerns presented, if true, would constitute a violation of this policy, s/he consults with the Complainant to determine if a formal investigation is appropriate. The Complainant has the option of requesting that no formal investigation be conducted. The Title IX Coordinator will consider the request in light of broader campus safety and institutional responsibilities when deciding whether it is appropriate to honor a request for no formal investigation. If the Title IX Coordinator concludes an investigation is appropriate, it is conducted in a prompt, thorough, fair and impartial manner.

As part of the investigation process, the Title IX Coordinator informs the Respondent of the nature of the complaint. The Title IX Coordinator meets separately with the Respondent and others deemed by the Title IX Coordinator to be necessary to ascertain the factual basis of the complaint. Any disclosures the Title IX Coordinator makes regarding the complaint (including in the case of employees to the Respondent's supervisory staff, the appropriate unit head or dean, and the appropriate vice chancellor or executive administrator) are made only if deemed necessary to conduct the investigation, provide appropriate services to the Complainant, or protect the rights of either the Complainant or the Respondent. All disclosures are consistent with FERPA or applicable employee privacy rights.

The investigation process further consists of the Title IX Coordinator gathering relevant information, evaluating that information, and then rendering a written Report of Investigation determining whether the alleged policy violation occurred. The fact-finding investigation does not include a hearing or adversarial proceeding of any kind.

As part of the investigation process, the Title IX Coordinator initially informs both the Complainant and the Respondent that the Title IX Coordinator will determine whether the complaint is substantiated and gives each party the opportunity to request from the Chancellor or her/his designee a substitution for the Title IX Coordinator if there is a conflict of interest. The Title IX Coordinator also gives both the Complainant and Respondent equal opportunity to be interviewed, to submit written statements, to provide the names and contact information for potential witnesses or to submit written statements from those witnesses, and to submit or identify other evidence for the Title IX Coordinator's consideration. The Title IX Coordinator may require that any statements from witnesses offered by the parties, including expert witnesses, be submitted in writing. Prior to the issuance of the Report of Investigation, the Title IX Coordinator may meet with either party for follow-up fact-finding efforts, or collect additional information from any source, as required.

Both parties have the right to have the assistance of and/or to be accompanied by an advisor at any meeting or interview they participate in as part of the investigation provided that the involvement of the advisor does not result in undue delay of the meeting or interview.

The advisor may, but need not be, an attorney. Each party is responsible for any costs associated with his or her advisor. To ensure direct access to relevant facts and circumstances, the Title IX Coordinator may restrict the role advisors play in the investigatory process, provided such restrictions are evenly applied to both parties.

In conducting the investigation, the Title IX Coordinator requires access to all pertinent material, records, reports, documents and computerized information in the possession of any UIS personnel, and the Title IX Coordinator must be given the opportunity to interview all persons possessing relevant information unless exempt from disclosure or reporting under state or federal law.

Obstruction of an investigation of allegations of conduct prohibited by the policy is grounds for disciplinary action or sanctions by the appropriate body, up to and including termination of employment and/or dismissal or expulsion.

Standard for Determining Responsibility. The standard the Title IX Coordinator uses to determine whether UIS's Title IX policy has been violated is whether it is more likely than not, based on information gathered and examined, that the Respondent violated this policy. This is the "preponderance of the evidence" standard of proof.

Investigation Timeline. The Title IX Coordinator normally completes the investigation and issues a Report of Investigation within 30 days. If it is not possible to complete the investigation and report within that time frame, the Title IX Coordinator simultaneously notifies in writing the Complainant, the Respondent, and appropriate administrators and supervisors as to the cause of the delay and the expected time of completion.

Appendix K

Investigation Findings and Disciplinary Action

A. Findings Concluding that Policy Violations Occurred

All investigations finding that a violation of this policy occurred result in referral to the Office of the Dean of Students for disciplinary action for student-respondents or referral to the appropriate supervisors and other officials for appropriate employment action.

1. If the Respondent is a student, the Dean of Students forwards the Report of Investigation to the Chair of the Executive Panel for a proceeding under the Student Conduct Code. The sole purpose of the proceeding is to review the Report of Investigation and determine appropriate sanctions. The range of possible sanctions includes a warning, written reprimand, restitution, community service, probation, suspension, or dismissal.
2. If the Respondent is an employee, the Title IX Coordinator forwards the Report of Investigation to the appropriate supervisors and other officials for appropriate disciplinary action applicable to the Respondent's employee group. The range of possible sanctions includes oral warnings, written warnings, reassignment and/or demotion, paid or unpaid suspension, severe sanctions less than dismissal, discharge, termination and/or loss of tenure.

If new information emerges during the disciplinary process that, in the opinion of the hearing panel for students or the relevant disciplinary authority for employees, could substantively alter the findings, conclusions or recommendations in the Report of Investigation, the Report of Investigation and the new information are returned to the Title IX Coordinator for appropriate action, including reopening the investigation and issuing an amended Report of Investigation. Both parties have the right to review and appeal the amended Report of Investigation in accordance with Section 6.C. of this policy before the disciplinary process resumes or terminates.

For student Respondents, resolution of the disciplinary process is normally concluded within 21 calendar days, along with the implementation of recommended corrective action. For employee Respondents, resolution of any employment action is in accordance with applicable employment policies or practices. Administrators may take additional reasonable steps, as necessary, to prevent the recurrence of the misconduct and may request advice from the Title IX Coordinator to implement corrective action.

The Title IX Coordinator encourages Complainants to report if any issues resume and/or if retaliatory conduct occurs.

B. Findings Concluding that No Policy Violations Occurred

If the Title IX Coordinator determines that this policy was **not** violated, then in the case of student Respondents, the Dean of Students reviews the Report of Investigation to determine if there is evidence of other Student Conduct Code violations. Similarly, in the case of employee Respondents, the appropriate supervisors and/or other officials review the Report of Investigation to determine if there is evidence of other campus policy or workplace standard violations. In either the student or the employee Respondent situation, if there is evidence of non-Title IX and Sexual Misconduct policy violations, the normal disciplinary procedures are followed.

In addition, the Title IX Coordinator is available to meet with the Complainant initiating the Sexual Misconduct complaint process to explain why the complaint was not substantiated. If the complaint was filed by a third-party who is not the reported victim, although it is not appropriate to disclose outcomes, the third-party Complainant is informed that the complaint has been appropriately addressed.

C. Inconclusive Findings

If the findings are inconclusive, the Title IX Coordinator may seek to facilitate a resolution or a result that takes into account the concerns and well-being of both parties while prioritizing any and all safety concerns.

Appendix L

Appeals

Both the Complainant and the Respondent may appeal the complaint outcome. Parties may appeal the complaint outcome only on the following grounds: 1) a procedural error occurred, or 2) new information exists that would substantially change the outcome of the finding. Appeals of the complaint outcome are decided by an administrative review of the relevant documents as set forth below.

Appeals of the complaint outcome must be submitted in writing to the Chancellor or her/his designee within 7 business days of receiving the notice of complaint outcome. The party opposite the appealing party is given an opportunity to review the appeal, to the extent permitted by law, and to submit additional material to be considered together with the appeal. Any additional material must be submitted within 7 business days of being notified the other party has appealed. Any additional material submitted is made available to the appealing party subject to applicable privacy laws.

The Chancellor may delegate or assign responsibility for reviewing the appeal to an appropriate official with the requisite training and having no conflict of interest or prior involvement in the case, including but not limited to an official from the University of Illinois at Urbana/Champaign or the University of Illinois at Chicago. The Chancellor or her/his designee will thoroughly review the appeal, any material submitted by the other party, and the written record of the complaint. The Chancellor or her/his designee may also request any additional information, which will be shared with the parties in advance of the Chancellor or her/his designee's decision on the appeal, subject to applicable privacy laws. The Chancellor or her/his designee will issue a written decision based upon a preponderance of the evidence within 10 working days following receipt of the appeal and any additional material submitted by the other party, unless she/he determines additional time is necessary. The Chancellor or her/his designee will simultaneously notify the parties in writing of 1) any extension of time to render a decision and the reason for the extension, and 2) within 7 business days after conclusion of the review, the decision on the appeal.

The Respondent and the Complainant may also appeal any sanctions imposed for violating this policy. Appeals in cases involving student Respondents are submitted in accordance with the procedures set forth in the Student Conduct Code. Employees follow the procedures applicable to the Respondent's employee group for appealing or grieving the imposition of disciplinary action.

Appendix M

Additional Information on Conflicts of Interest

Complaints against the following officials should be submitted as indicated.

A. Campus-based University Administration Employees

University Administration employees working on the UIS campus should communicate relevant concerns or initiate complaints and grievances regarding this policy with the University's Assistant Vice President for Human Resources and Equal Opportunity, whose policies and procedures apply.

B. Complaint Against the Title IX Coordinator

When the accused party is the Title IX Coordinator, the Chancellor designates another appropriate administrator for purposes of implementation of this policy's procedures. The designated administrator must have the requisite training and experience and have no conflict of interest or prior involvement in the case. The designated administrator could include the University's Assistant Vice President for Human Resources and Equal Opportunity or an official from the University of Illinois at Urbana/Champaign or the University of Illinois at Chicago, subject to the concurrence of the President or the respective Chancellor, as appropriate.

C. Complaint Against UIS Chancellor

When the accused party is the UIS Chancellor, the Complainant should submit a complaint in writing to the President of the University of Illinois, 364 Henry Administration Bldg., 506 S. Wright St. Urbana, Illinois 61801 [Phone: (217) 333-3071].

Appendix N

Filing Reports with External Agencies

Individuals who believe they have experienced Sexual Misconduct at UIS have the right – and may initiate – a complaint with an appropriate state or federal compliance agency. Students and employees may file Sexual Misconduct complaints with the Illinois Department of Human Rights (IDHR). Students may also file complaints with the U.S. Department of Education, Office for Civil Rights (OCR). In addition, any University employee may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC). Contact information for each agency appears below.

UIS is committed to taking prompt and fair remedial action to address violations of this policy regardless of whether an internal or external complaint has been filed. In fact, the filing of a complaint of discrimination with state or federal civil rights agency does not relieve UIS of its responsibility to respond appropriately to a Sexual Misconduct complaint. Accordingly, even if an external complaint is filed, UIS may continue to take appropriate actions consistent with this policy to address the complaint.

Illinois Department of Human Rights

222 S. College St.
Springfield, IL 62704
(217) 785-5100

Office for Civil Rights

U.S. Department of Education

Citigroup Center
500 West Madison Street, Suite 1475
Chicago, IL 60661
(312) 730-1650

U. S. Equal Employment Opportunity Commission

500 West Madison Street, Suite 2000
Chicago, IL 60661
(800) 669-4000

Attachment E

Protection of Minors

Protection of Minors

Issuing Offices: University Office of Human Resources and University Ethics Office

Issue Date: November 8, 2012

Revision Date: June 30, 2016

I. Policy Statement

The University of Illinois recognizes a fundamental obligation to protect minor children in its care; the youngest and potentially most vulnerable members of its community. Accordingly, the University has adopted certain safeguards intended to better protect minor children when they are on University premises participating in University programs and activities designed to include minors, or when they are in the care of University staff. The University and its employees shall comply with applicable federal and state laws to provide a safe environment in which children can learn, discover, and achieve their full potential. This includes compliance with the “Abused and Neglected Child Reporting Act”.

All University of Illinois personnel, volunteers, and contractors are expected to be familiar with and comply with the provisions of this Policy and any related University or campus policies and/or procedures, as applicable. In addition, non-university organizations and entities that operate non-university programs and activities on campus (i.e. Registered Student Organizations, lessees, etc.) shall be familiar with this Policy and shall take appropriate precautions to protect minors participating in or attending their programs and activities.

II. Website Address For This Policy

This policy and related procedures are published on the University Human Resources website at <http://www.hr.uillinois.edu/> in the Policy Library section.

III. Requirements

1. Duty to Cooperate

All Members of the University Community shall cooperate with investigations of alleged child abuse/neglect, including DCFS initiated, law enforcement initiated, and/or internal investigations. All Members of the University Community shall also cooperate with investigations of alleged violations of this Policy and any applicable campus procedures.

2. Duty to Complete Education and Acknowledgement; Sign Certificate.

a. The Illinois “Abused and Neglected Child Reporting Act” (ANCRA) mandates that all personnel of an institution of higher education must immediately report cases of suspected child abuse or neglect of minors (children under the age of 18) directly to the Department of Child and Family Services (DCFS) at 1-800-25-ABUSE (1-800-252-2873) as soon as abuse or neglect is suspected.

b. All Members of the University Community must complete the University-approved education program(s) and sign a certification acknowledging completion of the training.

c. All Members of the University Community must also sign an acknowledgement certifying their understanding of reporting responsibilities.

3. Duty to Report a. To University Police: All Members of the University Community shall report suspected child abuse or neglect to the appropriate University of Illinois Police Department (UIC: 312-996-2830; UIS: 217-206-6690; UIUC: 217-333-1216). In emergencies or when an incident involves injury, all Members of the University Community are expected to call the police and the appropriate University office.

b. To DCFS: In addition, all University Personnel who have reasonable cause to believe that a minor child known to them in his or her professional or official University capacity may be an abused or neglected child must immediately make a report to the Department of Children and Family Services (DCFS) at 1-800-25-ABUSE (1-800-252-2873) as soon as abuse or neglect is suspected [1]. In addition to making a verbal report to DCFS, the reporting party must follow any additional directions given by DCFS to complete the report. Other Members of the University Community are encouraged to make a report.

a. The duty to report includes (but is not limited to) the requirement that University personnel report any suspected abuse that they witness occurring on University premises or at a University-sponsored event.

b. The duty to report includes both (a) minors who are currently enrolled at the University or accepted for enrollment (e.g., a 17 year-old student enrolled as an undergraduate); and (b) minors who are not enrolled or accepted for enrollment as students at the University but who participate in a University program or activity designed to include minors or who otherwise become known to University personnel in their official or professional capacity.

c. To Medical Examiner or Coroner: All University Personnel who have reasonable cause to suspect that a child has died as a result of abuse or neglect shall immediately report his suspicion to the appropriate medical examiner or coroner.[2] Other Members of the University Community are encouraged to make the report referenced herein.

4. Duty to Submit to Background Checks All Members of the University Community who are responsible for the supervision or care of children, or whose duties would require close contact and/or alone time with minors who are not enrolled or accepted for enrollment at the University, must undergo a criminal background check and sex offender registry check in accordance with campus procedures. Campuses may require checks from other individuals as deemed appropriate.

a. Each campus must establish policies and procedures for conducting background checks of individuals responsible for the supervision or care of children, or whose duties would require close contact and/or alone time with minors who are not enrolled or accepted for enrollment at the University. At a minimum, such policies must require checks for Members of the University

Community involved in programs or activities designed to include minors who: 1) are directors or supervisors of such programs or activities; 2) those whose duties require close contact and/or alone time with minors as part of their job responsibilities or role in the program or activity; and 3) those who stay overnight with the minors as part of their job responsibilities or role in the program or activity. The campuses may adopt applicable state or federal background check standards or requirements for certain programs as warranted.

b. In the event of extenuating circumstances (e.g. the need for numerous volunteers with short lead time) an alternative to background checks may be allowed by the campus. The alternative method includes 1) recording the names and contact information for the individuals prior to the program date, 2) verifying the names have been checked against the online sex offender registry and disqualifying anyone who is listed in the registry, and 3) requiring individuals to show a valid photo ID upon program check-in. Campus officials should consider the duration of the event, whether there will be one-on-one or alone time with minors, whether or not overnight accommodations are involved, and how recently the individual was last required to submit to a background check by it or other institutions before allowing an exception to the background check requirement.

5. Campus and Program Safeguards a. Each campus must maintain a current report of University activities and programs designed for minors not enrolled or accepted for enrollment at the University. Activities and programs to be recorded on the report include, but are not limited to camps, summer programs, lessons, performances, and tutoring. The report must at a minimum detail program location/facility, dates and times, age range of participants, and planned number of participants. For each program listed, contact information must be provided for two responsible individuals who will make arrangements for the safety of minors and other participants in the event of an emergency.

b. Each campus should document minimum standards or safeguards for appropriate levels of supervision for programs and activities, including guidelines for overnight stays.

IV. Retaliation Will Not Be Tolerated

Retaliatory acts against Members of the University Community who make good faith reports or complaints under this policy, and/or who cooperate in the investigation and handling of such complaints, even if it is found that no violation of the policy has occurred, will not be tolerated. In accordance with the University Whistleblower Policy, any member of the University community who believes that he or she is the subject of retaliation or reprisal should contact the appropriate office as designated in the Policy. The University will promptly investigate all complaints of alleged retaliation or reprisal.

V. Sanctions for Violation of Policy

Failure to comply with the provisions of this policy and any related campus procedures may result in cancellation of an event and/or discipline in accordance with campus and University policies, up to and including termination of employment, dismissal from the University, issuance of No-Trespass Notices, and/or disqualification for participation in future volunteer activities.

Knowingly making a false report or complaint under this policy, or knowingly providing false or intentionally misleading information during an investigation, may also result in disciplinary action up to and including termination of employment and/or dismissal from the University.

For purposes of this Policy, the following definitions shall apply:

a. Child Abuse and Neglect: “Abused Child” and “Neglected Child” are defined in the Abused and Neglected Child Reporting Act, 325 ILCS 5/3. Please consult the statute for a full definition. In general, abuse includes the maltreatment of a child under the age of 18 by a parent, step-parent, guardian, foster parent, immediate family member, paramour of the natural parent, any individual residing in the same home, any person responsible for the child's welfare at the time of the alleged abuse, or any person who came to know the child through an official capacity or position of trust. Child abuse can be physical abuse, sexual abuse, and/or neglect.

Physical abuse includes when a parent or a person responsible for the child’s welfare inflicts, causes to be inflicted, or allows to be inflicted a physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss of impairment of any bodily function; creates a substantial risk of physical injury; commits an act of torture; inflicts excessive corporal punishment; commits or allows to be committed female genital mutilation; causes the selling, transfer, distribution, or giving of illegal drugs to a child; or commits or allows to be committed involuntary servitude, involuntary sexual servitude of a minor, or human trafficking.

Sexual abuse includes when a parent or a person responsible for the child’s welfare commits or allows to be committed any of the following: transmission of a sexual disease; sexual penetration; sexual molestation; sexual exploitation and/or places a minor at risk of sexual harm.

Neglect includes when a parent or a person responsible for the child deprives or fails to provide the child with adequate food, clothing, shelter, needed medical care, or supervision. A child is also considered neglected if he or she is subjected to an environment which is injurious insofar as (i) the child’s environment creates a likelihood of harm to the child’s health, physical well-being, or welfare and (ii) the likely harm to the child is the result of a blatant disregard of parent or caretaker responsibilities.

b. Member of the University Community: All University Personnel, University Volunteers, and University Contractors.

c. Minor: A person under the age of eighteen (18).

d. University Contractor: An individual retained by the University under contract to provide services and/or support for programs and activities designed to include minors.

e. University Personnel: Includes but is not limited to all University faculty, staff, Post-Doctoral, visiting scholars, and students in their capacity as student-employees. Excluded from this definition are individuals who began unpaid service to the University prior to 2013 and who do not have any current affiliation with the University of Illinois.

f. University Volunteer: An uncompensated individual who is authorized by a University department or unit to: a) perform civil, charitable, or humanitarian services related to the business of or in support of activities of the University designed to include minors, or b) gain personal or professional experience in specific endeavors. Volunteers perform services without a promise, expectation, or receipt of any compensation for services performed, including a promise of future employment. This definition does not include parents or guardians who are accompanying their child at a program or activity and who may provide incidental service for the program or activity.

Attachment F

Human Rights Policy

As an institution dedicated to the improvement of the human condition collectively and individually through higher education, the University of Illinois at Springfield is fully committed to human rights in all of their various forms. This policy of human rights is adopted in pursuit of the realization of this commitment.

It is the policy of the university to maintain an educational and work environment in which each member of the community may enjoy his or her rights as a human being free of discrimination or harassment. It is the policy of the university to provide equal opportunity and to promote affirmative action.

The chancellor of the university is responsible for ensuring the implementation of these nondiscrimination, equal opportunity, and affirmative action policies and programs. The university community is responsible for developing and maintaining attitudes, values, and actions that lead to community understanding of the value and importance of these policies and their effective implementation.

This document sets forth the university's basic commitment to the right of the members of its community to nondiscrimination, to equal opportunity, and to affirmative action.

Attachment G

Housing Terms and Conditions

I. ASSIGNMENTS

- A. This contract/application is binding upon the resident/applicant for the standard academic year (period of occupancy is 2 full semesters), or clearly specified remaining portion thereof if initially entering mid-term or Spring Semester.
- B. All single freshman and sophomore students under age 21, not residing with parent(s) or legal guardian(s), and having earned fewer than 60 credit hours in two (2) full years after completing High School are required to live in UIS Housing, unless otherwise exempted per policy.
- C. In addition, all newly entering undergraduate transfer students not incorporated in above requirement, as well as new international graduate students, are required to live in UIS Housing for one academic year, unless otherwise exempted per policy.
- D. Only authorized Department of Residence Life (DRL) staff will assign a resident to individual living units. UIS students always have priority in assignment to campus residential space.
- E. Students from other institutions of higher learning may be housed on a space-available basis, subject to the same administrative rules and regulations, student conduct expectations and requirements, and identical financial contractual obligations as UIS students. Proof of term-specific internship, academic registration, class schedule and/or continuing student status must be submitted each semester or term to maintain continuing housing eligibility.
- F. Space Changes
 1. Initial assignment is made approximately 30-45 days prior to the start of each academic term, with accompanying contract to be signed and returned to Housing prior to taking occupancy.
 2. Requests for voluntary space changes will be allowed with the approval of DRL staff after the second week of each term subject to a \$100 relocation fee.
 3. The University reserves the right to reassign or consolidate any resident(s) in a vacant or underutilized multiple-occupancy space when room vacancies occur. The University may choose to move you to another room or building as deemed necessary in order to maximize and maintain full capacity, efficient operations, and effective space management. When the University notifies resident of an obligation to consolidate, resident agrees to: a) accept other roommates as assigned or self-selected; b) move to another open space as requested; or c) pay any applicable increased premium rate for a room designated as a “single” (if available). Resident must complete move to new assignment within 5 days of notification of obligation to consolidate. Failure to comply within 5 days will result in resident’s student account being billed the prevailing single/private room rate.
 4. The University may make temporary assignments or place extra residents in a unit to accommodate a maximum number of residents. As space becomes available, the extra resident must move to regular accommodations.
 5. The University reserves the right to make space changes because of physical renovations, remodeling or other valid reasons as determined.
 6. All non-consolidation moves must be completed within 72 hours of initial email notification of approved space change by DRL to the student, unless the notice states otherwise. Failure to do so may incur additional daily relocation fee of \$50 per day. Resident may be required to move

in less than 72 hours due to projected cleaning, maintenance, or renovation schedules which necessitate more immediate relocation.

G. Duration of Contract/Period of Occupancy

Resident/applicant is required to fulfill the signed application/contract if registered for classes at UIS. Exceptions are noted for students entering as first-time residents Spring Semester and for applicable residential closures. RESIDENCE HALLS ARE CLOSED DURING THANKSGIVING BREAK, WINTER BREAK, SPRING BREAK, AND SUMMER TERM. RESIDENTS MUST VACATE PREMISES DURING THESE EXTENDED PERIODS WHEN CLASSES ARE NOT IN SESSION, unless exempted by petition and payment of any applicable Break Fee as may be established.

1. Resident must take possession of assigned space by end of the second day of scheduled classes/term, unless notifying DRL in advance and in writing of later check-in date. Otherwise, resident will be declared a No Show and all applicable cancellation charges shall apply. Residents remaining in Housing after the contract has expired, without prior approval from DRL, will be charged an occupancy fee of \$25 per day until resident properly checks out.
2. Occupancy/Possession is defined as completing the check-in procedure and/or accepting key(s). If the resident is registered and enrolled for the term, including any online credits, the resident will continue to be charged for the space as if living there.
3. Resident accepts the assigned unit, fixtures, furniture, and other amenities as is, except for conditions which may materially affect health or safety. Resident will be given a unit inventory form at move-in. Resident will be given 72 hours to review and note any discrepancies, defects, or damages to UIS property not listed on that inventory, in writing (or email) to their respective Resident Director. Otherwise, unit and property will be considered acceptable and in good working condition. Resident will be held responsible for subsequent changes in unit condition as noted upon checkout.
4. Any resident occupying assigned space prior to contractual move-in dates will be considered an Early Arrival. An occupancy fee of \$25/night for approved students registered in advance of established deadline will be assessed to student's account. For those students not affiliated with an approved university-related group or function, or submitting request after established deadline, the Early Arrival occupancy fee will be \$50/night. Approved students hosting non-approved students will have Early Arrival fee re-calculated at the higher nightly rate.
5. If resident is not enrolled at UIS, the student's residency can be terminated, the space released for potential reassignment, and all applicable cancellation charges assessed.
6. The application/contract may be renewed at the sole discretion of the University if resident meets all requirements for occupancy, has complied with Housing Terms and Conditions and UIS Community Handbook, has no outstanding University debts totaling more than \$200, and has no record of significant damages or negative impact to the residential community.

II. ACADEMIC REQUIREMENTS

A. Academic Year (Fall and Spring Semesters)

Resident must register for and enroll in a minimum of eight (8) hours each semester of the Housing contract period. Graduate students may register for less than eight (8) credit hours, providing that resident is registered in a Masters or Doctorate program. But residents who attend an academic institution other than UIS must submit a copy of their class schedule each semester. Interns must submit a letter from their sponsoring agency or business detailing the terms and length of the internship.

B. Summer Term

1. A continuing resident who successfully completes the previous academic year requirements, is enrolled for the subsequent Fall Semester, and electronically renews/signs a Contract for the following academic year, is not required to enroll in classes during the Summer term.
2. A continuing resident who is not returning to Housing next Fall Semester is required to enroll in at least one course during the Summer term.
3. Summer term housing accommodations are provided in the Campus Apartments or Townhouses areas in alternate years.
4. Housing is generally not available during Winter Break and Spring Break, nor during the Summer for Residence Hall residents. Exceptions must be authorized by the Director of DRL or designee.

C. Eligibility

1. On-campus housing is provided to support the educational mission of UIS and facilitate an educational environment conducive to academic pursuits.
2. Resident must immediately inform DRL in writing, via mail, fax, or e-mail when academic eligibility for UIS Housing ceases.
3. But at its discretion, the University reserves the right to provide housing to persons other than regular students enrolled for eight (8) credit hours.
4. Renewal of a Housing application/contract is at the sole discretion of the University.
5. Registration for a reduced credit load does not automatically exempt resident from continued residency and associated financial responsibilities during the contracted period.

III. FINANCIAL RESPONSIBILITIES

A. Security Deposit

1. Upon successful processing of application/contract, the deposit balance is reserved, and will serve as a security deposit against assessed charges and/or University accounts receivable incurred as noted in Sections F and G below.
2. If resident renews a contract and returns to UIS Housing for subsequent academic year, the deposit will serve as the reservation charge for the following term(s). Resident will be billed separately for any cleaning/damage charge incurred at end of the current academic year if deposit is extended by renewal to the following academic year.
3. Residents who stay for the duration of their current contract period, have no outstanding financial obligations against their university account, submit timely and appropriate documentation as required petitioning for contract release/cancellation, and who vacate and properly check-out with designated DRL staff may have their deposit refunded at the end of contract period provided all provisions of the contract have been met. The deposit, less applicable charges or fees, will be refunded within 45 days after termination or cancellation of contract is approved and resident vacates.
4. At conclusion of residency, the security deposit may be applied to any unpaid rent, outstanding fees, or charges assessed pursuant to this contract, as well as physical damages to the premises, usual wear and tear excepted. These are delineated in the Damage/Cleaning Charge List respective to each academic year and referenced on the DRL website. Examples of other fees or charges include but are not limited to health/fire/life safety assessments, improper or late check-out by expected dates/times, non-compliance with or violation of contractual obligations or stated expectations, etc. Any charges or outstanding amounts owed or assessed for damages or fees not covered by the deposit balance will be billed separately to the resident.

B. Contract Payment

1. Resident agrees, in consideration of the living unit assigned for use, to make timely payment to the campus University Student Financial Services & Cashier's Office as follows:
2. Pay the full contract amount due at the time of billing or according to the University's established due date.
3. Pay a service charge on all unpaid monthly balances of University charges, and
4. PAY ALL EXPENSES IN EVENT IT BECOMES NECESSARY FOR UNIVERSITY TO ENFORCE TERMS OF THIS AGREEMENT BY LEGAL MEANS OR USE OF A COLLECTION AGENCY, INCLUDING ACTUAL ATTORNEY'S FEES, COURT COSTS, AND OTHER COLLECTION EXPENSES.

C. Utilities

1. Housing payments cover respective basic utility service charges for an active data jack, water, sewer, trash removal, cable television, and electricity/heat/air-conditioning.
2. ENERGY, WATER, OR OTHER UTILITY CONSUMPTION DEEMED TO BE EXCESSIVE (+15% above metered monthly average billed to DRL for similar units in each court or hall), CAN INCUR A SEPARATE SURCHARGE TO STUDENT'S ACCOUNT IN ADDITION TO ESTABLISHED RENTAL RATES. SUCH SURCHARGE WILL BE IMPOSED AT THE DISCRETION OF THE UNIVERSITY AND ASSESSED ON A CUMULATIVE BASIS AT END OF EACH SEMESTER, OR WHEN A RESIDENT VACATES. Please refer to Community Handbook for additional details.
3. CONSERVATION IS ENCOURAGED AND EXPECTED OF RESIDENTS.
4. Tampering with installed energy saving thermostats or water-saving measures, such as replacing low-flow water restrictors in showerheads or faucets with non-university issued replacements will not be tolerated, and will incur change-out costs to reinstall UIS equipment, and estimated assessments for utility overage costs to resident(s).

D. Damages

1. Resident agrees to use premises, grounds, and all University-issued property and furnishings in proper and responsible manner at all times. At expiration of the contract, resident agrees to surrender same to the University in good repair and condition as normal use dictates.
2. Resident will be charged for misuse or damage within their living unit or common area of the building or Court in which he/she lives, as determined by the Director of DRL or his/her representative. Any charges assessed during the year under these Terms and Conditions will be placed on accounts receivable and are payable immediately.
3. All transcripts and enrollment will be withheld until account is paid in full.
4. Resident who vacated has 30 days from billing date to contest charges in writing to the Director of DRL or designee. However, if vacating resident elects convenience of an Express Check-Out option, and damages are subsequently assessed by authorized housing staff in the resident's absence after departure, resident will be deemed to agree with housing staff condition assessment and agrees to assume full financial responsibility for said charges.

F. Provisions Governing Submittal of Request for Cancellation of Application/Contract

1. Process: Students must submit a written Cancellation Request Form to DRL, via fax, mail, or email. Forms are available at DRL or online at www.uis.edu/housing. Phone call or other verbal requests for potential cancellation are not accepted. This form is only an application for potential release from the academic year contractual requirement. *Students should never assume or plan that their Request will be approved until subsequently receiving written*

notification of such approval from DRL. Only written notification from DRL of a cancellation approval will terminate the Housing Application/Contract.

2. Deadlines: Requests for cancellation must be *received* by DRL **on or before: May 15** for fall semester/academic year, **November 15** for spring semester, and **April 15** for the summer term.

3. Grounds for Consideration. After these dates, requests for cancellation will only be considered if meeting one of the following well-documented reasons:

- Graduation at the end of the then current term;
- Total academic withdrawal/non-registration from all UIS classes for the remainder of the contract period (*including all on-line courses*);
- Academic suspension;
- Marriage;
- Participation in academic-related experiences/internships off-campus and further than 40 miles outside of the greater Springfield area;
- Serious illness, medical or mental health condition which prevents resident from attending classes;
- Death in the immediate family;
- Call-up or induction into active military service.

It is applicant's/resident's sole responsibility to provide all necessary supporting documentation and sufficient verification of respective rationale and circumstances to satisfaction of Director or designee. A request is considered pending until such time as documents are received.

4. Effective Date. If cancellation is approved, the effective date is the date the Request for Cancellation is approved by DRL or the official check out date, whichever is later. Resident must promptly and properly vacate within 24 hours of last final or when academic eligibility ceases, whichever is earliest.

5. Fees and Charges. If the cancellation request is approved the following charges shall apply:
a. A \$100 cancellation fee is assessed for any written, resident/applicant-initiated cancellation request that is granted. The fee will be waived for requests due to Fall Graduation that are received by the deadline, or for residents inducted into active military service at any time. The \$100 cancellation fee will be assessed to requests based on Graduation submitted after the respective term deadline.

b. For cancellation requests received after the applicable request deadline for Fall and Spring, and before the student is officially scheduled to move-in, a late cancellation fee of \$300 will be assessed (excluding Graduation and military cancellations). This fee is not a penalty, but represents an estimate of the financial damages likely to be sustained by UIS for early termination, estimated at the time of execution of the original Application/Contract.

c. For cancellation requests received after the start of respective term and approved for early termination during academic year, applicant/resident will incur both cancellation charges noted above as well as pay prorated semester room rent assessed in accordance with University schedule as follows:

- Through end of week 1 10% of semester cost
- Through end of week 3 20% of semester cost
- Through end of week 5 30% of semester cost
- Through end of week 6 40% of semester cost
- Through end of week 8 50% of semester cost
- Through end of week 10 60% of semester cost

- Into week 11 or later 100% of semester cost

Calculation starts by week of official first day of advertised residential move-in date for which applicant/resident is deemed eligible or assigned check-in for the contract period, through end of the week of classes in which formal check-out/vacate is officially completed approved cancellation requests will as well as prorated semester room rent assessed through the official check out/vacate date, whichever is later,

- d. For Summer term (8 weeks), after the fifth week of the contract period, the full contract amount is due and payable.
6. For cancellations that *do not meet* criteria or deadlines noted above, resident remains financially responsible for at least 50% of the remainder of the Academic Year contract period as well as all applicable fees noted above.
7. Resident vacating his/her assigned space before end of the contract period without giving written notice, nor receiving approval for release, will be held responsible for the entire contract charge.

G. Vacating Premises

1. To ensure proper check-out, resident vacating housing must make a check-out appointment with appropriate staff at DRL Office or Front Desk at least 24 hours in advance of check-out. Failure to follow proper check-out process shall be considered an “Express Checkout” and may result in a \$50 fee.
2. Resident who elects the convenience offered by participation in the Express Checkout option, instead of appearing in person for check-out with RA, will be deemed to agree with subsequent condition assessment conducted by housing staff in his/her absence. Further, resident understands that he/she may assume financial responsibility for any and all charges resulting from identified property damages, cleaning deficiencies, unreturned keys, etc., noted as condition changes which differ from initial assessment at move-in, which may be assessed in their absence. Resident understands that any appeal of such charges may be limited if not supported by pictures or other documentation supplied by resident. Resident agrees to otherwise assume full financial responsibility for said charges.

H. Other Financial Responsibilities

1. Resident will be held financially responsible for costs not expressly referenced in this Terms and Conditions that are incurred by UIS in enforcement of this contract, including but not limited to cancellation fees, cleaning costs, moving a resident’s possessions, legal charges (including attorney’s fees), storage costs, or non-routine maintenance. Resident may also be held financially responsible for remediating damages or recovering non-insured costs to UIS property which may result from resident’s reckless, negligent, or improper use of premises, including fire, flood, or pest-related remediation charges.
2. Billing resident(s) for assessed damages does not require immediate repair of same; repair is scheduled and conducted at sole discretion of DRL. No deductions shall be allowed in rent during reasonable periods of repair.

IV. PERSONAL PROPERTY

- A. Resident is responsible for his/her personal effects. **It is strongly recommended that each resident secure renter’s insurance coverage for protection against liabilities and losses of personal property and other valuable possessions.**

B. Personal effects or belongings left behind anywhere in the unit (including common areas and closets), longer than 10 days from termination of contact or departure/vacated date, will be considered abandoned property and will be subject to disposition at DRL's discretion.

V. TERMINATION OF RESIDENCY BY THE UNIVERSITY OF ILLINOIS SPRINGFIELD

The University reserves the right to terminate residency for cause upon five (5) days written notice. In cases in which a resident's behavior constitutes a significant threat to self, the safety of other residents, or to persons &/or property at the University, lesser or minimal notice may be given. The University chooses to hold all residents accountable (including contracted non-UIS students) to all applicable UIS rules, regulations, standards, and processes while residing in campus housing units. Conditions which may result in termination of residency include, but are not limited to, when resident:

- A. Becomes delinquent in contract payments, or abandons or vacates the premises.
- B. Performs an act of violence toward an individual or property, or commits theft, within the confines of residential areas or contiguous University property.
- C. Fails to comply with Terms and Conditions, valid requests from DRL staff, or any other approved DRL policy.
- D. Violates the UIS Student Conduct Code, or state or federal laws, including without limitation, illegally possessing, selling, or delivering narcotic drugs, or other materials proscribed by or controlled under state or federal laws.
- E. Fails to adjust to the group living environment or established educational standards within the residential community.
- F. Is in possession of a beer keg or other large-volume alcohol containers on University premises.
- G. Is in possession of firearms, fireworks, or other weapons.
- H. Has tampered with smoke detectors, sprinklers, alarm pull stations, hoses, extinguishers, door closures, emergency exits, notification panels, etc., for other than actual emergency situations; is observed or found to have altered any fire prevention equipment just noted above which could interfere with normal operations; intentionally sets fires, or creates false fire alarms. Resident is subject to institutional student conduct proceedings, including possible dismissal from the University. In addition, resident may be referred to law enforcement officials for pursuit of appropriate criminal charges and could face a range of financial penalties.
- I. In cases in which residency is terminated by UIS, resident remains financially responsible for at least 50% of remainder of academic year contract period to compensate UIS for the breach.**

VI. REPAIRS AND MAINTENANCE

A. It is resident's sole responsibility to formally submit an online Work Order requesting repairs in a timely manner, utilizing designated procedures. Verbally informing a staff member of repair or maintenance issues in unit is not proper notice.

B. Any decorating by resident which is not approved by DRL Staff and results in damage to the unit may result in damage or repair charges to restore the living unit to original or acceptable condition.

C. DRL is responsible for maintaining living units and interior public residential areas. DRL shares responsibility with other campus facilities units for grounds, sidewalks, pathways and other exterior areas. Basic service for heat, lighting, and water will be maintained on a priority basis. Other necessary repairs will be completed as availability of staff, time, parts or weather permit.

D. DRL will determine what constitutes a facilities emergency regarding resident health, safety, or welfare. A facility-related condition which merely causes temporary inconvenience or discomfort to resident(s) within unit may not be defined as an emergency requiring immediate attention. Non-emergency designation could mean repair next available business day.

E. All repairs are to be completed by University staff or UIS-approved contractors. Repairs conducted by residents or other unauthorized persons will be redone and billed accordingly to resident(s).

F. If as result of fire, flood, renovation, weather, or other substantial cause, the Director of DRL or his/her representative determines that the assigned living unit is uninhabitable, resident will be offered alternative accommodations based on a space available basis. Payments may be adjusted when alternative accommodations are not equal to the original assignment. If space is unavailable, DRL staff will make reasonable efforts to help find off-campus housing and refund deposits as required (contract payments prorated to last day of campus occupancy).

VII. GENERAL CONDITIONS

A. ALCOHOLIC BEVERAGES

1. Alcoholic beverages and containers may be possessed and consumed only by persons of legal age in private living areas of the Campus Apartments or Townhouses (unless specified otherwise). Private living areas shall be defined as the living unit and do not include lounges, indoor recreation areas, hallways, multi-purpose rooms, laundry rooms, breezeways, balconies, patios, exterior grounds, parking lots, or other public areas.

2. Kegs, other large-volume containers (greater than 1.75 liters), and alcohol dispensing equipment or devices (including home brewing kits) are prohibited, and will be confiscated; possession of same can lead to termination of residency.

3. Alcohol-dispensing equipment and containers can be defined as, but not limited to, “Kegeators”, revolving liquor dispensers, shot chillers, beer bong, etc.

4. Alcoholic beverages and containers are prohibited at all times in Residence Halls, SYRI-designated units, or other residential areas as may be applicable. Unauthorized alcohol containers can be confiscated by staff and their contents immediately drained or poured out.

5. Residents may also be referred to campus police or other appropriate state law enforcement authorities as may be determined.

6. Resident(s) may not have or display decorative food and/or empty alcohol containers, due to being construed as potential fire hazards, pest control issues, or cleanliness and housekeeping problems.

B. CLEANING AND SAFETY PROTOCOLS

1. Resident is responsible for maintaining a safe, healthy, and clean environment within his/her unit at all times. Resident is required to comply with scheduled cleaning and safety inspections, and remediate any resulting deficiencies cited in timely manner as indicated. If citations are not rectified as requested, a minimum cleaning charge of \$250 may be assessed to engage an outsourced cleaning firm to accomplish requested standards. Each resident is individually and collectively responsible for the unit’s overall condition. Residents of a unit should establish shared cleaning responsibilities and duties.

2. To avoid potential liability for cleaning charges, resident(s) must thoroughly clean unit, including doors, windows, blinds, walls, carpets, bathrooms, kitchen, appliances, storage areas, & other shared spaces in common areas. Follow cleaning instructions distributed by staff prior to vacating.

3. Storage is restricted to within the assigned living unit or apartment storage closet. Personal items left in public areas will be removed by the University, and relocation or removal expenses may be assessed to resident's account after resident vacates.

4. Residents of a unit with vacant bedroom(s) are not authorized to have access to these unoccupied spaces, as new resident could be assigned to that available space at any time. Residents will be charged additional rental fees if such space has been misappropriated or misused.

5. DRL will treat each living unit for pests when determined necessary and upon request. Residents cannot opt out of spraying or other pest treatments once DRL determines such action to be necessary and in the best interests of the residential community. Repetitive treatments to resident's or surrounding units may be billed to the resident(s). Resident acknowledges that pests can be introduced to a unit by improper food storage or deficient cleaning, or transported to unit through bedding, clothing, luggage, or other personal items moved by residents or guests to the premises.

C. DRUGS

1. Resident or guest(s) are prohibited from possession, serving, storing, cultivating, manufacturing, selling, delivering, using, etc., any illegal controlled substance or paraphernalia as defined under applicable state or federal laws.

2. Residents may also be subject to student conduct charges for misuse of prescriptions and over-the-counter medications.

3. Residents may also be referred to campus police or other appropriate state law enforcement authorities as may be determined.

4. Suspected drugs or drug paraphernalia not confiscated by campus police may be disposed of by DRL staff.

D. ENTRY INTO LIVING UNITS

While the right to privacy is recognized as paramount, entry to personal living spaces by authorized University staff can be conducted under the following guidelines.

1. University Staff are authorized to enter living units without notice when they consider that there exists a potential threat to health, safety, or welfare of residents or University property. Such entry will generally be in the presence of resident except when circumstances of an emergency nature make such presence impractical. The University reserves the right to enter living units when convenient to its staff and without notice to make timely repairs, conduct maintenance, or make alterations requested by resident.

2. University personnel, including DRL staff, may enter resident unit/room at any time to investigate when there is reasonable cause to believe there may be a violation of applicable University regulations.

3. DRL will attempt to give proper advance notice by e-mail on most occasions (up to 24 hour notice) for purposes of inspection or alteration of University property. Exceptions exist for staff searches for missing public space/community furniture items or to fulfill student conduct-related sanctions.

E. FIRE SAFETY AND COMBUSTIBLES

1. Resident is prohibited from intentionally setting fires; tampering with smoke detectors, sprinklers, alarm pull stations, hoses, extinguishers, door closures, emergency exits, notification panels, etc., for other than actual emergency situations.

2. Resident is prohibited from altering any fire prevention equipment noted above which could interfere with normal operations or create false fire alarms. Resident can be assessed a \$200 non-compliance safety fee for each action(s) which may render normal operations of smoke detectors

and other fire safety equipment compromised and thereby endanger their neighbors' lives, safety, &/or property.

3. DRL expressly prohibits all of the following items within residential units: fireworks, other explosives, gasoline, hover-board personal transportation devices, hookahs, decorative candles (burnt wick or not), wax warmers, space heaters, halogen lighting, or other combustible items or materials which may be identified as potentially hazardous. Non-permitted items can be confiscated and held by DRL staff until end of semester or next academic Break, so that resident can take prohibited item home to their permanent residence.

4. If found in violation, resident is subject to institutional student conduct proceedings, including possible dismissal from the University. In addition, resident may be referred to law enforcement officials for pursuit of appropriate criminal charges and could face a range of financial penalties.

F. FURNITURE AND APPLIANCES

1. Resident may not move or disconnect University installed appliances. The University reserves the right to control the number, size, and general use of additional appliances and assess charges for installation as appropriate.

2. The University reserves the right to restrict the amount and use of resident-issued furniture, or size and number of additional furniture or other personal items imported to unit. Resident is not allowed to remove University-issued furnishings from the assigned premises.

3. Waterbeds, water furniture, and spas are not allowed in any campus unit.

4. Lofting is only allowed in the residences halls with lofting kits approved and provided by DRL staff.

5. Due to the community nature of residential living in academic environment, residents are not permitted to use amplified musical instruments or audio devices which produce excessive volume, including but not limited to subwoofer and surround-sound systems which can be heard or felt outside of the confines of an individual room.

G. GUESTS / RESIDENTIAL SAFETY AND SECURITY ISSUES

1. All individuals may be required to show their I-Card or State-Issued picture ID at the front desk when entering any Residence Hall. All non-residents of the specific building must register at the front desk during normal desk operating hours or with the RA On-Call (RAOC) if after desk hours.

2. Guests will be issued building-specific Guest Registration Card to be carried with them at all times in that building. Upon leaving, card shall be surrendered to appropriate desk staff or RAOC. Guest(s) must be escorted by host within the building at all times.

3. Guests are a privilege, and the exercise of one resident's privilege cannot compromise the priority community rights of roommates and neighbors to the quiet enjoyment of their premises. Guests are considered occasional visitors, who must be acceptable to all roommates in unit at all times. Overnight guests are permitted only by prior consent of all roommates. DRL restricts the number and frequency of guests in living units, including overnight guests, to no more than 3 days in 2 weeks.

4. Resident is responsible for the behavior of his/her guests and any charges resulting from guests' actions or temporary residence.

5. Resident is not permitted to sublease or provide routine lodging to guests, nor displace an assigned resident. **Long-term hosting of another person in a space will subject resident(s) to an additional charge equal to 1/2 times the already assessed semester rent(s).**

H. KEYS

1. Keys will be issued at check-in to each resident for his/her unit and mailbox. Residents are expected to securely carry unit keys with them at all times.
2. Resident is strictly prohibited from tampering with University locks, duplicating any keys issued for unit, or installing private locking mechanisms on any DRL door. Unauthorized installations conducted by residents or other persons will be repaired or redone, and billed accordingly to resident(s).
3. Upon loss or reported theft of a key, resident will be charged current replacement cost of a re-core and set of new keys for their unit.
4. Resident can incur a \$50 charge for lockout service requested from DRL staff, for requests deemed repetitive or excessive (5 or more times per semester).
5. Any lockout key issued temporarily to allow access to unit/room must be returned within an hour. If office is closed or staff not present, resident may utilize the secure drop-box to return the key prior to 8:00 AM. If not returned as instructed in signed Lockout Key Authorization form, DRL will assume the key is lost and process a lock change, with all associated costs billed to resident's account.

I. MAIL

1. Mailboxes are labeled and maintained by U.S. Post Office and/or the University. Only current Residents' names may appear on the designated mailbox.
2. Valid picture UIS ID or state-issued driver's license is required in order to pick-up package delivered to a residential office location.
3. Residents are responsible for arranging with U.S. Post Office for forwarding of mail upon vacating the living unit.
4. Mail or packages addressed to a non-resident will be returned to sender.

J. MEAL PLANS

1. Each UIS Residence Hall student or SYRI-designated apartment resident is required to buy applicable designated declining-balance residential meal plan offered by UIS Food Services each semester and administered through I-Card.
2. UIS student meal plan participants receive a discount on their purchases equal to the applicable state food and beverage tax rate, and may use their meal plan dollars at any campus Food Services location.
3. Non-UIS residence hall students should establish a Campus Cash Account in an amount equivalent to a designated meal plan each semester. No similar meal discount is available for Campus Cash Account purchases.
4. Non-SYRI apartment residents may select any meal plan option offered each semester, or pay-as-you-go where cash is accepted.
5. Additional details concerning individual meal plans offered purchase requirements; cancelations and refunds, lost or stolen cards, account balances, card holder liability, and other pertinent information can be found at: <http://www.icard.uillinois.edu>.

K. NOISE

1. Resident or guest(s) engaging in persistent noise generation which is loud, obnoxious, disruptive, or disturbs or infringes on the peaceful enjoyment of adjoining or surrounding units, is prohibited.
2. All residents have a primary and predominate right to sleep and study free from undue noise or interference in their living spaces.

3. Resident has responsibility to comply immediately if receiving request from adjoining neighbor to moderate or reduce unacceptable noise levels.
4. Specific “study hours” are designated nightly as non-disruptive quiet time within residential areas each evening; noise from within your unit should not be audible or discernable outside your door. However, “courtesy hours” supplement study hours and are otherwise in effect at all times, whereby residents must be considerate of other residents’ need for potential quiet time upon request.
5. Throughout Finals Week each term, including weekend before through Saturday following, 24-hour Study Hours are in effect and will be enforced.

L. PARKING / TRAFFIC

1. A UIS residential area-specific parking hangtag is required to park in campus residential areas.
2. Residents or guests are not permitted to park in HCOM parking lot overnight, without prior approval from DRL staff.
3. Vehicles without current license plates, in obvious disrepair, or which otherwise appear abandoned will be considered derelict and may be towed at owner’s expense.
4. Owners of illegally parked cars that hinder other residents’ safety or convenience are subject to disciplinary action. Vehicular traffic is restricted to parking lots and roadways as designated.
5. Access to Fire Lanes in campus apartment Courts is reserved for emergency vehicles; access by residents or guests is restricted. Temporary use of this area must be approved by DRL staff. Illegally parked vehicles may be towed without notice at owner’s expense.

M. PETS / ANIMALS

1. Except service animals required by a qualified person with a disability, or assistance animals, only fish living in one aquarium smaller than 10 gallons may be housed or kept in campus units. Resident is otherwise not allowed to have pets.
2. Requests regarding the presence of Assistance Animals, Service Animals (SA), and Emotional Support Animals (ESA) for students with disabilities on the UIS campus is coordinated, reviewed, and maintained by the Office of Disability Services (ODS).
3. Resident seeking use of an Assistance Service or Emotional Support Animal within housing must submit an Accommodation Animal Request Form to ODS for review and evaluation. ODS may require submission of additional supporting documentation to process this request. ODS will inform DRL of student’s eligibility for requested assistance or accommodation.
4. Resident(s) seen hosting unauthorized animals (other than Assistance, Support, or Service Animals assisting persons with disabilities), however temporary the visit, may incur a \$100 Cleaning/Room Recovery charge per occasion, billed to resident’s account.

N. SMOKING

1. As of July 1, 2016, per State law and campus policy, UIS and all Illinois public universities are officially designated as Tobacco-Free and Smoke-Free Environments. **Consequently, all smoking and use of tobacco products is expressly prohibited anywhere on campus property at all times, including residential buildings and parking lots.**
2. If resident or guest chooses to smoke (including use of e-cigarettes, e-inhalants, and hookahs), they must do so off-campus, or only inside a moving enclosed vehicle (windows up) traversing campus streets, according to applicable Illinois State Law.
3. Violations of these provisions can subject resident to student conduct proceedings, confiscation of prohibited products, or other disciplinary charges.

4. After one warning from DRL staff, a \$250 Cleaning/Room Recovery charge will be assessed to resident's account when staff observe, smell, or otherwise discover or determine there to be credible evidence of smoking within a room or unit.

O. SOLICITATION / OPERATING A BUSINESS

1. The University reserves the right to limit those entities that request to solicit on UIS Housing premises.
2. Any interested party must receive permission from DRL staff in Homer Butler Commons Office in order to post, sell, or canvass within residential areas.
3. Door-to-door sales and canvassing are not permitted in campus housing. Children of family residents may request approval for fundraising. Student Government Candidates are given specific campaign guidelines for campus housing areas.
4. Residents are strictly prohibited from operating or running any organized business from their living unit within any residential area. Mail addressed to a company or organization name cannot be received at a residential address, and advertisements or postings cannot be permitted. There are NO exceptions.

P. STUDENT CONDUCT

1. All residents are expected to conduct themselves as respectful and responsible community members.
2. When interpersonal conflict arises, which apparently cannot be productively resolved by direct and civil communication between residents themselves, DRL staff and/or Dean of Students (DOS) may intervene on behalf of resident(s) to assist in re-imposing more stable or viable community environments or neighborhood standards.
3. Remedial efforts may include, but are not limited to, conducting mandatory roommate/housemate mediation session(s), facilitating conflict resolution meetings, establishing room/house contracts amongst residents, or a range of other restorative justice options as may be determined and available.
4. Failure to comply or respond in a timely manner to valid staff requests to schedule meetings, or missing meetings as scheduled, may result in a finding of responsibility in your absence, &/or referral to DOS or another level of the student conduct process for further administrative review and possible action(s). Assessment of a \$50 administrative non-compliance charge is also possible.

Q. WASTE AND TRASH REMOVAL

1. Each resident is responsible for regularly removing trash and garbage from his/her living unit to nearby designated trash rooms or larger exterior waste containers provided by DRL. From there, garbage and trash removal is provided by the University contractor.
2. Bags of trash left in front of unit or in doorways may be disposed of by DRL staff at resident's subsequent expense.
3. Each resident is also expected to properly and responsibly dispose of all recyclable materials in appropriately marked and provided containers.

R. WEAPONS/FIREARMS AND AMMUNITION

1. DRL expressly prohibits the following: firearms, pellet guns, BB guns, air guns, paint guns and associated ammunition for them; other projectile devices; swords, machetes, non-culinary knives with blades longer than 3 inches; or toy facsimiles which might reasonably be presumed to be such weapons.

2. State law requires that STUDENTS, FACULTY, AND STAFF MUST BE GRANTED WRITTEN PERMISSION FROM THE CAMPUS CHIEF OF POLICE BEFORE BRINGING

FIREARMS OR AMMUNITION TO UNIVERSITY PROPERTIES. Any firearms and/or ammunition must be stored with the UIS Police Department on campus.

3. Those with authorized concealed carry permits are bound by the terms of the University Weapons Policy, found on the UIS Police web page: www.uis.edu/police (see link to Weapons Policy).

VIII. OTHER POLICIES AND REGULATIONS governing Terms and Conditions of the resident's contract are contained in the DRL Community Handbook, UIS Student Code, and apply to all on-campus residents while at UIS.

IX. NONWAIVER OF COVENANTS AND CONDITIONS

The failure of the University to insist upon strict performance of any of the covenants or conditions of this agreement, or to avail itself of any rights or privileges enumerated herein, in any one or more instances with any one or more students, shall not constitute a relinquishment for the future of such covenant, condition, right or privilege, but the same shall remain in full force and effect. The receipt by the University of any payment, with the knowledge of the breach of any covenant or condition hereof, shall not constitute a waiver of such breach, and no waiver by the University of any provision hereof shall be effective unless expressed in writing and signed by an authorized representative of the University.

X. UNIVERSITY REGULATIONS AND GOVERNMENTAL STATUTES

Residents shall observe University regulations and federal, state, or local laws. In addition to the provisions of the Housing Contract, violations may subject the violator to University disciplinary action and/or prosecution in the civil or criminal courts.

XI. LIABILITY

The University does not provide security or protection services as part of the Housing contract. The University is not responsible for and will not reimburse resident for damage or loss of personal effects resulting from third-party misconduct, weather-related disturbances, other natural conditions, or malfunction of plumbing, appliances, or other facility-related systems. The University shall not be held responsible or liable for any personal injury, loss, theft, or damage incurred or sustained by residents or their guests. Each resident is responsible for insuring and securing their individual person and property, and is strongly encouraged to secure personal renter's insurance or sufficient coverage under a parent's applicable homeowner's or renter's policy. Such policy coverage should be in continuous effect during the full period of on-campus residency, including Breaks when resident may not be physically on-campus. University parking facilities are used at Resident's or guest's risk.